

ADDENDUM NO. 2

BID TITLE: Indian Trace Roadway Improvements - Surtax-Funded Municipal Transportation Project No. West 192/193

BID NO: 2024-10

DATE: October 25, 2024

To All Bidders:

Bidders for the above referenced Bid shall take note of the following changes, additions, deletions, clarifications, etc., to the Bid documents, which shall become a part of and have precedence over anything shown or described otherwise.

A. CHANGES IN THE BID DOCUMENTS

1) ARTICLE 7.0, BID AMOUNTS has been replaced with attached REVISED ARTICLE 7.0, BID AMOUNTS. Three new line items have been added, as follows:

| Pay Item | Pay Item Description | Units | Estimated Quantity |
|------------|--|-------|--------------------|
| DST Area 1 | All materials, equipment, and labor associated with Drainage Support Task Area 1 S-8 | LS | 1 |
| DST Area 2 | All materials, equipment, and labor associated with Drainage Support Task Area 2 S-9 | LS | 1 |
| 0425 1 525 | Inlets, Dt Bot, Type C, Partial | EA | 29 |

2) DOCUMENT 00810, ADDITIONAL SUPPLEMENTAL CONDITIONS has been replaced with the attached REVISED DOCUMENT 00810, ADDITIONAL SUPPLEMENTAL CONDITIONS.

3) The "BID SUBMITAL DEADLINE" Section of Document 00010, Notice to Bidders, is being changed to reflect a new Bid Due Date as follows:

BID SUBMITAL DEADLINE

Bids shall be received by the Director of Procