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# INDIAN TRACE ROADWAY IMPROVEMENTS

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BID NO. 2024-10

SURTAX-FUNDED MUNICIPAL TRANSPORTATION  
PROJECT NO. WEST 192/193

VOLUME I



**MAP Broward**  
Mobility Advancement Program  
Brought to you by the  
Penny For Transportation

Document 00002

**PROJECT DATA**

Project Title: INDIAN TRACE ROADWAY IMPROVEMENTS

Project/Bid Number: 2024-10

Project Address: Indian Trace from Saddle Club Road and SW 160<sup>th</sup> Ave.  
Weston, FL

Project Owner: City of Weston

City Commission: Margaret Brown, Mayor  
Byron L. Jaffe, Commissioner  
Mary Molina-Macfie, Commissioner  
Chris Eddy, Commissioner  
Henry Mead, Commissioner

Owner's Representative: Donald P. Decker  
City Manager/CEO  
17200 Royal Palm Boulevard  
Weston, Florida 33326  
Phone: 954-385-2000  
Fax: 954-385-2010

Project Manager: Scott Buck, P.E.  
Public Works Department  
2599 South Post Road  
Weston, Florida 33327  
Phone: 954-385-2600  
Fax: 954-385-2610

Project Consultant: EAC Consulting, Inc.  
5959 Blue Lagoon Drive, Suite 410  
Miami, Florida 33126  
Phone: 305-265-5400

**END OF PROJECT DATA**

## SECTION 00003

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**NAME OF BIDDER** (PLEASE PRINT)

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SIGNATURE	TITLE	DATE
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**DOCUMENT 00010**

**CITY OF WESTON  
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the City of Weston, Florida, (the "CITY") will be accepting sealed bids for:

**INDIAN TRACE ROADWAY IMPROVEMENTS  
SURTAX-FUNDED MUNICIPAL TRANSPORTATION  
PROJECT NO. WEST – 192/193  
BID NO. 2024-10**

Bids shall be accepted from qualified and licensed contractors to furnish all labor, supervision, equipment, supplies, tools, permitting, safety measures and all other necessary incidentals for the roadway improvements along Indian Trace from Saddle Club Road to SW 160<sup>th</sup> Avenue in the City of Weston, Florida to provide for road widening to accommodate additional capacity; wider bike lanes; drainage improvements at select locations; sidewalks and curb ramps for ADA compliance; pavement marking and signage; and associated landscape and irrigation adjustments.

Simultaneous with the delivery of the executed contract to the CITY, the Contractor shall furnish an executed Performance and Payment bond in an amount equal to one hundred percent (100%) of the contract value, as security for the faithful performance of contract and for the payment of all persons performing labor and/or furnishing materials in connection with the Project.

**MANDATORY PRE-BID CONFERENCE**

A mandatory pre-bid conference shall be held virtually on **October 1, 2024 at 11:00 a.m.** local time. All Bidders planning to submit a bid are required to attend this conference. Failure of a Bidder to be present for the entire mandatory pre-bid conference, beginning at the time stated above and concluding at the dismissal of the mandatory pre-bid conference by the CITY, shall render a Bidder to be deemed non-responsive and the bid shall not be considered for award. Decisions of the CITY shall be final. Connect to the Live Event link via Cisco Webex:

<b>Event:</b>	Pre-Bid for Bid No. 2024-10: Indian Trace Roadway Improvements (Surtax)
<b>Event address for attendees:</b>	<a href="https://westonfl.webex.com/westonfl/j.php?MTID=ma68d94ecc226e828d5abd883144d16ca">https://westonfl.webex.com/westonfl/j.php?MTID=ma68d94ecc226e828d5abd883144d16ca</a>
<b>Date and time:</b>	Tuesday, October 1, 2024 at 11:00 a.m. Eastern Standard Time (New York, GMT-05:00)
<b>Event number:</b>	2302 889 6518
<b>Event password:</b>	Weston (937866 when dialing from a phone or video system)
<b>Audio conference:</b>	Join by phone 415-655-0001 US Toll
	Access code: 2302 889 6518

**BID SUBMITTAL DEADLINE**

Bids shall be received by the Director of Procurement until **2:00 p.m. local time, on October 21, 2024** (the "Bid Submittal Deadline") at City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida. The official clock at the City Hall reception desk shall govern. Submittals received after this time shall be returned unopened. The sealed submittals will be publicly opened and at the City of Weston, City Hall after the Bid Submittal Deadline. Award of a

bid will be made at a City Commission meeting. The public opening of submittals may be viewed by the public via the Live Event link to Cisco Webex as follows:

<b>Event:</b>	Opening for Bid No. 2024-10: Indian Trace Roadway Improvements (Surtax)
<b>Event address for attendees:</b>	<a href="https://westonfl.webex.com/westonfl/j.php?MTID=m71f731b5d26df09b52f9903b1cc211a6">https://westonfl.webex.com/westonfl/j.php?MTID=m71f731b5d26df09b52f9903b1cc211a6</a>
<b>Date and time:</b>	Monday, October 21, 2024 at 2:00 p.m. Eastern Standard Time (New York, GMT-05:00)
<b>Event number:</b>	2307 325 9098
<b>Event password:</b>	Weston (937866 when dialing from a phone or video system)
<b>Audio conference:</b>	Join by phone 415-655-0001 US Toll
	Access code: 2307 325 9098

#### AVAILABILITY OF BID DOCUMENTS

Interested parties may download a copy of **Bid No. 2024-10, Indian Trace Roadway Improvements**, by visiting the CITY's Procurement website at: <https://www.westonfl.org/government/procurement>. Bid documents are also available for electronic download from Demand Star at <http://www.demandstar.com>.

Bids shall be submitted on the form(s) provided. The required sections of the Project Manual shall be submitted as part of the Bid.

#### EXPERIENCE

Along with the sealed bids, all Bidders shall provide the necessary documentation to demonstrate that they meet the following qualifications: i) Bidders shall have been incorporated and in continuous operation for a minimum of the past five (5) years immediately preceding the date that the Bid is issued; ii) Bidders shall be certified general contractors licensed by the State of Florida or State of Florida registered contractor with certificate of competency in Broward County in one of the following: a) as general contractor b) general engineered construction builder or; c) specialty engineered construction contractor - Roads and Surfacing, Category 3C – Concrete Driveways, Curbs, Gutters, Driveway Entrances, and Sidewalks and Category 3E - Striping, Marking and Signage of Roadways, including Pavements; copies of the licenses shall be provided; and iii) Bidders shall provide evidence of the successful completion of projects of similar size and scope with at least three (3) projects within the last five (5) years immediately preceding the date that the Bid is issued.

#### BID PROCEDURES

Bidders shall submit a bid package containing one (1) unbound original set of completed documents in a plain sealed parcel, box or other secure packaging, marked as the "Bid". The outside of the sealed package must clearly indicate the submission of **Bid No. 2024-10, Indian Trace Roadway Improvements**. Bidder's name, address and the name, telephone number and email address of the Bidder's specific contact person. Bid shall contain all required information in order to be considered responsive.

All written or graphical work product provided to the City in PDF format shall be fully ADA compliant with the latest ADA regulations.

All Bidders are advised that the CITY has not authorized the use of the City seal by individuals or entities responding to the CITY's Request for Bid, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All Bidders are advised that the CITY will not supply or sell materials to Bidders in connection with submission or preparation of Bids, or any other matter, including but not limited to envelopes, labels or tape.

Once a Bid has been submitted to the Director of Procurement by the Bid Submittal Deadline, it shall not be returned to the Bidder. Bids received after the Bid Submittal Deadline will be returned unopened.

The withdrawal, modification or correction of a Bid after it has been submitted to the CITY shall constitute a breach by the Bidder.

All Bids shall be guaranteed firm for a minimum of 90 calendar days after the submission of the Bid. No Bidder may withdraw its Bid within 90 calendar days after the Bid opening date.

The Sealed Bids will be publicly opened at the City of Weston, City Hall after the Bid Submittal Deadline. Award of the Bid will be made at a City Commission meeting.

#### MUNICIPAL SURTAX FUNDED PROJECT

This project is a Surtax-Funded Municipal Transportation Project in whole or in part and includes the following Broward County Certified County Business Enterprises (CBE) goal: **30% CBE Goal**. However, this project does not include Workforce Investment Program (WIP) or Broward County Construction Apprenticeship Program requirements. Vendors/firms must follow the instructions included in the Office of Economic and Small Business Development Requirements section and submit all required forms and information as instructed. Refer to Document 800, Supplemental Conditions, for further details.

#### BID SECURITY

Bid security in the form of a Bid Bond acceptable to the CITY or Cashier's Check made payable to the "City of Weston" in the amount of \$5,000.00 or 5% percent of the Bid amount, whichever is greater, will be required, to be submitted with the Bid.

#### QUESTIONS

Any questions concerning this Notice to Bidders shall be submitted in writing to the **Director of Procurement, Martha Perez-Garviso** at [mperezgarviso@westonfl.org](mailto:mperezgarviso@westonfl.org), with **"Bid No. 2024-10, Indian Trace Roadway Improvements"** in the subject line at least five business days prior to the submittal deadline.

A Cone of Silence is imposed upon publication of this Notice to Bidders. The Cone of Silence prohibits communications with the following individuals pertaining to this bid:

Margaret Brown, Mayor  
Mary Molina-Macfie, Commissioner  
Byron L. Jaffe, Commissioner  
Chris Eddy, Commissioner; and  
Henry Mead, Commissioner

Thaddeus Bielecki, Director of Landscaping, Selection Committee Member;  
Ryan Fernandes, Director of Technology Services, Selection Committee Member;  
Francisco Lopez, Parks Superintendent, Selection Committee Member;  
Denise Barrett-Miller, Director of Communications, Alternate Selection Committee Member; and

Any member of the Protest Committee, if and when established.

The details of the CITY's Cone of Silence are set forth in Section 32.10 of the City Code.

The Selection Committee shall convene at a publicly noticed meeting and review submissions, rank and evaluate the Bids and provide a recommendation to the City Manager.

#### RIGHTS RESERVED

The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:

- A. Reject any or all bids;
- B. Waive any informality in a bid;
- C. Waive any deficiency or irregularity in the selection process;
- D. Accept or reject any or all bids in part or in whole; and
- E. Request additional information as appropriate.

The City Commission reserves the right to:

- A. Award all or a portion of the services set forth in the bid as determined to be in the best interest of the CITY;
- B. Reject any or all bids if found by the City Commission not to be in the best interest of the CITY;
- C. Award an Agreement to one or more than one bidder, make split or multiple awards as determined to be in the best interest of the CITY; and
- D. In the event of a sole bid, reject the sole bid.

Martha Perez-Garviso  
Director of Procurement  
City of Weston

Published: September 19, 2024

## Document 00100

### ARTICLE 1.0 DEFINITION OF TERMS

- 1.1 **Addenda:** A written and/or graphic document issued by the CITY prior to the opening of the Bid to modify or interpret any portion of the Work, Project or bid documents.
- 1.2 **Additive Alternates:** Work items added to the Bid Base, at CITY's discretion.
- 1.3 **Bid Base:** The amount stated on the Bid Form without Additive or Deductive Alternates for which the Bidder offers to perform the Work as described in the Project Manual. The Bid Base must be based on the estimated quantities of the bid.
- 1.4 **Bidder:** A person or entity that timely submits a Responsive/Responsible Project bid.
- 1.5 **Business Day:** Monday through Friday, excluding CITY observed holidays, between the hours of 8:00 a.m. and 5:00 p.m. local time.
- 1.6 **Calendar Days:** Consecutive days of the week or month, without regard to weekends and holidays.
- 1.7 **CITY:** The City of Weston, Florida and its dependent districts.
- 1.8 **Consultant/Project Consultant:** Shall both mean the person or entity designated by the CITY as responsible for providing engineering and inspection services for the Project.
- 1.9 **Deductive Alternates:** Work items removed from the Bid Base at the CITY's discretion.
- 1.10 **Lowest Responsive/Responsible Bidder:** means the person or entity who has submitted a Bid that conforms in all material respects to the Project Manual and whose Overall Bid price, including all cost to the City, is the lowest price for the Project, as determined at CITY's sole discretion.
- 1.11 **Notice of Intent to Consider Award:** a notice posted by the CITY stating the recommendation to the Commission of which Bidder is the Lowest Responsive/Responsible Bidder.
- 1.12 **Overall Bid:** The amount stated on the Bid Form with additive and/or deductive alternates, as selected by the CITY, at time of award for which the Bidder offers to perform the Work as described in the Project Manual.
- 1.13 **Project:** Shall have the same meaning as "Work" and may be used interchangeably.

- 1.14 **Project Manual:** This includes the Notice to Bidders, Instructions to Bidders, Bid Form, Contractor's Qualification Statement, Bid Security/Bond, Addenda, Agreement, General Conditions, Supplemental Conditions, Bonds, Certification of Payment Forms, Consent of Surety, Project Closeout, Closeout Package Checklist, Specifications and Drawings, all of which shall also constitute the bidding documents.
- 1.15 **Protest Committee:** Shall review all protests. The City Manager shall appoint the members of the Protest Committee. No member of the City Commission shall serve on the Protest Committee.
- 1.16 **Selection Committee:** Shall examine the documentation submitted in the Bid to determine the responsiveness of each Bid and the responsibility of each Bid, and from that determination make a recommendation of award to the responsive/responsible Bidder whose Bid has the lowest cost.
- 1.17 **Unit Price Bid:** The amount(s) stated in the Bid Form as a price per unit of measurement for materials, equipment and/or labor as described in the Project Manual.
- 1.18 **Work:** Shall include all aspects of the construction project proposed in the Project Manual and other bidding documents.

NOTE: In case of a conflict between the definitions stated in this Article 1 and any other definitions in the Bid documents, the definitions in Article 1 shall govern.

## **ARTICLE 2.0** **PUBLIC ENTITY CRIMES STATEMENT**

- 2.1 In accordance with §287.133(2)(a) Florida Statutes, a person or affiliate who has been placed on the convicted Contractor List maintained by the Florida Department of Management Services following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract to the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a CONTRACTOR or supplier, subcontractor, or consultant under contract with the CITY, and may not transact business with the CITY in excess of the threshold amount provided in §287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor List.
- 2.2 By submitting a response, the CONTRACTOR certifies that it is qualified under Section §287.133, Florida Statutes, to provide the services set forth in the Agreement.

## **ARTICLE 3.0** **QUALIFICATION OF BIDDERS**

- 3.1 When included in the bidding documents, the Bidder shall complete the CONTRACTOR'S QUALIFICATION STATEMENTS, along with any other evidence of his satisfactory experience and ability to perform the proposed Work. The failure of Bidder to demonstrate

- successful performance of projects of a similar magnitude, scope, value and trade as this project may be deemed to be grounds for declaring the Bidder to be non-responsible.
- 3.2 If requested by the City, the Bidder shall submit a certified financial statement, prepared within 30 days of submission of the bid proposal, indicating current financial resources, liabilities, capital equipment, and financial history performance.
- 3.3 Bidders shall be disqualified and their unopened Bids shall be rejected for any of the following specific reasons:
- A. Reason to believe that collusion exists among the Bidders.
  - B. The Bidder is involved directly or indirectly in litigation or arbitration against the CITY within the past 5 years.
  - C. The Bidder has defaulted on any previous Contract with the CITY within the past 5 years or is in arrears on an existing Contract.
  - D. The submittal of more than one Bid from an individual, firm, partnership, corporation or association under the same or different names. All parties shall be disqualified.
  - E. Untimely bid proposals shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time as documented by the official clock at the City Hall reception desk shall determine the timeliness of the Bid. The official clock at the City Hall reception desk shall control.
- 3.4 Bidders may be deemed to be non-responsible and their Bids may be rejected for any of, but not limited to, the following reasons:
- A. Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other questionnaires.
  - B. The Bidder's uncompleted or pending workload on other projects, which in the judgment of the CITY may cause detrimental impact on timely completion of the Work.
  - C. The appearance of an unbalanced bid proposal, as determined by the City.
  - D. If the Bidder makes false statements or provides false information to any portion of the bidding documents.
  - E. If the Bidder fails to demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.
- 3.5 Bidders may be deemed to be non-responsive and their Bids may be rejected for any of, but not limited to, the following reasons:

- A. If the Bidder fails to submit a complete Bid.
  - B. If the Bidder fails to abide by any of the provisions of the Bid documents.
- 3.6 Bids submitted will be examined by a three (3) member Selection Committee ("Selection Committee") who will review submissions to determine the responsiveness and responsibility of each bid in accordance with ARTICLE 3.0 above and provide a recommendation to the City Manager.

The Selection Committee shall examine the documentation submitted in the bid to determine the responsiveness of each Bidder. Failure to provide the required information may disqualify any such bid as non-responsive and such bid will not be considered. The Selection Committee will disqualify any bidders that make exaggerated or false statements.

The evaluation of bid and the determination of conformity and acceptability shall be the sole responsibility of the Selection Committee. Such determination shall be based on information furnished by the Bidder, as well as other information reasonably available to the CITY.

The Selection Committee reserves the right to make additional inquiries, make site visits, or any other action it deems necessary to fairly evaluate all Bidders.

#### **ARTICLE 4.0** **SUBMISSION AND RECEIPT OF BIDS**

- 4.1 It shall be the sole responsibility of the Bidder to have his Bid delivered, whether by hand, U.S. Mail, or other delivery service, to the Procurement Manager before the closing hour and date shown for the receipt of Bids, the Bid Submittal Deadline. Bids thus delayed shall not be considered and shall be returned unopened.
- 4.2 Bidders shall use the Bid Form furnished by the City, shall submit only one Bid, shall fill in all blank spaces in the Bid, shall not remove any part of the Project Manual, other than Volume 1, and shall return Volume 1 of the Project Manual; failure to do so may cause the Bid to be non-responsive and thereby rejected.
- 4.3 Bidding documents shall be completed in ink or typewritten, and all signatures shall be in blue ink. Bidding documents having any erasures or corrections shall be initialed by the Bidder in blue ink.
- 4.4 Bid Base Amounts shall be in both words and numerals, and in case of a discrepancy between the two, the amount written in words shall govern.
- 4.5 In the event of a mathematical error in the extension of unit price, or addition of total price, the unit price shall prevail.

- 4.6 Each bid shall be signed with the firm name by an officer or an employee having the authority to bind the company or firm by his signature; failure to do so may cause the Bid to be invalid and thereby rejected.
- 4.7 The CITY will not supply or sell materials to Bidders, in connection with submission or preparation of Bids, or any other matter, including but not limited to envelopes, labels or tape.

**ARTICLE 5.0**  
**MODIFICATION AND WITHDRAWAL OF BID**

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

**ARTICLE 6.0**  
**OPENING OF BIDS**

All Bids submitted will be publicly opened at the City of Weston, City Hall, located at, 17200 Royal Palm Boulevard, Weston, Florida, on the date and at the time stated in the Notice to Bidders, or as may be amended by addendum.

**ARTICLE 7.0**  
**BIDDING DOCUMENTS**

- 7.1 Complete sets of bidding documents may be obtained from the City, identified in the Notice to Bidders.
- 7.2 Complete sets of bidding documents shall be used by Bidders in preparation of Bids; neither the CITY or the CITY's Consultant assume any responsibility for errors or misrepresentations resulting from the use of incomplete sets.
- 7.3 It shall be the Bidder's responsibility to become thoroughly familiar with the bidding documents prior to the submittal of the Bid; no allowance shall be made by the CITY for the Bidder's failure to do so.

**ARTICLE 8.0**  
**EXAMINATION OF CONDITIONS**

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

**ARTICLE 9.0**  
**PRICES TO BE FIRM**

The Bidder warrants by virtue of his Bid that the prices, terms and conditions contained herein shall be firm for a period of not less than 90 calendar days from the date of the Bid opening.

**ARTICLE 10.0**  
**DEFAULT PROVISION**

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

**ARTICLE 11.0**  
**SIGNED BID CONSIDERED AN OFFER**

The signed Bid shall be considered an offer on the part of the Bidder, which offer shall be deemed irrevocable upon submittal and accepted upon award by the City Commission.

**ARTICLE 12.0**  
**TAXES**

The CITY is exempt from State of Florida Sales Tax, and is exempt from certain other taxes imposed by the State and/or Federal governments. The City's exemption status and privilege cannot be used by the CONTRACTOR and shall not be relied upon for this Project.

**ARTICLE 13.0**  
**LAWS AND REGULATIONS**

All applicable laws and regulations of the Federal Government, State of Florida, Special Districts, and ordinances of Broward County and the CITY shall apply to any Contract awarded as a result of this Bid. The laws of the State of Florida shall govern any contract awarded as a result of this Bid.

**ARTICLE 14.0**  
**QUANTITIES**

- 14.1 The quantities shown herein are estimated only. No guarantee or warranty is given or implied by the CITY as to the total amount that may or may not be awarded or purchased from any resulting Contract.

- 14.2 The CITY reserves the right to increase and/or decrease the quantities at the time of award and for the duration of the Contract at the firm Unit Prices Bid herein.
- 14.3 The quantities contained herein are for the Bidder's information only and will be used for tabulation and determination of the overall lowest responsive and responsible Bidder.

**ARTICLE 15.0**  
**QUALITY**

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

**ARTICLE 16.0**  
**MATERIAL SAMPLES**

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

**ARTICLE 17.0**  
**BRAND NAMES**

Whenever proprietary names are specified, whether or not followed by the words "or equal", it shall be subject to equals as approved and accepted as "equal" by the City, as it shall be the City's prerogative to select which items are the lowest bid, item by item, meeting specifications from the information furnished by the Bidder with his Bid and/or sample inspection and/or testing of the items specified herein.

**ARTICLE 18.0**  
**ACCEPTANCE OF MATERIAL**

The materials delivered under this Bid shall remain the property of the CONTRACTOR until accepted to the satisfaction of the City. All materials shall comply with the items herein and the specifications. In the event the material and/or service supplied to the CITY is found to be defective or does not conform to the specifications, the CITY reserves the right to cancel the order upon written notice to the CONTRACTOR and return the product to the CONTRACTOR at the CONTRACTOR's expense, or cease use of the service, without any obligation.

**ARTICLE 19.0**  
**DELIVERY**

- 19.1 All items shall be freight on board (f.o.b.) delivered with freight charges prepaid and included in the total cost, to the address in the City of Weston as specified by the City.
- 19.2 Time will be of the essence for any orders placed as a result of this Bid. The CITY reserves the right to cancel such order(s) or part(s) thereof without obligation if delivery is not made at the time(s) specified herein and hold the CONTRACTOR in default.

**ARTICLE 20.0**  
**MANUFACTURER'S CERTIFICATION**

The CITY reserves the right to request from Bidder(s) separate manufacturer's certification of all statements made in the Bid.

**ARTICLE 21.0**  
**COPYRIGHTS AND PATENT RIGHTS**

The Bidder warrants that there has been no violation of copyrights and patent rights in manufacturing, producing or seeing the goods and/or services ordered as a result of this Bid, and the Bidder agrees to hold the City, its officers, employees and agents harmless from all liability, losses or expenses from such violation.

**ARTICLE 22.0**  
**MATERIAL SAFETY DATA SHEETS**

The Bidder shall include with his Bid, when applicable, manufacturer's Material Safety Data Sheets (MSDS) for those items required to have an MSDS by Federal law.

**ARTICLE 23.0**  
**FLORIDA TRENCH SAFETY ACT**

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

**ARTICLE 24.0**  
**CONFLICT OF INSTRUCTIONS**

If a conflict exists between the general conditions and the instructions stated herein and the specific conditions and the instructions, the City's interpretation shall govern.

**ARTICLE 25.0**  
**INTERPRETATION OF BIDDING DOCUMENTS**  
**QUESTIONS AND ANSWERS**

- 25.1 All questions requiring clarification or interpretation of the bidding documents shall be made in writing and shall reach the CITY at least five (5) Business Days prior to the date for receipt of Bids. No questions shall be responded to during the five (5) Business Days prior to the date for receipt of Bids.
- 25.2 Questions regarding the Notice to Bidders, Instructions to Bidders, Bid Form, Bid Security, Contractor's Qualification Statement, Agreement Between CITY and CONTRACTOR, Bonds, Insurance, General Conditions and Supplemental Conditions shall be directed to the City. Questions relating to Soil Investigation Data, Material/Equipment Substitutions Technical Specifications, and plans and drawings shall be directed to the Consultant, when applicable. Any modification or interpretation of the bidding documents, is the sole and exclusive judgment of the CITY or its Consultant, shall be made in writing in the form of an Addendum to all those who are recorded by the CITY or its Consultant as having a complete set of bidding documents.
- 25.3 Interpretations or modifications of the bidding documents made in any manner other than an Addendum issued by the CITY or its Consultant shall not be binding.
- 25.4 A Bidder, prior to submitting his Bid, shall ascertain that he has received all Addenda issued, and shall acknowledge their receipt in the Bid Form.
- 25.5 Costs for those matters not questioned and not responded to by Addendum shall be the responsibility of the Bidder to include such costs in his Bid.

**ARTICLE 26.0**  
**SUBSTITUTIONS**

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

**ARTICLE 27.0**  
**RESERVATIONS FOR REJECTIONS AND AWARD**

- 27.1 The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:
- A. Reject any or all bids;
  - B. Waive any informality in a bid;
  - C. Waive any deficiency or irregularity in the selection process;
  - D. Accept or reject any or all bids in part or in whole; and
  - E. Request additional information as appropriate.

- 27.2 The City Commission reserves the right to:
- A. Award all or a portion of the services set forth in the bid as determined to be in the best interest of the CITY;
  - B. Reject any or all bids if found by the City Commission not to be in the best interest of the CITY;
  - C. Award an Agreement to one or more than one bidder, make split or multiple awards as determined to be in the best interest of the CITY; and
  - D. In the event of a sole bid, reject the sole bid.
- 27.3 No premiums, rebates or gratuities shall be permitted, either with, prior to, or after delivery of goods or services on any resulting award, any such violation may result in the cancellation of said award of contract.
- 27.4 In the event of a tie bid, City shall break the tie by drawing lots at a publicly noticed meeting.

**ARTICLE 28.0**  
**CONTRACT AWARD AND EXECUTION**

- 28.1 Until final award of Contract, the CITY reserves the right to reject bids, with or without cause and to waive any informality or irregularity.
- 28.2 Upon acceptance of a Bid and award of the contract, the successful Bidder shall deliver the executed Contract, along with required bonds and any other items requested, to the CITY within fourteen (14) Calendar Days. Failure to do so will be deemed as a breach of agreement by the Bidder, result in forfeiture of bid security as described in the Instructions to Bidders and may result in City's cancellation of the award of the Contract. If the CITY determines that the Contract, required bonds or any other requested items are not properly executed, completed or provided, CITY shall notify CONTRACTOR of such deficiency, after which CONTRACTOR shall have seven (7) Calendar Days to cure such deficiency. Failure to do so will also be deemed as a breach of agreement by the Bidder, result in forfeiture of bid security and may result in City's cancellation of the award of the Contract.
- 28.3 The CITY reserves the right to hold all bid proposals and bid guarantees for a period not to exceed 90 days after the date of bid opening stated in the Notice to Bidders.
- 28.4 In no case will the award be made until all necessary investigations have been made into the responsibility of the low bidder and the CITY is satisfied that the bidder is qualified to do the Work and has the necessary organization, capital and equipment to carry out the provisions of the contract within the time specified.

**ARTICLE 29.0**  
**BID PROTEST PROCEDURE**

- 29.1 **Standing:** Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.
- 29.2 **Protest of Intent To Award:** After a Notice of Intent to Award an Agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process, including a determination that a bidder, proposer or responder is non-responsible or non-responsive, may file a protest with the City Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of City Hall. A Notice of Intent to Reject all Bids, Proposals or Responses is subject to the protest procedure.
- 29.3 **Content and filing:** The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the protest bond are received by the City Clerk. The official clock at the City Hall reception desk shall govern.
- 29.4 **Protest Bond:** Any bidder, proposer or responder filing a protest shall simultaneously provide a protest bond to the CITY in the amount set forth in the sealed competitive method documents. If the protest is decided in the protester's favor, the entire protest bond shall be returned to the protester. If the protest is not decided in the protester's favor, the protest bond shall be forfeited to the CITY. The protest bond shall be in the form of a cashier's check, and shall be in the amount specified in the sealed competitive method documents.
- 29.5 **Protest Committee:** The protest committee shall review all protests. The City Manager shall appoint the members of the protest committee. No member of the City Commission shall serve on the protest committee. Each protest committee member shall complete and execute an independence affidavit. The City Attorney or designee shall serve as counsel to the protest committee. The meeting of the protest committee shall be opened to the public and all of the actual bidders, responders or proposers shall be notified of the date, time and place of the meeting. If the protest committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken. If the protest committee denies the protest, the protester may appeal to the City Commission. All of the actual bidders, responders or proposers shall have a right to be represented by an attorney at the protest committee meeting and the City Commission meeting. All of the actual bidders, responders or proposers shall be notified of the determination by the protest committee. The protest committee shall terminate upon the award of the contract, or such other time as determined by the City Commission.
- 29.6 **Stay of Award:** In the event of a timely protest, the City Manager shall stay the award of the agreement or the sealed competitive method unless the City Manager determines that the award of the agreement without delay or the continuation of the sealed competitive method is necessary to protect any substantial interest of the CITY. The continuation of the

sealed competitive method or award process under these circumstances shall not preempt or otherwise affect the protest.

- 29.7 **Appeals to City Commission:** Any actual bidder, proposer or responder who is aggrieved by a determination of the protest committee may appeal the determination to the City Commission by filing an appeal with the City Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the protest committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the City Clerk.
- 29.8 **Failure to file protest.** Any actual bidder, proposer or responder that does not formally protest or appeal in accordance with this Section shall not have standing to protest the City Commission 's award.

**ARTICLE 30.0**  
**DETERMINATION OF APPARENT LOW BIDDER**

Subsequent to the submission of Bids, the Selection Committee shall make a recommendation of the lowest responsive/responsible Bidder, Apparent Low Bidder. Upon such determination, the CITY shall notify the Apparent Low Bidder a “Notice of Intent to Consider Award.”

**ARTICLE 31.0**  
**CONE OF SILENCE**

- 31.1 Pursuant to Section 32.10 of City Code, there shall be no communication related to this Bid between bidders, including any lobbyist or any other person on behalf of proposers, and any member of City Commission, or any member of the Selection Committee or Protest Committee (starting from the appointment of that Protest Committee Member), if any.
- 31.2 The cone of silence shall not apply to written or oral communications with legal counsel for the City.
- 31.3 This Article shall not prohibit any Person from:
- A. Making public presentations at pre-bid conferences or, to the Selection Committee or to the Protest Committee, or to the City Commission, during any public meeting related to this Bid;
  - B. Engaging in any negotiations at a meeting of the Selection Committee, or with the City Commission during a public meeting; or
  - C. Communicating in writing with the person designated in this Bid as the Technical Advisor for clarification or information related to this Bid. The written communication, including any response thereto, shall be provided to any Bidder that has submitted a Bid.

- 31.4 A cone of silence shall begin when first publicly noticed, and shall terminate upon execution of the Agreement, a decision by the City Commission to reject all bids, or the taking of other action that ends this Bid solicitation.
- 31.5 Any action in violation of this Article may be cause for disqualification of the Bidder. The determination of a violation and/or disqualification shall be made by the City Commission.

**ARTICLE 32.0**  
**SCRUTINIZED COMPANIES**

- 32.1 Pursuant to Section 287.135, Florida Statutes, a Bidder is ineligible to, and may not submit a Bid for, or enter into or renew a contract with CITY for goods or services if at the time of submitting a Bid for a new contract or renewal of an existing contract:
- A. for any contract amount, if the Bidder is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
  - B. if \$1 million or more and the Bidder is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
  - C. if \$1 million or more and the Bidder is engaged in business operations in Cuba or Syria.

**ARTICLE 33.0**  
**FOREIGN GIFTS AND CONTRACTS**

Pursuant to Section 286.101, Florida Statutes, any bidder or proposer shall disclose in its response to the City as well as in any manner required by Section 286.101, Florida Statutes, any current or prior contract with, or grant or gift received from, a Foreign Country of Concern, with a value of \$50,000 or more, received or in force at any time during the previous five years. A "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency or or any other entity under significant control of such country. Any proposer/bidder who fails to make such disclosure shall be disqualified and also may be liable for a civil violation with a fine of \$5,000 for a first violation or \$10,000 for any subsequent violation.

**ARTICLE 34.0**  
**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the CITY requires all CONTRACTORS doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the

contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the CONTRACTOR acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**ARTICLE 35.0**  
**SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS**

Bidder's social, political, or ideological interests shall not be considered when determining responsiveness and/or responsibility of bid submittal.

**ARTICLE 36.0**  
**NONCOERCION AFFIDAVIT**

In accordance with Section 787.06, Florida Statutes, the City requires all vendors executing, renewing or extending a contract with the City to execute the required City affidavit, attesting that vendor does not use coercion for labor or services.

**END OF INSTRUCTIONS TO BIDDERS**

**Document 00300**

**BID**

**To**

**THE CITY OF WESTON, FLORIDA**

**PROJECT: INDIAN TRACE ROADWAY IMPROVEMENTS**

CITY BID NO. 2024-10

COMMENCEMENT: Upon CITY's issuance of "NOTICE TO PROCEED"

FINAL  
COMPLETION: Two Hundred Seventy (270) Calendar days

BID BOND: \$5,000 or 5% of the Bid amount, whichever is greater.

Made as of the \_\_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_\_.

BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ORGANIZATION  
TYPE: \_\_\_\_\_ INDIVIDUAL  
\_\_\_\_\_ PARTNERSHIP  
\_\_\_\_\_ CORPORATION  
\_\_\_\_\_ OTHER

**ARTICLE 1.0**  
**BID BOND**

The Bidder acknowledges the required security of a Bid Bond or Cashier's Check and includes same attached to the document provided herewith.

**ARTICLE 2.0**  
**ACCEPTANCE OF BID**

This Bid shall be open to acceptance and is irrevocable for ninety (90) Calendar Days from the Bid closing date.

**ARTICLE 3.0**  
**EXECUTION OF AGREEMENT BETWEEN CITY AND CONTRACTOR**

- 3.1 Upon City's acceptance of this Bid within the aforementioned time period, the Bidder shall within fourteen (14) Calendar Days after Notice of Award 1) Execute the Agreement Between City and Contractor, 2) Furnish the required Payment and Performance Bonds 3) Furnish the required Certificates of Insurance and 4) Provide all Internal Revenue Service documents, as required by law.
- 3.2 Should the Bidder fail to execute the Agreement, and/or furnish the required Bonds, and/or furnish the required Certificates of Insurance and any other items requested, within the specified time period, the Bidder's entire security shall be forfeited to the City as damages by reason of the Bidder's failure. Such failure may result in City's cancellation of the award of the Contract.
- 3.3 In the event the Bid is not accepted within the aforementioned time period, the required security deposit shall be returned to the Bidder upon satisfactory execution of an Agreement with the successful Bidder, or the rejection of ALL Bids, or unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**ARTICLE 4.0**  
**SUBMITTAL OF BID**

The Bidder shall submit the Bid on the forms provided, in of the Project Manual.

**ARTICLE 5.0**  
**BIDDER'S ACKNOWLEDGMENTS**

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

- 5.2 The Bidder agrees to be bound by the bid protest procedures, as outlined in Article 29 of the Instructions to Bidders.
- 5.3 The Bidder agrees that this contract is not subject to arbitration. The Bidder is not entitled to Attorney fees should any portion of this contract be subject to litigation.
- 5.4 The Bidder agrees to the change order procedures, as outlined in Article 7 of the General Conditions of the Contract.
- 5.5 If the Bidder makes false statements or provides false information to any portion of the bidding documents, the Bidder acknowledges that he may be disqualified, in accordance with Section 3.4 (D) of the Instructions to Bidders.
- 5.6 The Bidder understands and agrees with the form of the bidding documents as presented, absent any inadvertent drafting or technical errors, and agrees to not attempt to negotiate the terms and conditions of this Project.
- 5.7 The Bidder acknowledges that the terms and conditions of the Contract Documents are not subject to negotiation.

**ARTICLE 6.0**  
**REPRESENTATIONS**

- 6.1 The City is expressly relying upon the Bidder's representations for awarding this Project. Therefore, the Bidder unequivocally represents that the statements and information provided in response to this bid are truthful.
- 6.2 The Bidder and all persons signing on behalf of the bidding person or entity, has the legal authority to bind the Bidder to the terms and conditions of this Project.
- 6.3 There are no legal impediments, conditions or orders, which would preclude the Bidder from satisfactorily performing the Contractor's duties as outlined in the bidding documents.

**[THIS SPACE IS INTENTIONALLY BLANK]**

**ARTICLE 7.0**  
**BID AMOUNTS**

The Bidder offers the following for providing all labor, materials, equipment, and all other incidental costs to complete the project in accordance with the contract documents. The costs for each individual pay item as set out herein shall be inclusive of all costs for each. All quantities are estimated. Payment will be made only for the actual quantities used.

<b>BID SHEET</b>					
<b>INDIAN TRACE FROM SADDLE CLUB TO SW 160TH AVENUE</b>					
<b>PAY ITEM</b>	<b>PAY ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>EST. QTY.</b>	<b>UNIT COST</b>	<b>EXT. COST</b>
0101-1	MOBILIZATION	LS	1	\$	\$
0102-1	MAINTENANCE OF TRAFFIC	LS	1	\$	\$
0104 10 3	SEDIMENT BARRIER	LF	5504	\$	\$
0104 18	INLET PROTECTION SYSTEM	EA	68	\$	\$
0110 1 1	CLEARING & GRUBBING	AC	0.89	\$	\$
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	2232	\$	\$
0110 21	TREE PROTECTION BARRIER	LF	6000	\$	\$
0110 22	TREE ROOT PRUNING	LF	5000	\$	\$
0120 1	REGULAR EXCAVATION	CY	1519	\$	\$
0160 4	TYPE B STABILIZATION	SY	3484	\$	\$
0210 1 9	REWORKING LIMEROCK BASE, 3"	SY	556	\$	\$
285 70 1	OPTIONAL BASE, BASE GROUP 01	SY	3167	\$	\$
032770 12	MILLING EXISTING ASPHALT PAVEMENT, 1 1/4" AVG DEPTH	SY	107573	\$	\$
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (1.25")	TN	238.2	\$	\$
0337 7 82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22	TN	7598.7	\$	\$
0425 1 341	INLETS, CURB, TYPE P-4, <10'	EA	1	\$	\$
0425 1 351	INLETS, CURB, TYPE P-5, <10'	EA	5	\$	\$

PAY ITEM	PAY ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT COST	EXT. COST
0425 1 361	INLETS, CURB, TYPE P-6, <10'	EA	1	\$	\$
0425 1 441	INLETS, CURB, TYPE J-4, <10'	EA	1	\$	\$
0425 1 451	INLETS, CURB, TYPE J-5, <10'	EA	5	\$	\$
0425 1 461	INLETS, CURB, TYPE J-6, <10'	EA	1	\$	\$
0425 1 521	INLETS, DT BOT, TYPE C,<10'	EA	29	\$	\$
0425 1 523	INLETS, DT BOT, TYPE C,JBOT, <10'	EA	29	\$	\$
0520 1 7	CONCRETE CURB & GUTTER, TYPE E	LF	379	\$	\$
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	4700	\$	\$
0520 2 4	CONCRETE CURB, TYPE D	LF	365	\$	\$
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	663	\$	\$
0524 1 2	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	SY	154	\$	\$
0527 2	DETECTABLE WARNINGS	SF	1164	\$	\$
0570 1 2	PERFORMANCE TURF, SOD	SY	4754	\$	\$
0635 2 11	PULL & SPLICE BOX, F & I, 13" X 24" COVER SIZE	EA	10	\$	\$
0635 2 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	1	\$	\$
0670 5500	TRAFFIC CONTROLLER ASSEMBLY, RELOCATE CONTROLLER WITH CABINET	AS	1	\$	\$
0670 5706	TRAFFIC CONTROLLER ASSEMBLY, MODEL 2070, WITH CONCRETE PEDESTAL UP TO 3'	AS	1	\$	\$

PAY ITEM	PAY ITEM DESCRIPTION	UNITS	EST. QTY.	UNIT COST	EXT. COST
<b>SIGNING AND PAVEMENT MARKING PAY ITEMS</b>					
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	15	\$	\$
0700 1 60	SINGLE POST SIGN, REMOVE	AS	2	\$	\$
0700 3101	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	EA	1	\$	\$
0700 3601	SIGN PANEL, REMOVE, UP TO 12 SF	EA	1	\$	\$
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	3000	\$	\$
0710 12290	PAINTED PAVEMENT MARKINGS, DURABLE PAINT, YELLOW, ISLAND NOSE	SF	334	\$	\$
0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$	\$
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND	GM	0.180	\$	\$
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDBOUT	LF	5225	\$	\$
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	268	\$	\$
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE OR SCHOOL MESSAGE LINES	LF	1413	\$	\$
0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	1.283	\$	\$
0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	24	\$	\$
0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	137	\$	\$
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	87	\$	\$
0711 11241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	GM	0.171	\$	\$

PAY ITEM	PAY ITEM DESCRIPTION	UNITS	EST. QTY.	UNIT COST	EXT. COST
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	52	\$	\$
0711 14170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	52	\$	\$
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	11.958	\$	\$
0711 16131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6",10-30 SKIP OR 3-9 LANE DROP	GM	3.940	\$	\$
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	5.044	\$	\$
920714100	GREEN COLORED PAVEMENT MARKINGS, BIKE LANE	SF	12173	\$	\$
SUB-TOTAL				\$	
<b>DECORATIVE PAY ITEMS</b>					
PAY ITEM	PAY ITEM DESCRIPTION	UNITS	TOTALS	UNIT COST	COST
0526 1 1	PAVERS, ARCHITECTURAL, ROADWAY	SY	208	\$	\$
	Added cost for Weston paver detectable warnings above the cost of 0527 2	SF	1164	\$	\$
	Added cost for Weston Decorative sign post above the cost of 0700 1 11	AS	15	\$	\$
SUB-TOTAL:				\$	
PERMIT FEE ALLOWANCE		EA	1		\$10,000.00
OWNER'S CONTINGENCY		EA	1		\$100,000.00
<b>GRAND TOTAL ALL ITEMS:</b>				\$	

Grand Total (Written in words)

Name of CONTRACTOR (Please Print)

Signature

Title

Date

**ARTICLE 8.0**  
**ACKNOWLEDGMENT OF ADDENDUM**

The Bidder hereby acknowledges the receipt of the following addenda issued by the City and/or Consultant and incorporated into and made part of the Contract Documents for this Project.

In the event the Bidder fails to include any such addenda below, submission of this form constitutes acknowledgement of receipt of all addenda, whether or not received by the Bidder.

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**[THIS SPACE IS INTENTIONALLY BLANK]**

**ARTICLE 9.0**  
**SIGNATURES & SEAL**

Contractor:

\_\_\_\_\_  
Name of CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**END OF DOCUMENT 00300**

**Document 00410**

**BID SECURITY FORM**

All bids shall be accompanied by a Bid Security in the form of a bond issued by the Surety authorized to transact business in the State of Florida, having a resident agent in the State of Florida, in full accordance with the qualifications set forth in the Instructions to Bidders, and on the attached form, or in the alternative, a cashier's check drawn on a bank authorized to do business in Florida, payable to the City of Weston. The amount of the bid security shall be \$5,000.00 or 5% of the Bid amount, whichever is greater.

**ATTACH CASHIER'S CHECK HERE**

**OR**

**COMPLETE BID BOND ON ATTACHED FORM ONLY**

**BID BOND**

**BIDDER**

**SURETY**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**FLORIDA RESIDENT AGENT**

**CITY**

\_\_\_\_\_  
Name

City of Weston  
17200 Royal Palm Blvd.,  
Weston, FL 33326  
Phone: (954) 385-2000  
Fax: (954) 385-2010

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

**INDIAN TRACE ROADWAY IMPROVEMENTS  
BID NO. 2024-11**

_____ <b>Bid Due Date</b>	_____ <b>Bond Number</b>	_____ <b>Bond Date</b>	\$ _____ <b>Penal Sum</b>
------------------------------	-----------------------------	---------------------------	------------------------------

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

**BIDDER**

**SURETY (Attach Power of Attorney)**

\_\_\_\_\_  
Corporate Name and Seal

\_\_\_\_\_  
Corporate Name and Seal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

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

1. Bidder and Surety, jointly and severally, bind themselves, and their heirs, executors, administrators, successors and assigns to pay to City upon default of Bidder any difference between the total amount of Bidder's bid and the total amount of the bid of the next lowest, responsible and responsive bidder as determined by City for the Work required by the Contract Documents, provided that:
  - 1.1 If there is no such next lowest, responsible and responsive bidder, and City does not abandon the Project, then Bidder and Surety shall pay to City the penal sum set forth on the face of this Bond, and
  - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the bidding documents (or any extension thereof agreed to in writing by City) the executed Agreement required by the bidding documents, the Insurance Agent Statement and any performance and payment bonds required by the bidding documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1 City accepts Bidder's bid and Bidder delivers within the time required by the bidding documents (or any extension thereof agreed to in writing by City) the executed Agreement required by the bidding documents, the Insurance Agent Statement and any performance and payment bonds required by the bidding documents and Contract Documents, or
  - 3.2 All bids are rejected by City, or
  - 3.3 City fails to issue a notice of award to Bidder within the time specified in the bidding documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to be Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from City, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by City and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after bid due date.

7. Any suit or action under this Bond shall be commenced only in a Florida court of competent jurisdiction. Any award granted shall not be subject to prejudgment interest.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

**END OF BID BOND**

Document 00420

CONTRACTOR'S QUALIFICATION STATEMENT

THE UNDERSIGNED CERTIFIES UNDER OATH THE TRUTH AND CORRECTNESS OF ALL STATEMENTS AND OF ALL ANSWERS TO THE QUESTIONS MADE HEREINAFTER.

Submitted to: City of Weston, Florida
17200 Royal Palm Boulevard
Weston, Florida 33326

PROJECT TITLE: INDIAN TRACE ROADWAY IMPROVEMENTS

CITY BID NO. 2024-10

TYPE OF CONTRACTOR
General
Building
Electrical
Paving & Drainage
Other

ORGANIZATION:

ADDRESS:

PHONE: FAX:

EMAIL:

PRINCIPAL OFFICE:

- 1. Years your organization has been in business as a contractor?
2. Years your organization has been in business under its present business name?
3. If a corporation, answer the following:
(A) Date of incorporation:
(B) State of incorporation:
(C) President's name:
(D) Vice President's name:
(E) Secretary's name:

(F) Treasurer's name: \_\_\_\_\_

(G) All Directors' names: \_\_\_\_\_

(H) All Shareholders' names: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(A) Date of organization: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. List licenses, certifications and county/municipal Business Tax Receipt (BTR) in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List type of Broward County Certificate of Competency and number where applicable. **Attach copies of each.**

Type of License: \_\_\_\_\_ # \_\_\_\_\_ Expires: \_\_\_\_\_

Type of License: \_\_\_\_\_ # \_\_\_\_\_ Expires: \_\_\_\_\_

Broward County CC: \_\_\_\_\_ # \_\_\_\_\_ Expires: \_\_\_\_\_

BTR Issued by (Agency): \_\_\_\_\_ # \_\_\_\_\_ Expires: \_\_\_\_\_

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

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

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

10. Within the last five years, have you ever had a performance, payment or bid bond called?

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

11. **On a supplemental sheet below**, list at least five (5) similar projects your organization has completed in the past five (5) years, giving the name of the project, architect/engineer, phone, email, contract amount and date of completion. **Please note: All contact information shall be current.**
12. **On a supplemental sheet below**, list the major projects your organization has **in progress**. For each project provide the name of project, owner or government agency, project manager/owners representative, phone, email, contract amount, percentage of project completed and the scheduled completion date. **Please note: All contact information shall be current.**
13. **On a supplemental sheet**, list the construction experience of the key individuals of your organization, who will be working on this project.
14. **On a supplemental sheet**, list the section of work, name of subcontractor and construction experience of the key individuals of your subcontractors who will be working on this project.
15. **On a supplemental sheet**, list the substitution labor/equipment/materials specified, if any, which are proposed on this project.
16. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.
17. Within the last five years, have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against any other Florida public entity?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.
18. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.
19. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.
20. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

21. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?  
 Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.
22. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?  
 Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.
23. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.  
 Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.
24. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.  
 Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.
25. Within the last five years, have you, any officer or partner of your organization or the organization entered into or are currently in a contract with, or received a grant or gift from, a Foreign Country of Concern, with a value of \$50,000 or more. A "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country.  
 Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

**ITEM 1 SUPPLEMENT**

**ATTACH VALID COPIES OF:**

**CONTRACTOR LICENSES**

**CERTIFICATES OF COMPETENCY**  
(If Applicable)

**BUSINESS TAX RECEIPT**

**END OF ITEM 1 SUPPLEMENT**

**ITEM 2 SUPPLEMENT**  
**SIMILAR PROJECTS COMPLETED WITHIN THE LAST FIVE YEARS**  
 BIDDERS MUST COMPLETE THIS INFORMATION IN THE FORMAT BELOW)  
 Bidders may choose to provide additional project information **BUT NOT IN LIEU OF THIS FORM.**

<b>1</b>	Name of Project		
Description/Scope of Work:			
Owner of Project:			Location (City/State)
Owner's Contact Person	Phone:	Email:	
Project Value/Construction Cost		Project Completion Date (month/year)	

<b>2</b>	Name of Project		
Description/Scope of Work:			
Owner of Project:			Location (City/State)
Owner's Contact Person	Phone:	Email:	
Project Value/Construction Cost		Project Completion Date (month/year)	

<b>3</b>	Name of Project		
Description/Scope of Work:			
Owner of Project:			Location (City/State)
Owner's Contact Person	Phone:	Email:	
Project Value/Construction Cost		Project Completion Date (month/year)	

**END OF ITEM 2 SUPPLEMENT**

**ITEM 3 SUPPLEMENT  
SUBCONTRACTORS**

The following work will be performed (or provided) by Subcontractors and coordinated by the CONTRACTOR.

Subcontractor Name	City/State	
Name Key Individual	Title	
Type/Section of Work	Years Experience	

Subcontractor Name	City/State	
Name Key Individual	Title	
Type/Section of Work	Years Experience	

Subcontractor Name	City/State	
Name Key Individual	Title	
Type/Section of Work	Years Experience	

Subcontractor Name	City/State	
Name Key Individual	Title	
Type/Section of Work	Years Experience	

**END OF ITEM 3 SUPPLEMENT**





**Document 00440**

**CITY OF WESTON, FLORIDA  
Sworn Statement Under §287.133(3)(a), Florida Statutes  
Public Entity Crimes**

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_

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

whose business address is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Federal Identification Number  
(FEIN) is: \_\_\_\_\_  
(if applicable)

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

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

and my relationship to the entity is: \_\_\_\_\_

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

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of 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.

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

- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
  - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, share holders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- a. \_\_\_\_\_ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - b. \_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)
    - 1. \_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
    - 2. \_\_\_\_\_ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF FLORIDA        )  
COUNTY OF BROWARD    )

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_ physical presence or  
\_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_  
*(Name of person making statement)*

Personally known to me \_\_\_\_ or has produced Identification \_\_\_\_, type of identification  
produced\_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

**END OF PUBLIC ENTITY CRIMES STATEMENT**

Document 00450

NON-COLLUSION AFFIDAVIT

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA        )  
COUNTY OF BROWARD    )

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_ physical presence or \_\_\_\_  
online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_  
*(Name of person making statement)*

Personally known to me \_\_\_\_ or has produced Identification \_\_\_\_, type of identification  
produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

END OF NON-COLLUSION AFFIDAVIT

**Document 00460**

**ACKNOWLEDGMENT OF CONFORMANCE**

**WITH**

**FLORIDA TRENCH SAFETY ACT**

To the City of Weston, Florida:

\_\_\_\_\_, Contractor, hereby acknowledges and agrees that as Contractor for the City of Weston, Florida, within the limits of the City of Weston, Florida, that he shall have the sole responsibility for compliance with all requirements of the Florida Trench Safety Act, § 553.60 *et seq.* Florida Statutes, and herein agrees to indemnify and hold harmless the City of Weston, Florida, its officials, employees, consultants, and its agents against any and all legal liability or loss the City of Weston, Florida may incur due to the Contractor's failure to comply with such act. The cost of compliance with all such requirements have been included in the Bid.

Contractor:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

(CORPORATE SEAL)

**END OF TRENCH SAFETY ACKNOWLEDGMENT**

**Document 00470  
INDEPENDENCE AFFIDAVIT**

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

I am \_\_\_\_\_ of \_\_\_\_\_, the Contractor that has submitted the attached Proposal;

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

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

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

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

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

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**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**Document 00470**  
**INDEPENDENCE AFFIDAVIT**  
**(CONTINUED)**

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA        )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as

\_\_\_\_\_ (Name of person acknowledging)  
\_\_\_\_\_ (Title)

for \_\_\_\_\_.  
\_\_\_\_\_ (Company name)

Personally known to me \_\_\_\_ or has produced Identification \_\_\_\_, type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

**END OF INDEPENDENCE AFFIDAVIT**

**Document 00480**

**DRUG-FREE WORKPLACE**

The undersigned Contractor in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:  
(Name of Contractor)

1. Publish a statement notifying employees that the unlawful manufacturing, 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 work place, 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 contractual services described in the Agreement document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the Bid documents, 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 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

**Document 00480  
DRUG-FREE WORKPLACE  
(CONTINUED)**

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA            )  
COUNTY OF BROWARD        )

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ (Name of person acknowledging)

\_\_\_\_\_  
(Title)  
for \_\_\_\_\_.  
(Company name)

Personally known to me \_\_\_\_ or has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

**END OF DRUG-FREE WORKPLACE**





**Document 00500**

**AGREEMENT BETWEEN**

**CITY OF WESTON, FLORIDA**

**AND**

---

**AGREEMENT**

Made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_

**Between the CITY:** City of Weston, a Florida municipal corporation ("CITY")  
17200 Royal Palm Boulevard  
Weston, Florida 33326

and the **CONTRACTOR:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Project is: INDIAN TRACE ROADWAY IMPROVEMENTS  
SURTAX-FUNDED MUNICIPAL TRANSPORTATION  
PROJECT NO. WEST- 192/193  
BID NO. 2024-10

The Consultant is: EAC Consulting, Inc.  
(Name and location) 5959 Blue Lagoon Drive, Suite 410  
Miami, Florida 33126  
Phone: 305-265-5400

The CITY and CONTRACTOR 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. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, including as may be amended from time to time.
- 1.2. **Bidder** means an entity or individual submitting a bid for this Project, acting directly or through a duly authorized representative.
- 1.3. **Board** means the City Commission of the City of Weston, Florida, its successors and assigns.

- 1.4. **Change Order** means a written document ordering a change in the Contract Price or Contract Time or a material change in the Work.
- 1.5. **Consultant** means the architect or engineer who has contracted with CITY or who is an employee of CITY and provides professional services for this Project.
- 1.6. **Contract Administrator** means the City Manager, or such other person designated by the City Manager in writing.
- 1.7. **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 Agreement, the Contract Supplement, the General Conditions, the Supplemental General Conditions, the Scope of Work, Invitation to Bid, Addenda, Standard Instructions for Vendors, Special Instructions for Vendors, Plans, Drawings, Exhibits, General Requirements, Technical Specifications, Bid Forms, Record of Award by Board, Bonds, Notice of Award, Notice(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Order(s), Special Provisions, and any additional documents the submission of which is required by this Project.
- 1.8. **Contract Price** means the amount established in the bid submittal and award by the Board, as may be amended by Change Order.
- 1.9. **Contract Time** means the time between commencement and completion of the Work, including any milestone dates thereof, established in Article 3 of this Agreement, as may be amended by Change Order.
- 1.10. **CONTRACTOR** means the person, firm, or corporation with whom CITY has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts or other obligations pertaining to the Work. All references in the Contract Documents to third parties under contract or control of CONTRACTOR shall be deemed to be a reference to Contractor.
- 1.11. **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.
- 1.12. **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.
- 1.13. **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.
- 1.14. **Materials** means materials incorporated in this Project or used or consumed in the performance of the Work.
- 1.15. **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.

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

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

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

1.19. **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.

1.20. **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.

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

1.22. **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.

1.23. **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.

NOTE: In case of a conflict between the definitions stated in this Article 1 and any other definitions in the Bid documents, the definitions in Article 1 shall govern.

## **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 the CITY and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor's

submission to CITY of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall commence within ten (10) days after the date of the first Notice to Proceed. CONTRACTOR shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for all additional Work. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, CONTRACTOR shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall commence within ten (10) days after the Project Initiation Date specified in the second Notice to Proceed.

3.2. Time is of the essence throughout this Agreement. CONTRACTOR must obtain Substantial Completion of the Work within **240 days** from the Project Initiation Date specified in the Second Notice to Proceed, and Final Completion within **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 CITY the sum of **Six Hundred Dollars (\$600.00)** 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 CITY the sum of **One Hundred and Twenty Dollars (\$120.00)** for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to CITY for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of Contractor's failure to timely obtain Substantial Completion; and (2) both Parties' desire to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete this Contract on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

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

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

## ARTICLE 4 CONTRACT SUM

4.1.  This is a Unit Price Contract:\*

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

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

4.2.  This is a Lump Sum Contract:\*

4.2.1. CITY shall pay CONTRACTOR the Contract Price for the performance of the Work described in the Contract Documents.

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

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

## ARTICLE 5 PROGRESS PAYMENTS

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

made, explaining the good cause why payment was not made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form (Form 8A or 8B).

Each Application for Payment shall be submitted in triplicate to Consultant for approval as follows (insert name and address of individuals to receive Pay Application):

EAC Consulting, Inc.  
5959 Blue Lagoon Drive, Suite 410  
Miami, Florida 33126  
Phone: 305-265-5400

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

The Application for Payment for Retainage shall be accompanied by a final Certification of Payment and Release of Claim form from the Contractor, each Supplier and Subcontractor in amounts equal to those stated in the Schedule of Values.

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

No sums shall be due for materials stored on or off site not yet installed.

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

5.3.1 Defective work not remedied.

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

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

5.3.4 Damage to another CONTRACTOR not remedied.

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

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

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

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

(A) Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of five percent (5%) until 50-percent completion and after 50-percent completion, reduce to two and half percent (2.5%) the amount of retainage withheld from each subsequent progress payment.

(B) Add that portion of the Contract Sum properly allocable to materials and equipment delivered and installed, less the applicable retainage. No sums shall be due for materials stored on or off site not yet installed.

(C) Subtract the aggregate of previous payments made by the CITY; and

(B) Subtract amounts, if any, for which the Consultant has withheld or nullified.

The Application for Payment for Retainage shall be accompanied by a final Certification of Payment and Release of Claim form from the CONTRACTOR, each Supplier and Subcontractor in amounts equal to those stated in the Schedule of Values.

## **ARTICLE 6 ACCEPTANCE AND FINAL PAYMENT**

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

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

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

6.4. Final payment shall be made only after the CITY, 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.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the CITY to the CONTRACTOR when (1) the Contract has been fully performed by the CONTRACTOR except for the Contractor's responsibility to correct nonconforming Work, if any, which obligation survives final payment and continues thereafter; and (2) a final Certification of Payment has been issued by the Consultant; such final payment shall be made by the CITY not more than 30 days after the issuance of the Consultant's final Certification of Payment, (3) final Certification of Payment have been furnished from the Contractor, Suppliers and Subcontractors; and (4) a Consent of Surety, if any, for final payment.

Upon completion of all items on the list, CONTRACTOR may submit a payment request for all remaining retainage withheld by Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed, Owner may continue to withhold an amount not to exceed 150% of the total costs to complete such items.

## **ARTICLE 7 REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

7.6. E-Verify: CONTRACTOR shall comply with Section 448.095, Florida Statutes, "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Florida Statutes shall result in termination of this Agreement. Pursuant to Section 448.095, Florida Statutes, any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. Pursuant to Section 448.095, Florida Statutes, if this Agreement is terminated for a violation of the statute by Consultant, Consultant may not be awarded a public contract for a period of 1 year after the date of termination.

7.7. 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.

7.8. 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.

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

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

## **ARTICLE 8 MISCELLANEOUS**

8.1. Contract Documents and Priority of Provisions. In the event of any conflict between the terms contained in this Contract and those contained in a Contract Supplement, the terms of such Contract Supplement shall prevail. Furthermore, in the event of any conflict between the terms of the General Conditions included in this Contract and those contained in any General Supplemental Provisions, the terms of such General Supplemental Provisions shall prevail. In addition, 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.

### **NOT APPLICABLE FOR THIS PROJECT**

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. Work 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 Municipality. This Contract shall not constitute or make the Parties a partnership or joint venture.

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

8.4. Notices. In order for a notice to a Party to be effective under this Contract, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

For Municipality:  
Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326  
E-mail: [ddecker@westonfl.org](mailto:ddecker@westonfl.org)

For Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. CITY reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to CITY to reasonably compensate it for the performance of any such due diligence.

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.

8.7. No Waiver. Municipality'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. If 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. **EACH PARTY HEREBY EACH EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND 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. Unless otherwise expressly authorized herein, no modification, amendment, or alteration of any portion of this Contract shall be effective unless contained in a written document executed with the same or similar formality as this Contract by duly authorized representatives of CITY and Contractor.

8.11. Prior Agreements. The Contract is the final and complete understanding of the Parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Contract or the Contract Documents are contained herein.

8.12. Compliance with Laws. CONTRACTOR and the Work must comply with all Applicable Law, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

8.13. Living Wage Requirement. To the extent CONTRACTOR is a “covered employer” within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, CONTRACTOR agrees to and shall pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that CONTRACTOR shall ensure all of its Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance

8.14. [IF APPLICABLE]. 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 CITY 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 expiration or termination 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.

8.15. [NOT APPLICABLE FOR THIS PROJECT] Federally Funded Contracts. CONTRACTOR certifies and represents that it will comply with the Municipality's Federally Funded Contract Requirements attached hereto and incorporated herein as Exhibit \_\_\_.

8.16. 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" refer to the Contract as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article, such reference is to the section or article as a whole, including the subsections thereof, 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.

8.17. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Contract, nothing herein is intended to serve as a waiver of sovereign immunity by CITY nor shall anything included herein be construed as consent by CITY to be sued by third parties in any matter arising out of this Contract. CITY is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

8.18. Electronic Signatures: CITY and CONTRACTOR agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

**AGREEMENT**  
**BETWEEN THE**  
**CITY OF WESTON, FLORIDA**  
**AND**

---

**INDIAN TRACE ROADWAY IMPROVEMENTS**  
**SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT NO. WEST – 192/193**  
**BID NO. 2024-10**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_; and \_\_\_\_\_ authorized to execute same.

CITY OF WESTON,  
through its City Commission

ATTEST:

By: \_\_\_\_\_  
Margaret Brown, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Patricia A. Bates, MMC, City Clerk

By: \_\_\_\_\_  
Donald P. Decker, City Manager/CEO  
\_\_\_\_ day of \_\_\_\_\_, 2024

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By: \_\_\_\_\_  
Jamie Alan Cole, City Attorney  
\_\_\_\_ day of \_\_\_\_\_, 2024

**(CITY SEAL)**

**AGREEMENT  
BETWEEN THE  
CITY OF WESTON, FLORIDA  
AND**

---

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Signature Name and Title

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**END OF AGREEMENT**

**DOCUMENT 00510 - SUMMARY OF TERMS AND CONDITIONS**

<b>Project Title:</b>	<b>INDIAN TRACE ROADWAY IMPROVEMENTS</b>
<b>Location:</b>	<b>FROM SADDLE CLUB ROAD TO SW 160<sup>TH</sup> AVE., Weston, Florida</b>
<b>RLI Number:</b>	
<b>Contract Number:</b>	<b>2024-10</b>
<b>Project Number (Surtax):</b>	<b>WEST-192/193</b>

**SUMMARY OF TERMS AND CONDITIONS**

<b>General Contractor:</b>	
Contractor Address:	
Federal Identification No.:	__ - _____

<b>Contract Administrator:</b>	City of Weston
Contract Administrator Address:	17200 Royal Palm Boulevard, Weston Florida 33326

<b>Consultant:</b>	
Consultant Address:	

<b>Article</b>	<b>Description</b>	<b>Unit</b>
3.2	Substantial Completion	240 Days from the Project Initiation Date in NTP
3.2	Final Completion	30 Days from Substantial Completion
3.3	Liquidated Damages for start delays for each calendar day after time specified in Notice to Proceed	\$120 per day
3.3	Liquidated Damages for each calendar day after time specified for Substantial Completion	\$600 per day
3.3	Liquidated Damages for each calendar day after time specified for Final Completion	\$120 per day
3.3	[If applicable] Liquidated Damages for each calendar day after time specified for interim Milestones (or phase):	Interim Milestone #1 \$ _____ per day
		Interim Milestone #2 \$ _____ per day

Article	Description	Unit
	[Milestones 1, 2, 3, etc.: Division 1, Section ]	Interim Milestone #3 \$ per day
5.2	Will materials and equipment be stored at the Project site?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.1	Is this contract subject to Florida Department of Transportation ("FDOT") ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.4	The Parties designate the following as the respective places for giving of notice:	For City:  For Contractor:
8.22 and 8.23	Select the sources of funding that apply to this project:	<input type="checkbox"/> Federal Funding <input type="checkbox"/> State Funding <input type="checkbox"/> County Funding <input type="checkbox"/> Municipal Funding
42 (General Conditions)	Compensable Excusable Delay for each calendar day beyond the Contract Time.	\$106 per day
54 (General Conditions)	<input type="checkbox"/> Broward County Business Enterprise (CBE) or Small Business Enterprise (SBE) commitment	As awarded  % per day

**DOCUMENT 00600: PERFORMANCE BOND**

Project Name: Indian Trace Roadway Improvements

Project Number: Bid No. 2024-10 Surtax Project # WEST – 192/193

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

WHEREAS, CONTRACTOR has by written agreement dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into a Contract, Bid/Contract No. 2024-10 with CITY, the terms of which contract (including the Contract Documents, as those are defined in the contract) are incorporated by reference herein and made a part hereof as the “Contract,” which includes any and all provisions for liquidated damages, and other damages identified.

THE CONDITION OF THIS BOND is that if Contractor:

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

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

- a) Complete the required performance in accordance with the terms and conditions of the Contract Documents; or
- b) Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if CITY/County elects, upon determination by CITY/County and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and CITY/County on the same terms and conditions as the Contract Documents unless otherwise agreed by CITY/County, and shall make available as Work progresses sufficient funds to pay the cost of completion of the Work required by the Contract in an amount less but not exceeding the balance of the Contract Price , which amount shall include other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the Contract Price,” as used in this paragraph,

shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR.

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

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

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

CONTRACTOR

\_\_\_\_\_  
Corporate Secretary or other  
person authorized to attest

By: \_\_\_\_\_  
Authorized Signor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name and Title  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Agent and Attorney-in-Fact

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
Phone No. \_\_\_\_\_

**DOCUMENT 00610: PAYMENT BOND**

Project Name: Indian Trace Roadway Improvements  
Project Number: Bid No. 2024-10, Surtax Project # WEST – 192/193

KNOW ALL BY THESE PRESENTS:

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

WHEREAS, CONTRACTOR has by written agreement dated the \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, entered into a Contract, Bid/Contract No. 2024-10 with City for construction of \_\_\_\_\_ located at \_\_\_\_\_, the terms of which contract (including the Contract Documents, as those are defined in the contract) are incorporated by reference herein and made a part hereof as the "Contract."

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1. Pays CITY/County all losses, damages, expenses, costs and attorneys' fees including appellate proceedings, that Municipality/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 (as defined in the Contract), furnish to CONTRACTOR a notice that he or she intends to look to the bond for protection.
- B. A claimant who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- C. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety unless the notices stated under the preceding conditions (A) and/or (B), as applicable, have been given.

D. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Sections 255.05(2) and 255.05(10), Florida Statutes.

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

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

ATTEST:

CONTRACTOR

\_\_\_\_\_  
Corporate Secretary or other  
person authorized to attest

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:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name

Phone No. \_\_\_\_\_

**DOCUMENT 00611: CERTIFICATE AS TO CORPORATE PRINCIPAL**

**[COMPLETE ONLY ONE: CERTIFICATION BY CORPORATE SECRETARY OR NOTARIZED CERTIFICATION UNDER OATH]**

*CERTIFICATION BY CORPORATE SECRETARY:*

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bonds; that \_\_\_\_\_, who signed the Bond(s) on behalf of the Principal, was then \_\_\_\_\_ of said corporation; that I know their signature; that their signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

Signature: \_\_\_\_\_

as Secretary of: \_\_\_\_\_  
(Print Name of Principal/Contractor)

(CORPORATE SEAL)

Print Name: \_\_\_\_\_

*NOTARIZED CERTIFICATION UNDER OATH:*

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_ (Name of Notary) a Notary Public duly commissioned, qualified, and acting, personally appeared \_\_\_\_\_ (Name of Principal/Contractor's Authorized Signor), who has duly sworn under oath (or affirmed) that they are authorized to execute the foregoing Performance and Payment Bond on behalf of Contractor named therein in favor of County.

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

NOTARY PUBLIC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(NOTARY SEAL)

My commission expires:

Personally Known or  Produced Identification

Type of Identification Produced: \_\_\_\_\_

**DOCUMENT 00612: FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS**  
**\$500,000.00 OR LESS**

TO: CITY OF WESTON  
RE: BID NO. 2024-10

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)*

AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, Agent and Attorney-in-fact of \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ and who  did  did not take an oath.

NOTARY PUBLIC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(NOTARY SEAL)

My commission expires:

Personally Known or  Produced Identification

Type of My commission expires:

Identification Produced: \_\_\_\_\_

**DOCUMENT 00613: UNCONDITIONAL LETTER OF CREDIT  
(PERFORMANCE AND PAYMENT GUARANTY) FORM**

UNCONDITIONAL LETTER OF CREDIT

Beneficiary:  
City of Weston, Florida  
City Manager

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Florida \_\_\_\_

Date of Issue \_\_\_\_\_

Issuing Bank's No. \_\_\_\_\_

Applicant: \_\_\_\_\_

Amount: \_\_\_\_\_  
(in United States Funds)

Expiry: \_\_\_\_\_  
(Date)

Bid/Contract Number 2023-12

We hereby authorize you to draw on \_\_\_\_\_ (Bank, Issuer name) at \_\_\_\_\_ (Branch Address) by order of and for the account of \_\_\_\_\_ (Contractor, Applicant, Customer) up to an aggregate amount, in United States Funds, of \$ \_\_\_\_\_ available by your drafts at sight, accompanied by: A signed statement from the City Manager of the City of Weston, Florida, (the "CITY") or the City Manager's authorized representative that the drawing is due to default in performance of certain obligations on the part of \_\_\_\_\_ agreed upon by and between the City of Weston and \_\_\_\_\_ pursuant to the Bid/Contract No. 2023-12 for \_\_\_\_\_ 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. \_\_\_\_\_ of \_\_\_\_\_ (Bank) dated \_\_\_\_\_."

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

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

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

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

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (2007 revision), Publication No. 600 and to the provisions of Florida law. If

a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

---

Authorized Signature

**Document 00620**

**CERTIFICATE(S) OF INSURANCE**

ATTACH

CERTIFICATE(S) OF INSURANCE

TO THIS PAGE

UPON EXECUTION OF

AGREEMENT BETWEEN CITY & CONTRACTOR

**Document 00630**

**ACKNOWLEDGMENT OF CONFORMANCE**

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

To the City of Weston, Florida:

\_\_\_\_\_, hereby acknowledges and agrees that as Contractor for the City of Weston, Florida, within the limits of the City of Weston, Florida, that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to defend, indemnify and hold harmless the City of Weston, Florida, its officials, employees, service providers, and its agents against any and all legal liability or loss the City of Weston, Florida may incur due to the Contractor's failure to comply with such act.

Contractor:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

(CORPORATE SEAL)

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

Document 00635

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: \_\_\_\_\_ (“Vendor”)

Vendor FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email Address: \_\_\_\_\_

As a nongovernmental entity executing, renewing, or extending a contract with the City of Weston, Florida, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), Florida Statutes, coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

Written Declaration

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

By: \_\_\_\_\_

Authorized Signature

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA )

COUNTY OF \_\_\_\_\_)

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_ physical presence or \_\_\_\_  
online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_.

(Name of person making statement)

Personally known to me \_\_\_\_ or has produced Identification \_\_\_\_, type of identification  
produced\_\_\_\_\_.

\_\_\_\_\_

(NOTARY SEAL HERE) SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

**Document 00640**

**HAZCOM TRAINING/INFORMATION**

**ARTICLE 1.0**  
**TRAINING**

- 1.1 This is to verify that I have been given training information as required by OSHA's Hazard Communication Standard. Training has included:
- A. Potential chemical and physical hazards for the areas in which contract operations are being conducted.
  - B. The location and availability of Material Safety Data Sheets.
  - C. Detection of the presence of hazardous chemicals.
  - D. Facility precautions and safety procedures.
  - E. Emergency procedures in the event of accidental exposures to hazardous materials, including emergency phone numbers and the location of safety equipment.
  - F. Hazardous chemical labeling systems used in contracted work area.
  - G. Directions to and appropriate locations for eating, drinking, smoking and sanitation facilities.

**ARTICLE 2.0**  
**INFORMATION**

- 2.1 I understand that I may not bring onto this Project any substances considered hazardous without prior written consent of the City of Weston.
- 2.2 I understand the method of disposal of any hazardous substance must be approved by the City of Weston.
- 2.3 I have been given the locations in which contract operations will take place and I understand how to evacuate safely from the areas in the event of an emergency.
- 2.4 I have been given an opportunity to ask questions about the Hazard Communication Standard and to have those questions answered.

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

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

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

Contractor:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

(CORPORATE SEAL)

**END OF HAZCOM TRAINING/INFORMATION**

**DOCUMENT 00700**  
**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 two originals of this Contract Document. Two (2) copies shall be preserved and always made accessible to Consultant and Consultant's authorized representatives. Additional copies of this Contract Documents may be obtained from City at the cost of reproduction.

**ARTICLE 2 INTENTION OF CITY**

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

**ARTICLE 3 PRELIMINARY MATTERS**

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

3.1.1. A progress schedule in the indicated form:

- Bar Chart
- Modified Critical Path Method ("CPM")
- CPM

Computerized CPM

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

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

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

3.1.2. A preliminary schedule of Shop Drawing submissions; and

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

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

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

3.3. Within thirty-five (35) days from the Project Initiation Date set forth in the applicable Notice to Proceed, a conference attended by Contractor, Consultant, and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within forty-five (45) days after the Project Initiation Date set forth in the applicable Notice to Proceed, Contractor shall revise the original schedule submittal to address all review comments from the progress schedule review conference and resubmit a revised progress schedule to Consultant for review. Consultant's acceptance of the finalized progress schedule shall only be with respect to the orderly progression of

the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by City or Consultant of the means or methods of construction or of the sequencing or scheduling of the Work. Such acceptance will neither impose on Consultant or City responsibility for the progress or scheduling of the Work, nor relieve Contractor from full responsibility therefor. The finalized schedule of Shop Drawing submissions must be acceptable to Consultant as providing a workable arrangement for processing such submissions. The finalized schedule of values must be acceptable to Consultant as to form and substance.

#### **ARTICLE 4 PERFORMANCE BOND AND PAYMENT BOND**

4.1. Within ten (10) days after being notified of the award, Contractor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond (Document 00600) and Payment Bond (Document 00610). Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to City the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, and Subcontractors employed pursuant to this Project. Each Bond shall be with a surety company that is qualified pursuant to Article 5. Each Bond must name "Broward County" as an additional obligee.

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

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

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

#### **ARTICLE 5 QUALIFICATION OF SURETY**

5.1 **Bid Security:** Simultaneous with the delivery of an executed Bid to the City, when required, the Bidder shall furnish to the City a Bid Security in the amount specified in the Bid as security for the faithful execution of a contract with the City in the event of such award by the City Commission.

5.2 Bid security may be in the form of a cashier's check payable to the City of Weston and drawn on a bank, authorized to do business in the State of Florida, or a Bid Bond issued by a surety meeting the qualifications stated herein. **Bonds shall be submitted on the forms provided by the City.** Bonds shall be returned subsequent to award of the contract by the City Commission and execution by the successful Bidder and the appropriate City officials.

5.3 Failure by the successful Bidder to execute a Contract, to furnish Performance and Payment Bonds when required, and to furnish Certificates of Insurance in the minimum amounts specified in the Bid, shall be just cause for the rescission of the award and the retention of the Bid Security by the

City. Such retention shall be considered not as a penalty, but as liquidation for damages sustained. Award may then be made to the next ranked Bidder, or all Bids may be rejected.

5.4 **Performance Bond and Payment Bond:** Simultaneous with the delivery of the executed contract to the City, the Contractor shall furnish an executed Performance and Payment bond in an amount equal to one hundred percent (100%) of the contract value, as security for the faithful performance of contract and for the payment of all persons performing labor and/or furnishing materials in connection with the Project. **Bonds shall be submitted on the forms provided by the City.** The condition of this obligation is such that, if the Contractor shall promptly and faithfully perform said contract, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Contract, and shall fully indemnify and save harmless the City and its agents and/or service provider for all costs and damages he may suffer by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

5.5 **Warranty Bond:** The Contractor shall furnish a Warranty Bond in the amount of ten percent (10%) of the actual cost of the Work, upon acceptance of said Work by the City. Such Bond shall be submitted on the form, Document 00910, contained in the Project Manual.

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

- A. The surety company is licensed to do business in the State of Florida.
- B. The surety company holds a currently valid certificate of authority authorizing it to write surety bonds in the State of Florida.
- C. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
- D. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
- E. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
- F. Each bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
- G. Each bond shall be issued by a Florida resident agent.
- H. Qualifications: As to companies being rated acceptable:

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

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

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. In the event that the Surety Company's rating shall drop, the Surety Company shall immediately notify the City.

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 10,000,000	A, IX

All Surety Companies are subject to review and approval by the City and may be rejected without cause. A surety company that is rejected by City may be substituted by the Bidder or proposer with a surety company acceptable to City, but only if the bid amount does not increase. All bonds signed by an Agency must be accompanied by a certificate of authority to act.

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

- A. The surety company is licensed to do business in the State of Florida.
- B. The surety company holds a certificate of authority authorizing it to write surety bonds in the State of Florida.
- C. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
- D. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
- E. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.

**5.7 Duration of Bonds:** Performance Bonds and Payment Bonds shall remain in force until acceptance of Work; however, if the Contract is terminated, they shall remain in force for 1 year from the date of termination of this Contract as protection to the City against losses resulting from latent defects in materials or improper performance of work under the Contract that may appear or be

discovered during that period. Warranty Bonds shall remain in force for one (1) year from the date of acceptance of the Work.

5.8 **Non-compliance:** Contractor's failure to deliver executed Performance Bond, Payment Bond and Warranty Bond in a form acceptable to the City shall constitute a material breach of the Contract and shall relieve the City of all payment obligations until such bonds are provided and shall result in the Contractor's forfeiture of any and all bid securities.

5.9 **Exemption of Requirements for Bonds:** Pursuant to §255.05, Florida Statutes, as may be amended from time to time, if the construction contract with the City is for \$200,000.00 or less, the Contractor may be exempted from executing the statutorily required performance and payment bonds, "at the discretion of the official or board awarding such contract when such work is done for any County, City, etc."

- A. The City reserves the right to exempt, or not to exempt, the requirement of Performance Bonds and Payment Bonds. The City may choose to bond any such construction project for \$200,000.00 or less.
- B. In the event the City exempts the Performance Bond and Payment Bond requirements, the City's elected officials, employees, agents or consultant shall not be personally liable to persons suffering loss because of granting such an exemption.
- C. Contractor shall include the cost of providing such bonds in Document 00300, the Bid Form.

## **ARTICLE 6 INDEMNIFICATION**

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

## **ARTICLE 7 INSURANCE REQUIREMENTS**

### **7.1 Insurance:**

- A. Before performing any Work, Contractor shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII." In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City. No changes shall be made to these specifications without prior written specific approval by the City.

- B. All policies required by this contract, with the exception of Workers' Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name "City of Weston" and "Broward County" as Additional Insured during the project and for a minimum of five (5) years following the project completion and acceptance by the City or no more restrictive than ISO form CG 20 37 (07 04). Waiver of subrogation in favor of the City of Weston is required on all policies except Workers' Compensation. The CITY and "Broward County" shall be named as additional insured on all policies except worker's compensation and professional liability.
- C. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- D. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- E. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- F. Contractor is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- G. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- H. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- I. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to Contractor's insurance company and CITY as soon as practicable after notice to the insured.
- J. Proposer agrees by entering into a written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. Proposer's insurance shall be Primary and non-contributory.
- K. Proposer is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

## 7.2 Specific Coverage:

The following specific insurance coverages  **apply** or  **do not apply** to this solicitation:

- Workers Compensation: Proposer shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States Longshoremen and Harborworkers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event Proposer has "leased" employees, Proposer must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

Bidder is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by Proposer. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- Commercial General Liability: Proposer shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.
- Business Automobile Liability: Proposer shall provide evidence of business automobile liability on a standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.
- Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.
- Subcontractors: Insurance requirements itemized in this contract and required of CONTRACTOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- Pollution Liability: For sudden and gradual occurrences or claims made and, in an amount, no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Professional Liability: CONSULTANT shall maintain Professional Liability insurance for both the CONSULTANT and any professionals required to carry professional licenses. The policy shall be written at a limit of not less than \$1,000,000 Each Occurrence and \$2,000,000 Annual Aggregate.

Hazardous Materials Insurance: For the purpose of this section, the term “hazardous materials” includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, the CITY shall be notified immediately, and no further work shall be performed in the area of the hazardous material until the CONTRACTOR provides the following coverage(s) as determined solely by the CITY.

1. CONTRACTORs Pollution Liability: For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

2. Asbestos Liability: For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract.

3. Disposal: When applicable, the CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.

4. Hazardous Waste/Materials Transportation: When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$3,000,000 annual aggregate and provide a valid EPA identification number.

Certificates of insurance shall clearly state the hazardous material exposure work being performed under the Agreement.

Cyber Liability: CONTRACTOR shall obtain, at CONTRACTOR 's expense, and keep in effect during the term of this contract, Cyber Liability Insurance covering any damages arising from alteration of, loss of, or destruction of electronic data and/or information “property” of the CITY that will be in the care, custody, or control of CONTRACTOR. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, unauthorized access to a computer system, hacker attacks, denial

of service attacks, malicious code, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Combined single limit per occurrence shall not be less than \$2,000,000.

Builders' Risk – Property Coverage: a special form coverage shall include, but not be limited to:

1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project.
2. Theft coverage.
3. Waiver of Occupancy Clause endorsement, which will enable the CITY to occupy the facility under construction/renovation during such activity.
4. Limits of insurance to equal 100% of the insurable completed contract amount of such addition(s), building(s) or structure(s), on an agreed amount/replacement cost basis, and Maximum deductible clause of \$10,000 each claim; exceptions may be made for Windstorm and Flood deductibles.

Builders' Risk – Installation Coverage: For installation, CONTRACTOR must provide Builders' Risk installation coverage to include coverage for materials stored at the project site, property while in transit, and property stored at a temporary location for the amount of materials involved in this contract.

7.3 **Insurance Requirement:** Within 14 calendar days of the date of the award of the bid by the City Commission, the lowest responsive/responsible Bidder, (the "Apparent Low Bidder") shall furnish to the CITY proof of insurance, as required herein.

## **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.

11.3. It is not the Contractor's responsibility to ascertain whether the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly provide written notice to the City and Consultant of the necessary changes. The necessary changes will be made by the appropriate Modification document.

11.4. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the City and Consultant, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

## **ARTICLE 12 RESOLUTION OF DISPUTES**

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

thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages, including utilization of construction schedule changes and alternative means of construction.

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

### ARTICLE 13 INSPECTION OF WORK

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

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

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

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

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

## **ARTICLE 14 SUPERINTENDENCE AND SUPERVISION**

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

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

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

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

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

## **ARTICLE 15 CITY'S RIGHT TO TERMINATE CONTRACT**

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

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

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

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

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

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

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

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

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

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

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

for City's right to terminate this Agreement for convenience in the form of City's obligation to provide advance notice to Contractor of such termination in accordance with this Section 15.4.

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

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

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

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

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

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

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

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

## **ARTICLE 16   SUSPENSION OF WORK**

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

## **ARTICLE 17   PROJECT RECORDS AND RIGHT TO AUDIT**

17.1 Audit Rights and Retention of Records. Contractor shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 18 RIGHTS OF VARIOUS INTERESTS**

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

## **ARTICLE 19 EXPLOSIVES**

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

## ARTICLE 20 DIFFERING SITE CONDITIONS

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

## ARTICLE 21 PLANS AND WORKING DRAWINGS

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

## ARTICLE 22 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA

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

## ARTICLE 23 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

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

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

#### **ARTICLE 24 WARRANTY**

Contractor warrants to City that all Materials and equipment furnished under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. 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. All manufacturers' product warranties shall be registered in the City's name and for its sole benefit. This warranty is not limited by the provisions of Article 26 herein.

#### **ARTICLE 25 SUPPLEMENTARY DRAWINGS**

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

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

#### **ARTICLE 26 DEFECTIVE WORK**

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

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

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

obligation that Contractor might have under this Contract, including, but not limited to, Article 24 hereof and any claim regarding latent defects.

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

#### **ARTICLE 27 TAXES**

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

#### **ARTICLE 28 SUBCONTRACTS**

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

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

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

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

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

#### **ARTICLE 29 SEPARATE CONTRACTS**

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

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

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

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

### **ARTICLE 30 USE OF COMPLETED PORTIONS**

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

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

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

30.2.2. Contractor shall complete to the point of Substantial Completion the Designated Area and request inspection and issuance of a Certificate of Substantial Completion (00935) from Consultant.

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

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

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

## **ARTICLE 31 LANDS OF WORK**

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

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

## **ARTICLE 32 LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS**

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

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

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

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

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

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

## **ARTICLE 34 VALUE ENGINEERING**

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

## **ARTICLE 35 PAYMENT FOR TESTS**

35.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Consultant timely notice of when and where tests and inspections are to be made so the Consultant may observe such procedures. The City shall bear costs of tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded. 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.

35.2 If the Consultant, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included in the Contract Documents, the Consultant will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Consultant of when and where tests and inspections are to be made so the Consultant may observe such procedures. The Owner shall bear such costs except as otherwise provided.

35.3 If such procedures for testing, inspection or approval reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Consultant's services and expenses, and testing expenses.

35.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly, in a technically appropriate time period, delivered to the Consultant.

35.5 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly, in a technically appropriate time period, to avoid unreasonable delay in the Work.

35.6 The Consultant's first inspection shall be at no charge to the Contractor; however, the actual costs incurred by the City for any subsequent inspections shall be deducted from the final payment to the Contractor.

### **ARTICLE 36 CHANGE IN THE WORK OR TERMS OF CONTRACT**

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

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

### **ARTICLE 37 FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS**

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

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

### **ARTICLE 38 CHANGE ORDERS**

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

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

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

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

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

### **ARTICLE 39 VALUE OF CHANGE ORDER WORK**

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

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

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

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

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

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

39.2.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless City deposits funds with Contractor to make payments, in which case the cash discounts shall accrue to City. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to City, and Contractor shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery, and the parts thereof, whether rented by Contractor, in accordance with rental agreements approved by City with the advice of Consultant, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. City will not be responsible for the cost of the rental of any such equipment, machinery, or parts when the use thereof is no longer necessary for the Work.

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

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

39.2.5 Supplemental costs including the following:

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

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

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

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

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

39.3.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office, for general administration of the Work that are not specifically

included in the agreed-upon schedule of job classifications referred to in subsection 39.2.1, all of which payroll costs and other compensation are to be considered administrative costs covered by Contractor's fee.

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

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

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

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

39.3.6 Other overhead or general expense costs of any kind.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 41 NO DAMAGES FOR DELAY**

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against City by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for

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

#### **ARTICLE 42 EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE**

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

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

City and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of this Contract, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay, and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be **\$1,166.67 per day for each day** this Contract is delayed due to a Compensable Excusable Delay.

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

### **ARTICLE 43 SUBSTANTIAL COMPLETION**

When Contractor determines in good faith that the Work, or a portion thereof designated by City pursuant to Article 30 hereof, has reached Substantial Completion, Contractor shall so notify the Contract Administrator and Consultant in writing. Consultant and the Contract Administrator shall then promptly inspect the Work. When Consultant, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion (Document 00935). The Contract Administrator shall affix its determination to the Certificate of Substantial Completion, which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of City and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance. Consultant and the Contract Administrator shall develop and Contractor shall review the list of all Work yet to be completed by Contractor to satisfy the requirements of this Contract for Final Completion and to make the Work satisfactory and acceptable. The list shall be provided to Contractor within five (5) days after final development and review. If the final list is not provided within the stated five (5) days, the Contract Time for completion shall be extended by the number of days exceeding the five (5) days. The failure to include any items of corrective Work on such list does not alter the responsibility of Contractor to complete all Work in accordance with this Contract. Warranties required by this Contract shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contract Administrator and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate of Substantial Completion.

Upon completion of all items on the list, Contractor may submit a payment request for all remaining retainage withheld by Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed, Owner may continue to withhold an amount not to exceed 150% of the total costs to complete such items.

### **ARTICLE 44 NO INTEREST**

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

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

### **ARTICLE 45 SHOP DRAWINGS**

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 46 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS**

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

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

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

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

#### **ARTICLE 47 SAFETY AND PROTECTION**

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

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

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

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

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

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

## **ARTICLE 48 FINAL BILL OF MATERIALS**

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

## **ARTICLE 49 PROJECT SIGN**

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

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

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

## **ARTICLE 51 HURRICANE PRECAUTIONS**

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

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

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

## **ARTICLE 52 REMOVAL OF EQUIPMENT**

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

## **ARTICLE 53 DOMESTIC PARTNERSHIP REQUIREMENT**

Unless this Contract is exempt under Section 16½-157(c), Broward County Code of Ordinances, Contractor certifies and represents that it will comply with the provisions of

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

#### **ARTICLE 54 EQUAL EMPLOYMENT OPPORTUNITY**

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

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

#### **ARTICLE 55 PUBLIC RECORDS**

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

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

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

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

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

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

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

Any material submitted to City that Contractor 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, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event a third party submits a request to City for records designated by Contractor as Trade Secret Materials, City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor shall indemnify and defend City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, PBATES@WESTONFL.ORG OR BY MAIL: CITY OF WESTON – OFFICE OF CITY CLERK, 17200 ROYAL PALM BOULEVARD, WESTON, FL 33326.**

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**SUPPLEMENTAL GENERAL CONDITIONS**



**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT  
Governmental Center Annex**

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674

**MEMORANDUM**

**DATE:** May 28, 2024

**TO:** Scott Buck, Senior Project Manager  
City of Weston

**THRU:** Sandy-Michael McDonald, Director  
Office of Economic and Small Business Development

**SANDY-MICHAEL MCDONALD**  
Digitally signed by SANDY-MICHAEL MCDONALD  
Date: 2024.05.29 11:06:21 -04'00'

**FROM:** Donna-Ann Knapp, Small Business Development Manager  
Office of Economic and Small Business Development

**DONNA-ANN KNAPP**  
Digitally signed by DONNA-ANN KNAPP  
Date: 2024.05.29 09:22:54 -04'00'

**SUBJECT:** Indian Trace from Saddle Club Road to SW 160<sup>th</sup> Avenue (West 192/193) **Surtax**

The CBE Goal assigned to the above-mentioned project is as follows:

**CBE GOAL: 30%**

**NAICS Codes: 237310**

**Scope of Services:** Maintenance of Traffic & Mobilization, Roadway, Drainage, Signing & Pavement Markings, Landscape & Irrigation, Signalization.

**This contract is not subject to the Broward County Workforce Investment Program.**

**This contract is not subject to the Broward County Construction Apprenticeship Program.**

Eligibility for the CBE program is based on economic/size standards; the program does not utilize race or gender criteria for either certification or goal methodology purposes. The above assigned goal for County Business Enterprises is based on our examination of the scope of work and cost estimate as submitted to the Office of Economic and Small Business Development by the using agency. If you have any concerns regarding available subcontracting opportunities, please contact our office at (954) 357-6400.

cc: Maribel Feliciano, Assistant Director, OESBD  
Laurina Gause, Small Business Development Specialist, OESBD





**DOCUMENT 00730: STATEMENT OF COMPLIANCE (PREVAILING WAGE RATE)**

No. \_\_\_\_\_

Contract No. **2024 - XX**

Project Title: Indian Trace Roadway Improvements

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 \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, and who  did  did not take an oath.

NOTARY PUBLIC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(NOTARY SEAL)

My commission expires:

Personally Known or  Produced Identification

Type of Identification Produced: \_\_\_\_\_

**DOCUMENT 00740: STATEMENT OF COMPLIANCE (DAVIS-BACON ACT)**

No. \_\_\_\_\_

Contract No. **2024 - XX**

Project Title: Indian Trace Roadway Improvements

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 the Davis-Bacon Act and the applicable conditions of the Contract.

Dated \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Name and Title)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and who  did  did not take an oath.

NOTARY PUBLIC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(NOTARY SEAL)

My commission expires:

Personally Known or  Produced Identification

Type of Identification Produced: \_\_\_\_\_

**DOCUMENT 00750: CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS**

Contract No. 2024 - XX

Project Title: Indian Trace Roadway Improvements

The undersigned Contractor hereby swears under penalty of perjury that:

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

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Dated \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ Contractor

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Name and Title)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and who  did  did not take an oath.

NOTARY PUBLIC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(NOTARY SEAL)

My commission expires:

Personally Known or  Produced Identification

Type of Identification Produced: \_\_\_\_\_

**DOCUMENT 00760**

**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 Municipality 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 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 Municipality 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.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing Final List of Non-Certified Subcontractors and Suppliers was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, and who  did  did not take an oath.

(NOTARY SEAL)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

My commission expires:

Personally Known or  Produced Identification

Type of Identification Produced: \_\_\_\_\_



**DOCUMENT 00770 - NOT APPLICABLE**  
**SURTAX PROJECTS AND SERVICES (MUNICIPALITY)**  
**LETTER OF INTENT**  
**BETWEEN BIDDER/OFFEROR AND**  
**COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER**

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performed with your own forces.

**Municipality (City/Town/Village):** \_\_\_\_\_

**Solicitation No.:** \_\_\_\_\_ **Project Title:** \_\_\_\_\_

**Bidder/Offeror Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_ **Zip:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**CBE Firm/Supplier Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_ **Zip:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

**WORK TO BE PERFORMED BY CBE FIRM(S)**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value

**AFFIRMATION:** I hereby affirm that the information above is true and correct.

**CBE Firm/Supplier Authorized Representative**

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Bidder/Offeror Authorized Representative**

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<sup>1</sup> Visit <https://www.census.gov/eos/www/naics/> to search and identify the correct NAICS codes. Match each type of work with the most appropriate NAICS code.

<sup>2</sup> To be provided only when the solicitation requires that the bidder/offeror include a dollar amount in its bid/offer.

*In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

**DOCUMENT 00780**

**EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM CONTRACTOR CERTIFICATION**

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

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

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

[Continued on next page]



**DOCUMENT 00790**  
**STATEMENT OF CBE/SBE ASSURANCE**

(Company Letterhead)

**CONTRACTOR ASSURANCE STATEMENT**

**PROJECT DESCRIPTION**

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

1. Compliance with the Municipality'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: \_\_\_\_\_

Document 00800

SUPPLEMENTAL CONDITIONS

I - SOLICITATION LANGUAGE FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT

**Goal Participation:** This solicitation includes the following Broward County certified County Business Enterprises (CBE) goal: 30%.

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

- A. On September 25, 2018 (Item No. 69), the Board of County Commissioners of Broward County, Florida, (County Commission) adopted a thirty percent (30%) County Business Enterprise Program (CBE) participation goal for projects funded with proceeds from the transportation surtax. The project that is the subject of this solicitation will be funded with proceeds from the transportation surtax. Therefore, the Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances, as amended (the "Business Opportunity Act" or "CBE Program"), is applicable to this solicitation and the contract that will result from this solicitation. All vendors/firms responding to this solicitation are required to utilize CBE firms to perform the assigned participation goal for this contract.
- B. The Broward County Office of Economic and Small Business Development (OESBD) has established the CBE participation goal for this project based up on the proposed scope of services/work for the project. Potential alternate/additional scopes of services/work, optional services and allowances were not considered by OESBD when the CBE participation goal for this project was established. If the CITY subsequently chooses to authorize any alternate/additional scopes of services/work, optional services and/or allowances, that are determined by OESBD and the Contract Administrator to be funded with proceeds from the transportation surtax, OESBD may apply the established CBE participation goal to the alternate/additional services/work, optional services, and/or allowances. In such an instance, the CITY will issue a written notice to the successful vendor/firm that the CBE participation goal will also apply to the alternate/additional services/work and/or allowances. The selected vendor/firm shall submit all required forms pertaining to its compliance with the CBE participation goal, as applicable. Failure by vendor/firm to submit the required forms regarding CBE participation may result in the rejection of vendor's/firm's solicitation submittal.
- C. CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility (or the CITY's equivalent); vendors/firms should submit all required forms and information with its solicitation submittal. If the required forms and information are not provided with the vendor's/firm's solicitation submittal, then vendor/firm must supply the required forms and information no later than three (3) business days after receipt of a request from OESBD. Vendor/firm may be deemed non-responsible (or the CITY's equivalent) for failure to fully comply with CBE Program Requirements within these stated timeframes.

1. Vendor/firm should include in its solicitation submittal a Letter of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier for each CBE firm the Vendor intends to use to achieve the assigned CBE participation goal. The form is available at the following link: <https://www.broward.org/EconDev/SmallBusiness/Documents/SurtaxProjectsServicesIntent.pdf>
  2. If vendor/firm is unable to attain the CBE participation goal, vendor/firm should include in its solicitation submittal an Application for Evaluation of Good Faith Efforts and all required supporting information. The form is available at the following link: <https://www.broward.org/EconDev/SmallBusiness/Documents/GoodFaithEffortsEvaluation.pdf>
- D. OESBD maintains an online directory of CBE firms. The online directory is available for use by vendors/firms at: <https://www.broward.org/EconDev/DoingBusiness/Pages/CertifiedFirmDirectories.aspx>.
- E. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the website at: <https://www.broward.org/EconDev/Pages/localcertificationprograms.aspx>
- F. If awarded the contract, vendor/firm agrees to and shall comply with all applicable requirements of the Business Opportunity Act and the CBE Program in the award and administration of the contract including, but not limited to, the following:
1. Vendor/firm may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
  2. All entities that seek to conduct business with the CITY, including vendor/firm or any Prime Contractors, Subcontractors, and Bidders, shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.
  3. If vendor/firm fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), then Vendor shall pay the CITY liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.
  4. Vendor/firm shall comply with all applicable requirements of the Business Opportunity Act in the award of the contract. Failure by vendor/firm to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the CITY to terminate the contract or to exercise any other remedy

provided under the contract or other applicable laws, with all such remedies being cumulative.

5. Vendor/firm shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the CITY, for all completed subcontracted work and supplies. If vendor/firm withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the CITY.
6. Vendor/firm understands that the CITY and County will monitor vendor's/firm's compliance with the CBE Program requirements. Vendor/firm must provide the CITY with a Monthly Utilization Report (MUR) by the 10<sup>th</sup> of each month to confirm its compliance with the Commitment agreed to in the contract; MURs can be submitted to the CITY via email to [mperezgarviso@westonfl.org](mailto:mperezgarviso@westonfl.org) and online through the Broward County's iContractsCentral application, at the following webpage: <https://www.broward.org/Purchasing/Pages/icontractscentral.aspx>.

Timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition precedent to the CITY's payment of vendor/firm under the contract.

#### **NOT APPLICABLE TO THIS PROJECT**

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

## II - SUPPLEMENTAL WAGE REQUIREMENTS

1.  Prevailing Wage Rate Ordinance - This Project is not federally funded. If the price of this Contract is in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00), the following sections shall apply.

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

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

1.3. If the Parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices that will be used on the Work site, the Contract Administrator shall submit the question, together with its recommendation, to the CITY Manager for final determination, which shall be binding.

1.4. If 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 to perform the Work or portion thereof to completion. Whereupon, Contractor and its Sureties shall be liable to CITY for any and all costs incurred by CITY to complete such Work to the extent such costs exceed any amounts that Contractor would be due for performance of such Work.

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

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

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

1.8. If Contractor or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by this Contract, the

Contract Administrator may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

2.  Federal Grant Projects:

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

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

**END OF SUPPLEMENTAL CONDITIONS**



**Document 00810**  
**Additional Supplemental Conditions**

**TRANSPORTATION SURTAX ADDENDUM FOR MUNICIPAL CONSTRUCTION CONTRACTS**  
**(SURTAX PROJECT# \_\_\_\_\_ Bid # \_\_\_\_\_)**

This Transportation Surtax Addendum ("Addendum") is between City of Weston, a municipality of the State of Florida ("Municipality"), and [INSERT NAME OF CONTRACTOR], a [\_\_\_\_\_ corporation/limited liability company] ("Contractor") (each a "Party" and collectively referred to as the "Parties").

**GENERAL CONTRACT TERMS**

**A.** The solicitation, purchase order, or contract between Contractor and Municipality for Surtax Project# \_\_\_\_\_ (all of which shall be referred to in this Addendum as "the Contract" or "this Contract") is funded in whole or in part by the transportation surtax levied pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (the "County Surtax Ordinance"). The Construction Contract is therefore subject to the terms and conditions of County Surtax Ordinance, Section 212.055(1) of the Florida Statutes, other laws and regulations governing procurement activities, and the terms and conditions of the interlocal funding agreement between Broward County, a political subdivision of the State of Florida ("Broward County") and Municipality to provide for funding of the Project (the "Funding Agreement").

**B.** The purpose of this Addendum is to incorporate the terms and conditions required by the County Surtax Ordinance, Section 212.055(1), Florida Statutes, and the Funding Agreement, into the Parties' Construction Contract and all other Contract Documents. All contract provisions required by the County Surtax Ordinance, Section 212.055(1) of the Florida Statutes, and the Funding Agreement, as amended, are incorporated in this Addendum by reference, whether or not expressly set forth in the provisions below.

**C.** Contractor agrees to include the terms in this Addendum in each subcontract financed in whole or in part with transportation surtax funds levied pursuant to the County Surtax Ordinance.

**D.** In the event of any conflict between the terms contained in this Addendum and those contained in any of the Contract Documents, the terms of this Addendum shall prevail. Unless otherwise expressly provided by Florida law, any terms required by the County Surtax Ordinance and Section 212.055(1) of the Florida Statutes, as amended, shall control in the event of a conflict with any provisions contained in this Addendum.

**E.** The Parties agree to perform their respective obligations under the Contract Documents in accordance with the terms provided in this Addendum.

## ARTICLE 1. DEFINITIONS

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

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, including as may be amended from time to time.
- 1.2. **Bidder** means an entity or individual submitting a bid for this Project, acting directly or through a duly authorized representative.
- 1.3. **Board** means the governing body of Municipality, its successors and assigns.
- 1.4. **Code** means the Broward County Code of Ordinances.
- 1.5. **Change Order** means a written document ordering a change in the Contract Price or Contract Time or a material change in the Work.
- 1.6. **Consultant** means the architect or engineer who has contracted with Municipality or who is an employee of Municipality, and provides professional services for this Project.
- 1.7. **Contract Administrator** means the Project Manager or such other person designated by the City Manager in writing.
- 1.8. **Contract Documents** means the official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes the Contract, any contract supplement general conditions, and supplemental general conditions, the Scope of Work, invitation to bid, amendments and addenda, standard instructions for vendors, special instructions for vendors, Plans, Drawings, exhibits, general requirements, technical specifications, bid forms, record of award by the 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, BIM and electronic media submittal requirements, documents incorporated into the Construction Contract by reference and/or as an exhibit, and any additional documents required by Broward County or Municipality, or for the Project.
- 1.9. **Contract Price** means the amount established in the bid submittal and award by the Board, as may be amended by Change Order.
- 1.10. **Contract Time** means the time between commencement and completion of the Work, including any milestone dates thereof, established in Article 3 of this Addendum, as may be amended by Change Order.

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- 1.11. **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, of the Code.
- 1.12. **Field Order** means a written order of minor changes in the Work that does not involve a change in the Contract Price or Contract Time.
- 1.13. **Final Completion** means the date certified by Consultant in the Final Certificate of Payment as the date 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 has been fully completed in accordance with the terms and conditions of the Contract Documents.
- 1.14. **Materials** means physical items incorporated in this Project or used or consumed in the performance of the Work.
- 1.15. **Municipality Manager** means the official appointed by the Municipality who directs the administration of the Municipality.
- 1.16. **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.
- 1.17. **OESBD** means Broward County's Office of Economic and Small Business Development.
- 1.18. **Plans or Drawings** means the official graphic representations of this Project.
- 1.19. **Purchasing Director** means Municipality's Director of Procurement or designee authorized to execute Work Authorizations.
- 1.20. **Project** means the construction project described in the Contract Documents, including the Work described therein.
- 1.21. **Project Initiation Date** means the date upon which the Contract Time commences.
- 1.22. **Punch List** means a document developed by Consultant and the Contract Administrator and provided to Contractor simultaneously with, or within thirty (30) to forty-five (45) calendar days after, the issuance of a Certificate of Substantial Completion or Partial Substantial Completion, that lists Work that Contractor has yet to complete or that does not conform to the Contract Documents and that Contractor must complete or correct, as indicated in the document, to satisfy the requirements of this Contract for Final Completion and to make the Work satisfactory and acceptable.

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1.23. **Scope of Work** means the labor, materials, equipment, services, and incidentals necessary to complete the Project and perform the Work as provided in the Contract Documents.

1.24. **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, of the Code.

1.25. **Subcontractor** means any person, firm or corporation, including subconsultants, having a direct contract with Contractor, regardless of tier, to perform all or any portion of the work described in the Contract Documents, 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.

1.26. **Substantial Completion** means that date, as certified in writing by Consultant and as finally determined by Contract Administrator in the Contract Administrator's 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 Municipality 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.

1.27. **Surety** means the surety company or individual that is bound by the performance bond and payment bond with and for Contractor that 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.

1.28. **Work** means the construction and other 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. EXHIBITS

- Exhibit A - List of CBE/SBE Certified Firms**
- Exhibit B - Forms 1-14**
- Exhibit C - Additional Forms:**
  - **Statement of CBE/SBE Assurance**
  - **Scrutinized Companies List Certification**

RI/RFP/Contract # \_\_\_\_\_ [BCF #170 Addendum 7/10/2023]

### 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 Municipality's Purchasing Director 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 submits to Municipality 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 additional Work. Except for the reimbursement of permit application fees, impact fees, and performance and payment bond premiums as may be provided for 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 for Contractor's performance under this Contract. Contractor must obtain Substantial Completion of the Work within \_\_\_\_\_ (\_\_\_\_) days after the Project Initiation Date specified in the second Notice to Proceed, and Final Completion within \_\_\_\_\_ (\_\_\_\_) days after 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 Municipality the sum of \$\_\_\_\_\_ 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 and obtain Final Completion within the deadline stated in Section 3.2, as extended by approved time extensions thereof, Contractor shall pay to Municipality the sum of \$\_\_\_\_\_ 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 Municipality 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 Municipality as a consequence of Contractor's failure to timely obtain Substantial Completion, Final Completion, or both; and (2) both Parties' desire to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to achieve Substantial Completion, Final Completion, or both, on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for Substantial Completion, Final Completion, or both, is given. Liquidated damages do not address costs incurred by Municipality or Consultant: (a) due to an audit conducted pursuant to Article 9 of the General Conditions; or (b)

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in having Consultant administer the construction of the Project beyond the deadlines for Substantial Completion, Final Completion, or both. Contractor is separately responsible to Municipality for the actual costs referenced in (a) or (b) above, pursuant to Section 3.5.

3.4. Municipality may, but is not obligated to, deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as Municipality may, in its sole discretion, deem just and reasonable.

3.5. Separate and apart from the liquidated damages stated in Section 3.3, Contractor shall also reimburse Municipality for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified Section 3.2, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between Municipality and Consultant. Municipality may, but is not obligated to, deduct such costs from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by Municipality as costs are incurred by Consultant and agreed to by Municipality.

3.6. If Municipality elects not to deduct all or a portion of either the Liquidated Damages or the Consultant costs incurred by Municipality beyond the completion dates, as described in Section 3.5, from other monies due Contractor from Municipality, Contractor must pay the claimed amounts within thirty (30) days after demand by the Contract Administrator.

#### **ARTICLE 4. PROGRESS PAYMENTS**

4.1. Contractor may make an application for payment (“Application for Payment”), at intervals of not more than once a month, for Work completed on the Project during the preceding interval. Contractor shall, where the Project involves CBE or SBE Subcontractors, make Application for Payment, at monthly intervals, for Work completed on the Project by such Subcontractors during the preceding monthly interval. Contractor’s Applications for payment must show a complete breakdown of the Project components, the quantities completed during the applicable interval, and the amount of payment sought, together with such supporting evidence as may be required by Consultant or Contract Administrator. At a minimum, 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 liens relative to the Work that was the subject of any previous Applications for Payment 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, each Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form (Form 8A or 8B).

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Each Application for Payment shall be submitted in triplicate to Consultant for approval as follows:

EAC Consulting, Inc.  
5959 Blue Lagoon Drive, Suite 410  
Miami, Florida 33126  
Phone: 305-265-5400

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 herein, and, if approved, payment for the undisputed portion(s) of the Application for Payment shall be due twenty (20) business days after the date on which the Application for Payment is stamped received. At the end of the twenty (20) 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, excepting any portions that Municipality determines to be fraudulent or misleading. If the Application for Payment does not meet the requirements of this Contract, Municipality shall reject the Application for Payment within twenty (20) business days after the date stamped received and said rejection shall specify each deficiency and the action necessary by Contractor to cure each deficiency. If Contractor submits a request that corrects each deficiency, the corrected Application for Payment must be paid or rejected within ten (10) business days after the corrected Application for Payment is stamped as received. Any dispute between Municipality and Contractor shall be communicate in writing and resolved pursuant to the dispute resolution procedure set forth in the Contract Documents.

4.2. Prior to issuance of the Punch List, Municipality 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 Municipality.

If the Summary of Terms and Conditions indicates that Materials and equipment will be stored at the Project site, as payment for such storage, 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.

4.3. Notwithstanding any provision of this Contract to the contrary, Municipality may withhold payment, in whole or in part, in accordance with Applicable Law, as a consequence of

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Contractor's material breach of any obligation under the Contract Documents, or to such extent as may be necessary to protect itself from loss on account of:

- 4.3.1. Inadequate or defective Work not remedied.
- 4.3.2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Municipality relating to Contractor's performance.
- 4.3.3. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
- 4.3.4. Damage to another contractor not remedied.
- 4.3.5. Liquidated damages and costs incurred by Consultant for extended construction administration.
- 4.3.6. Failure of Contractor to provide any document(s) required by the Contract Documents.

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

#### **ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT**

5.1. Consultant shall conduct an inspection within ten (10) days after receipt of written notice from Contractor that all Work described in the Punch List has been completed and the Work is ready for final inspection and acceptance,. A Final Certificate of Payment (Form 11) for the Work, or the applicable phase thereof, shall be issued if Consultant and Contract Administrator find that: (a) the Work is acceptable; (b) the requisite documents have been submitted; (c) the requirements of the Contract Documents are fully satisfied; and (d) all conditions of the permits and regulatory agencies have been met. Such Final Certificate of Payment (Form 11) shall be issued by Consultant, under its signature, stating that the applicable 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.

5.2. 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 applicable 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; 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),

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which must be signed and notarized by Contractor. A list of all noncertified Subcontractors and suppliers used must be attached to this certified document.

5.3. If, after Substantial Completion, Final Completion is materially delayed through no fault of Contractor, and Consultant so certifies, Municipality 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 any claims by Municipality.

5.4. Final payment shall be made only after the Board or Municipality's Purchasing Director, 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 6. PERFORMANCE AND PAYMENT BOND**

6.1. 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 Municipality 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 7. Each Bond must name "Broward County" as an additional obligee.

6.2. 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 Municipality, correct any defective or faulty Work or Materials that appear within one (1) year after Final Completion of this Contract.

6.3. 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 Municipality with evidence of such recording.

6.4. 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 Municipality and for same purpose, and shall be subject to the same conditions as those applicable above, and shall be held by Municipality for one (1) year after completion and acceptance of the Work.

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## **ARTICLE 7. QUALIFICATION OF SURETY**

7.1 For all Bid Bonds, Performance Bonds, and Payment Bonds over Five Hundred Thousand Dollars (\$500,000.00):

7.1.1 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 the past five (5) years.

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

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

7.1.4 All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications according to the latest edition of Best's Insurance Guide, published by AM Best Company, Oldwick, New Jersey:

<b>Amount of Bond</b>	<b>Municipality Policy Holder's Ratings Strength/Financial Size</b>
<b>\$500,001 to \$1,500,000</b>	<b>A/ III</b>
<b>\$1,500,001 to \$2,500,000</b>	<b>A/ VI</b>
<b>\$2,500,001 to \$5,000,000</b>	<b>A/ VII</b>
<b>\$5,000,001 to \$10,000,000</b>	<b>A/ VIII</b>
<b>Over \$10,000,000</b>	<b>A/ IX</b>

7.2 For projects that do not exceed Five Hundred Thousand Dollars (\$500,000.00), Municipality may accept a Bid Bond, Performance Bond, or 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, or Payment Bond.

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7.3 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 7 shall apply.

#### **ARTICLE 8. SUPERINTENDENCE AND SUPERVISION**

8.1. Municipality'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.

8.2. 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 Municipality, 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 Municipality and Consultant.

8.3. 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.

8.4. 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.

8.5. 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.

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## ARTICLE 9. PROJECT RECORDS AND RIGHT TO AUDIT

9.1 Audit Rights and Retention of Records. Contractor and all Subcontractors 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. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with Municipality. 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 Municipality and/or County (including any outside representative engaged by either entity). Municipality and County may conduct audits or inspections at any time during the term of this Contract and for a period of three (3) years after the expiration or termination of this Contract (or longer if required by Applicable Law, Municipality and/or County). 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.

9.2 Municipality and County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida. Contractor hereby grants Municipality and County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by Municipality or County, with seventy-two (72) hours' advance notice. Contractor agrees to provide adequate and appropriate workspace for such review. Contractor shall provide Municipality and County with reasonable access to Contractor's facilities, and Municipality and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract. Contractor shall make all Contract Records available electronically in common file formats or via remote access if, and to the extent, requested by Municipality.

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

- a) Compliance with Contract
- b) Compliance with Municipality's code of ethics
- c) Compliance with Contract provisions regarding the pricing of Change Orders

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- 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 Municipality, in order to facilitate efficient use of Municipality 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

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

9.5 If an audit inspection or examination reveals overpricing or overcharges to Municipality of any nature by Contractor or its Subcontractors in excess of five percent (5%) of the total contract billings reviewed, in addition to adjusting for the overcharges, Contractor shall pay the reasonable cost of the audit. Any adjustments or payments due as a result of any such audit or inspection shall be made within thirty (30) days after presentation of the audit findings to Contractor.

9.6 Contractor shall, by written contract, require all Subcontractors to agree to the requirements and obligations of this Article 9.

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## ARTICLE 10. 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 the Contract Documents. 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 11. LOCATION AND DAMAGE TO EXISTING FACILITIES

11.1. Utility lines in the Project area have been shown on the Plans. However, Municipality 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 due to discrepancies between actual location of utilities and Plan location of utilities.

11.2. 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.

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11.3. 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.

11.4. 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. Municipality reserves the right to remedy such damage by making such repairs or causing such repairs to be made at the expense of Contractor. Municipality's expense in causing such repairs shall be deducted from Contractor's next Application for Payment.

## **ARTICLE 12. CHANGE ORDERS**

12.1 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 Municipality's Procurement Code, as amended from time to time.

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

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

12.4 Under circumstances determined necessary by Municipality, Change Orders may be issued unilaterally by Municipality. During the pendency of the dispute, and upon receipt of a Change Order from Municipality, 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.

12.5 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

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

### **ARTICLE 13. VALUE OF CHANGE ORDER WORK**

13.1. 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:

13.1.1. 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 13.7.

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

13.1.3. On the basis of the "Cost of Work," determined as provided in Sections 13.2 and 13.3, plus a Contractor's fee for overhead and profit as determined in Section 13.4.

13.2. The term "Cost of Work" means the sum of all direct costs necessarily incurred and paid by Contractor (or, if applicable, Subcontractor) in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by Municipality, 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 13.3.

13.2.1. 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 Municipality 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 Municipality.

13.2.2. 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 Municipality deposits funds with Contractor to make payments, in which case the cash discounts shall accrue to Municipality. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Municipality, 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

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accordance with rental agreements approved by Municipality 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. Municipality 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.

13.2.3. If required by Municipality, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor, and shall deliver such bids to Municipality 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 Work plus a fee, the Subcontractor's Cost of Work shall be determined in the same manner as Contractor's Cost of Work. All Subcontractors shall be subject to the other provisions of this Contract insofar as applicable.

13.2.4. 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.

13.2.5. Supplemental costs including the following:

13.2.5.1. 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.

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

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

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

13.3. The term "Cost of Work" shall not include any of the following:

13.3.1. 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 13.2.1, all of which payroll costs and other compensation are to be considered administrative costs covered by Contractor's fee.

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

13.3.3. 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.

13.3.4. 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.

13.3.5. 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.

13.3.6. Other overhead or general expense costs of any kind.

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

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

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

13.4.2.1. For costs incurred under subsections 13.2.1 and 13.2.2, Contractor's fee shall not exceed ten percent (10%).

13.4.2.2. For costs incurred under subsection 13.2.3, 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

13.4.2.3. No fee shall be payable on the basis of costs itemized under subsections 13.2.4 and 13.2.5 (except subsection 13.2.5.3) and Section 13.3.

13.5. The amount of credit to Municipality 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.

13.6. Whenever the cost of any Work is to be determined pursuant to Sections 13.2 and 13.3, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.

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13.7. 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.

13.8. 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.

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

13.8.2. 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.

13.9. 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 Work."

#### **ARTICLE 14. NO DAMAGES FOR DELAY**

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against Municipality 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 Municipality 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 Municipality or its Consultant.

#### **ARTICLE 15. NOTIFICATION AND CLAIM FOR CHANGE OF CONTRACT TIME OR CONTRACT PRICE**

15.1 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

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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 after the date of impasse in accordance with the Contract Documents. **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.**

15.2 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 is made in accordance with Section 15.1. Such delays shall include, but not be limited to, acts, omissions, or neglect by any separate contractor employed by Municipality, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

#### **ARTICLE 16. EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE**

16.1 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 15 hereof. Failure of Contractor to comply with Article 15 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.

16.1.1 Compensable Excusable Delay. Excusable Delay is compensable when (a) the delay extends the Contract Time; (b) is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendor; and (c) is caused solely by fraud, bad faith, or active interference on the part of Municipality 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 13 hereof.

Municipality 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

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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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per day for each day this Contract is delayed due to a Compensable Excusable Delay.

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

#### **ARTICLE 17. DOMESTIC PARTNERSHIP REQUIREMENT**

Unless this Contract is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, of the Code (“Act”), or will be paid with State-appropriated funds, Contractor certifies and represents that it will at all times comply with the provisions of the Act, and the contract language referenced in the Act 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 Municipality 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.

#### **ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE**

18.1. Contractor or Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Contract, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Part 26. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors.

18.2. By January 1 of each year, Contractor must submit, and cause each of its Subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by Municipality), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

[DELETE SECTIONS 18.2 – 18.9 IF FEDERALLY FUNDED; **CONSULT WITH COUNTY OESBD IF STATE FUNDED**]

18.3. Contractor shall comply with all applicable requirements in Section 1-81, of the Code, in the award and administration of this Contract. Failure by Contractor to carry out any of the

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requirements of this article shall constitute a material breach of this Contract, which shall permit Municipality to terminate this Contract or exercise any other remedy provided under this Contract or Applicable Law, all such remedies being cumulative.

18.4. Contractor must meet or exceed the required CBE or SBE goal by utilizing the CBE or SBE firms listed in Exhibit A (or a CBE/SBE firm substituted for a listed firm, if permitted) for \_\_\_\_\_ percent (\_\_\_%) of total Work under this Contract (the "Commitment"). In performing the Work, Contractor shall utilize the CBE or SBE firms listed in Exhibit A for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Contract by Municipality, Contractor shall enter into formal contracts with the CBE or SBE firms listed in Exhibit A and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

18.5. Each CBE or SBE firm utilized by Contractor to meet the CBE or SBE goal must be certified by OESBD. Contractor shall inform Municipality 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 if 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.

18.6. The Parties stipulate that if Contractor fails to meet the Commitment, the damages to Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and 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 Municipality 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 Municipality, such liquidated damages amount shall be either credited against any amounts due from Municipality, or must be paid to Municipality within thirty (30) days after written demand. These liquidated damages shall be Municipality's sole contractual remedy for Contractor's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the

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Commitment attributable solely to force majeure, changes to the Scope of Work by Municipality, 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.

18.7. Contractor acknowledges that County, may make minor administrative modifications to Section 1-81, of the Code, 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 Municipality in writing if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify Municipality of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.

18.8. OESBD may modify the Commitment in connection with any amendment, extension, modification, or change order to this Contract that, by itself or aggregated with previous amendments, extensions, modifications, or change orders, 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, or change order, and shall report such efforts, along with evidence thereof, to OESBD.

18.9. Contractor shall provide monthly utilization reports, using the form available at <https://www.broward.org/EconDev/SmallBusiness/Pages/Compliance.aspx>, to the Contract Administrator, to OESBD at [SBCOMP@broward.org](mailto:SBCOMP@broward.org), and to the Small Business Specialist designated by the Contract Administrator. In addition, Contractor shall allow Municipality and OESBD to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

18.10. The Contract Administrator may 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 Municipality or its representatives from inquiring into claims of nonpayment.

#### **ARTICLE 19. SUPPLEMENTAL REQUIREMENTS**

19.1  Prevailing Wage Rate Ordinance - This Project is not federally or state funded. If the price of this Contract is in excess of \$250,000.00, the following sections shall apply:

19.1.1. 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.

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19.1.2. 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.

19.1.3. 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 Municipality Manager for final determination, which shall be binding.

19.1.4. If 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 Code 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 to perform the Work or portion thereof to completion. Whereupon, Contractor and its Sureties shall be liable to Municipality for any and all costs incurred by Municipality to complete such Work to the extent such costs exceed any amounts that Contractor would be due for performance of such Work.

19.1.5. Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such records 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.

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

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

19.1.8. 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.

19.2.  Federal Grant Projects:

19.2.1. 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.

19.2.2. Accordingly, all clauses, terms, or conditions required by federal grantor agency with respect to the federal funding for this Project are attached and made a part of this Contract. **[ATTACH RELEVANT DOCUMENTS IF SECTION 19.2 IS CHECKED].**

## ARTICLE 20. MISCELLANEOUS

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

### **[DELETE IF PARTIALLY STATE FUNDED]**

20.2. Living Wage Requirement. To the extent Contractor is a “covered employer” within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Contractor agrees to and shall pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Contractor shall ensure all of its Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance.

20.3. Polystyrene Products Ban. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

20.4. Entities of Foreign Concern. The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual’s personal identifying information under this Contract. Contractor represents and certifies: (a) Contractor is not owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in Contractor; and (c) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying

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information shall submit to Municipality executed affidavit(s) under penalty of perjury, in a form approved by Municipality attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper Application for Payment for purposes of Article 5. Terms used in this section that are not otherwise defined in this Contract shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

20.5. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the duration of this Contract.

20.6. Regulatory Capacity. Notwithstanding the fact that Municipality is a political subdivision with certain regulatory authority, Municipality's performance under this Contract is as a Party to this Contract and not in its regulatory capacity. If Municipality exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to Municipality's regulatory authority as a governmental body separate and apart from this Contract, and shall not be attributable in any manner to Municipality as a party to this Contract.

20.7. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Contract by reference. The attached Exhibits are incorporated into and made a part of this Contract.

20.8. Fiscal Year. The continuation of this Contract beyond the end of any Municipality fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

20.9. Counterparts and Multiple Originals. This Contract may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**[SPECIAL FUNDING REQUIREMENTS: DELETE IF NOT APPLICABLE]**

20.10 Special Funding Requirements. If the Summary of Terms and Conditions indicates there is any federal or state funding applicable to this Contract, Contractor certifies and represents that it will comply with the Special Funding Requirements attached as Exhibit \_\_\_.

**[SPECIAL SECURITY REQUIREMENTS (E.G., BCAD, PORT, ETS): DELETE IF NOT APPLICABLE]**

20.11 Additional Security Requirements. Contractor certifies and represents that it will comply with the applicable security requirements attached as Exhibit \_\_\_.

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**[DELETE IF NOT APPLICABLE AT TIME OF CONTRACT AWARD]**

**20.12 Workforce Investment Program.** The provisions of this Section 8.14 only apply if this Contract constitutes a “Covered Contract” under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 (“Workforce Investment Program”), and there is no state funding applicable to this Contract.

20.12.1 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 Subcontractor) 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.

20.12.2 Until at least one (1) year after the conclusion of this Contract, Contractor shall maintain and make available to Municipality 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 expiration of termination of this Contract.

20.12.3 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.

**NOTE: If other sections of this solicitation conflicts with any part of Document 00820, the information/requirement included in Document 00820, shall prevail.**

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

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**DOCUMENT 00900**

**ADDENDUM**

**END OF ADDENDUM**

**Document 00910**

THIS INSTRUMENT PREPARED BY:

Jamie A. Cole, Esq.  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

RETURN EXECUTED ORIGINAL TO:

City of Weston Public Works Services Center  
2599 South Post Road  
Weston, FL 33327

**City of Weston**

**WARRANTY BOND**

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

Address \_\_\_\_\_

As Principals, and \_\_\_\_\_

a corporation existing under the laws of the State of \_\_\_\_\_, and having complied with all of the requirements of the laws of the State of Florida regulating the admission of such corporation to transact business in this State, as Surety, are held and firmly bound unto the City of Weston of Broward County, a political subdivision of the State of Florida, in the sum of Dollars(\$ \_\_\_\_\_), lawful money of the United States of America, for which sum to be paid to said City of Weston as obligee, the said Principal and the said Surety do bind themselves, their heirs, executors, administrators, successors, or assigns respectively, as the case may be, jointly and severally by these presents.

WHEREAS, the City requires a Warranty Bond ("Bond") in the amount of ten percent (10%) of the actual cost of the Work be posted upon acceptance of said Work by the City ("Acceptance"); and

WHEREAS, in compliance with the Bond requirements, the Principal is required to furnish a good and sufficient bond in a surety company licensed to do business in the State of Florida conditioned upon the correction of all insufficiencies in design, workmanship and/or materials which are found within one year of the date of the Acceptance of the Work. The date of Acceptance being \_\_\_\_\_.

NOW THEREFORE, the condition of this obligation is such that if the Principal, its successors, legal representatives or assigns shall have paid all claims for the cost of correcting all insufficiencies in design, workmanship and/or materials discovered within one year of the date of Acceptance of the Work, then this obligation shall be void; else to continue in full force and effect.

Prior to the end of 365 calendar days following the Acceptance of the Work warranted by this bond, the City Manager, or his/her designee shall inspect them for final release. If the investigation reveals any insufficiencies, the Principal shall be notified in writing, that the Work is unacceptable.

The Principal and the Surety, jointly and severally, agree that the City of Weston shall have the right to correct insufficiencies in design, workmanship and/or materials in the event the Principal should fail or refuse so to do within ninety (90) days after written notice by the City Manager or his/her designee and, pursuant to public advertisement and receipt and acceptance of bids, as may be required by law cause said insufficiencies in design, workmanship and/or materials to be corrected. In such case, the Principal and Surety shall be jointly and severally liable hereunder to pay to and indemnify the City upon the correction of said insufficiencies in design, workmanship and/or materials, the final total cost thereof including but not limited to engineering, legal and contingent costs together with any damage, direct or consequential, which City of Weston may sustain on account of the failure of the Principal to comply with all of the requirements hereof.

In the event the City receives a notice of cancellation of this Surety Bond and a substitute form of security is not received by the City sixty (60) calendar days prior to the cancellation date, the PRINCIPAL shall be deemed in default and the provisions herein shall apply.

Upon recommendation by the City Manager or his/her designee for final acceptance and upon compliance by Principal with applicable conditions, as hereinabove stated, the City Manager or his/her designee will then recommend to the City the release of this reduced bond.

IN WITNESS WHEREOF the above bounded parties have executed this instrument by affixing their corporate names and seals hereto and causing their authorized representatives to sign these presents, pursuant to the authority of their governing bodies on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PRINCIPAL

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President of PRINCIPAL  
(Seal)

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
Print Name:

\_\_\_\_\_

\_\_\_\_\_  
Print Name:

SURETY

Signed, Sealed and Delivered  
In Presence of:

\_\_\_\_\_

By: \_\_\_\_\_  
As Surety

\_\_\_\_\_  
Print Name:

\_\_\_\_\_

\_\_\_\_\_  
Print Name:

**END OF DOCUMENT 00910**

Document 00920

CERTIFICATION OF PAYMENT AND  
PAY ESTIMATE APPROVAL FORM

PROJECT: \_\_\_\_\_

PAY ESTIMATE # \_\_\_\_\_

CONTRACTOR: [YOUR COMPANY NAME]

DATE: \_\_\_\_\_  
(last day of month)

OWNER: CITY OF WESTON

CITY BID NO. 2024-10

- 1. ORIGINAL CONTRACT SUM \_\_\_\_\_
- 2. Net Change by Change Order \_\_\_\_\_
- 3. CONTRACT SUM TO DATE (Line 1 and 2) \_\_\_\_\_
- 4. TOTAL COMPLETED AND STORED TO DATE \_\_\_\_\_
- 5. RETAINAGE (5%) \_\_\_\_\_
- 6. TOTAL EARNED LESS RETAINAGE \_\_\_\_\_  
(Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \_\_\_\_\_  
(Line 6 from prior Certificate)
- 8. AMOUNT DUE THIS APPLICATION \_\_\_\_\_
- 9. BALANCE TO FINISH, PLUS RETAINAGE \_\_\_\_\_  
(Line 3 less Line 6)

CONTRACTOR'S CERTIFICATION

As the agent for the contractor, I, the undersigned hereby certify that this is a true and correct statement of work performed and materials delivered. I further certify that the contractor has good title of all materials delivered under this Partial Payment Estimate and there are no vendors' claims, mechanics' claims, or other claims or rights to claims against this job, and that all previous partial payments received under this contract have been applied to discharge in full all of the Contractor's obligations reflected in prior Partial Payment requests. I further certify that all work covered by this Certification of Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

In accordance with the contract, the undersigned approves the pay estimate submitted by the Contractor, subject to corrections, as noted on the Pay Estimate Form in the amount due as shown above.

APPROVED: Owner Representative

APPROVED: CITY OF WESTON

By: \_\_\_\_\_  
Owner Representative

By: \_\_\_\_\_

**Document 00930**  
**CERTIFICATION OF PAYMENT AND PARTIAL RELEASE OF CLAIM**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned (name of individual) \_\_\_\_\_ as (officer w/corp.) \_\_\_\_\_ of (name of contractor) \_\_\_\_\_ for and in consideration of the payment of the sum of \$\_\_\_\_\_, receipt of which is hereby acknowledged, does hereby waive, release, remise and relinquish the undersigned's right to demand, impress or impose a claim or claims in the sum of \$\_\_\_\_\_ for materials and/or labor furnished up to the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, on the following described project:

This is a Partial Release of Claim by the undersigned for materials and/or labor furnished up to the date mentioned and shall not operate to waive any claim of the undersigned for any sum in excess of the said sum mentioned, nor for any materials and/or labor furnished after the date mentioned, as this is only a partial release of claim.

Although, the undersigned further acknowledges, that the undersigned may not impose a lien or liens on City owned property, to the extent the undersigned may have such lien rights, the undersigned hereby waives, releases, remises and relinquishes such lien rights.

IN WITNESS WHEREOF, I, \_\_\_\_\_ have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Witness' name printed

\_\_\_\_\_  
Contractor's name printed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Witness' name printed

STATE OF FLORIDA        )  
COUNTY OF BROWARD    )

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

\_\_\_\_\_  
*(Name of person making statement)*

Personally known to me \_\_\_\_ or has produced Identification \_\_\_\_, type of identification produced\_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

**DOCUMENT 00935: CERTIFICATE OF SUBSTANTIAL COMPLETION**

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

Project or Designated Portion Shall Include:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by Contractor under the Contract Documents have been received and accepted.

The date of Substantial Completion of the Project or portion thereof designated above is recommended as: \_\_\_\_\_

Unless otherwise defined in the contract, the definition of date of Substantial Completion is 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 the Owner or its designee can enjoy use or occupancy and can use or operate the Project in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy 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 or the date thereof does not constitute Substantial Completion.

***A list of items to be completed or corrected that has been prepared by Consultant and approved by City is attached hereto.*** The failure to include any items on such list does not alter the responsibility of Contractor to complete all work in accordance with the Contract Documents.

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

\_\_\_\_\_  
Contractor By \_\_\_\_\_ Date \_\_\_\_\_

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

CITY OF WESTON

\_\_\_\_\_   
By City Manager

\_\_\_\_\_   
Date

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

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**DOCUMENT 00937: FINAL CERTIFICATE OF PAYMENT**

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

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

\_\_\_\_\_  
Consultant By Date

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

CITY OF WESTON: \_\_\_\_\_  
Donald P. Decker, City Manager/CEO Date

**DOCUMENT 00938: FINAL RECEIPT OF FINAL PAYMENT**

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

**FINAL RECEIPT FOR CONTRACT NO.** \_\_\_\_\_

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

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

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

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

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

[If incorporated sign below.]

CONTRACTOR

ATTEST:

CONTRACTOR NAME

\_\_\_\_\_  
Corporate Secretary or other  
person authorized to attest

By: \_\_\_\_\_  
Authorized Signor

(CORPORATE SEAL OR NOTARY)

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Business Name

By: \_\_\_\_\_  
Authorized Signor

\_\_\_\_\_  
Print/Type Name and Title

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Document 00940

CERTIFICATION OF PAYMENT AND FINAL RELEASE OF CLAIM

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned (name of individual) \_\_\_\_\_ as (officer w/corp.) \_\_\_\_\_ of (name of contractor) \_\_\_\_\_ for and in consideration of the payment of the sum of \$ \_\_\_\_\_, receipt of which is hereby acknowledged, hereby releases and relinquishes any and all right to any claim or claim rights for work done, material(s) furnished, labor performed and/or for any incidental expense against the following described project:

thereon or in otherwise improving said project situated as described above.

I also certify that all persons, firms or corporations doing work upon, furnishing materials, supplies and/or labor for said improvements at the premises described above have been paid in full and that there are no unpaid claimants in connection therewith.

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

Although, the undersigned further acknowledges, that the undersigned may not impose a lien or liens on City owned property, to the extent the undersigned may have such lien rights, the undersigned hereby waives, releases, remises and relinquishes such lien rights.

IN WITNESS WHEREOF, I, \_\_\_\_\_ have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Witness' name printed

\_\_\_\_\_  
Contractor's name printed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Witness' name printed

STATE OF FLORIDA            )  
COUNTY OF BROWARD        )

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_ physical presence or \_\_\_\_ online  
notarization,     this        \_\_\_\_        day        of        \_\_\_\_\_,        20\_\_\_\_,        by

\_\_\_\_\_  
*(Name of person making statement)*

Personally known to me \_\_\_\_ or has produced Identification \_\_\_\_, type of identification  
produced\_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

**CONSENT OF  
SURETY COMPANY  
TO PARTIAL OR FINAL PAYMENT**

OWNER \_\_\_\_\_  
ARCHITECT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
SURETY \_\_\_\_\_  
OTHER \_\_\_\_\_

Bond \_\_\_\_\_

PROJECT: INDIAN TRACE ROADWAY IMPROVEMENTS  
(Name, Address) From Saddle Club Road to SW 160<sup>th</sup> Ave., Weston, FL  
City Bid No. 2024-10

TO: City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

CONTRACT FOR:

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

,SURETY COMPANY

on bond of (here insert name and address of contractor)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

,CONTRACTOR

hereby approves of the \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ partial/final payment to the Contractor, and agrees that payment to the Contractor shall not relieve the Surety Company of any of it's obligations to

City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

, OWNER

as set forth in said Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set it's hand this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

## DOCUMENT 00960

### PROJECT CLOSEOUT

#### PART 1 – GENERAL

##### 1.01 RELATED REQUIREMENTS

- A. General provisions of Contract, including General and Supplementary Conditions.
- B. Warranty and bond submittal.
- C. Closeout submittals, warranties and bonds required for specific products of work.
- D. Section 00970

##### 1.02 SECTION INCLUDES

- A. Administrative and procedural requirements for project closeout.
  - 1. Inspection procedures.
  - 2. Project record document submittal.
  - 3. Final cleaning.

##### 1.03 SUBSTANTIAL COMPLETION

- A. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
  - 1. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  - 2. Advise City of pending insurance change-over requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
  - 4. Obtain and submit releases enabling the City unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates, and similar releases.
  - 5. Submit record drawings, maintenance manuals, and similar final record information.
  - 6. Complete start-up testing of systems, and instruction of the City's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.

- B. When the Contractor considers the Work to be substantially complete, he shall submit a written notice to the Engineer that the Work, or designated portion of the Work, is complete and ready for inspection.
- C. Within a reasonable time of receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfulfilled requirements. When the Engineer and City concur that the Work, or designated portion of the Work, is substantially complete, the Engineer will prepare the Certificate of Substantial Completion following inspection.
- D. Should the Engineer determine that the Work is not substantially complete, he will advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
  - 1. The Engineer will repeat inspection when requested and assured that the Work has been substantially completed. Should the Engineer determine that the Work is not substantially complete, he will advise the Contractor of construction that must be completed or corrected before the certificate will be issued. The contractor must pay the engineer their hourly rate for any further inspections.
  - 2. Results of the completed inspection will form the basis of requirements for final acceptance.

#### 1.04 FINAL COMPLETION

- A. When Contractor considers the Work to be complete, Contractor shall submit written certification to the Engineer that the Work is completed and ready for final inspection. Include the following:
  - 1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  - 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  - 3. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, the list has been endorsed and dated by the Engineer.
  - 4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the City took possession of and responsibility for corresponding elements of the Work.
  - 5. Submit consent of surety to final payment.
  - 6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

- B. The Engineer will inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Engineer.
  - 1. Upon completion of inspection, the Engineer will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete, or of obligations that have not been fulfilled but are required for final acceptance.
  - 2. If necessary, the re-inspection process will be repeated.

#### 1.05 RECORD DOCUMENT SUBMITTALS

- A. Maintain at the site one complete set of record documents; protect from deterioration and loss in a secure, fire-resistive location.
  - 1. Provide access to record documents for the Engineer's reference during normal working hours.
  - 2. Label each document "PROJECT RECORD" in 2-inch high printed letters.
  - 3. Do not use for construction purposes.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
  - 1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
  - 2. Mark new information that was not shown on Contract Drawings or Shop Drawings.
  - 3. Note related Change Order numbers where applicable.
  - 4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

The record drawings shall correctly and accurately show all changes from the Contract Documents made during construction and shall reflect surveyed information which shall be verified and certified by an independent Professional Land Surveyor registered in the State of Florida. The drawings shall be neat and legible. Show all elevations and horizontal control of all pipes and structures, as defined below:

- C. Record Drawings Submittal Requirements: Record drawings to be submitted shall consist of:

1. Three sets of signed and sealed sets of prints.
  2. Electronic file in AutoCAD version 13 or later.
  3. Electronic file in PDF.
- D. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.
1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
  2. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
  3. Note related record drawing information and Product Data.
- E. Record Product Data: Maintain one copy of each Product Data submittal.
1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations.
  2. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned later by direct observation.
  3. Note related Change Orders and mark-up of record drawings and Specifications.
- F. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Engineer and the City to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the City for record purposes. Comply with delivery to the City's Sample storage area.
- G. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work.

- H. At Contract closeout, deliver one copy of Record Documents to Engineer for City. Accompany submittal with transmittal letter in duplicate containing the following information:
1. Date.
  2. Project title and number.
  3. Contractor's name and address.
  4. Title and number of each Record Document.
  5. Signature of Contractor or authorized representative.

#### 1.06 REINSPECTION FEES

- A. Should the Engineer perform re-inspections or re-reviews due to failure to comply with the claims of status of completion made by the Contractor:
1. Contractor will compensate the City for such additional services.
  2. City will deduct the amount of such compensation from the final payment to the Contractor.

#### PART 2 - PRODUCTS

#### PART 3 – EXECUTION

#### 3.01 FINAL CLEANING

- A. Remove temporary protection and facilities installed for protection of the Work during construction.
- B. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the City's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
- C. Where extra materials of value remaining after completion of associated Work have become the City's property, arrange for disposition of these materials as directed.

**END OF SECTION**

**DOCUMENT 00970**

**CITY OF WESTON - CLOSEOUT PACKAGE CHECKLIST**

1. Three (3) sets of Record Drawing hard copy prints and one (1) pdf files showing the original design and "As-built" data, signed and sealed.
2. Two (2) copies of all applicable test results bacteriologic results and density testing results.
3. One computer "Record Drawing" construction drawing files on CD (AUTOCAD version 13.0 or later).
4. Consent of surety to final payment.
5. One (1) original and one (1) copy of Releases of Liens and No-Lien Affidavits.
6. One (1) original and one (1) copy of Warranty Bond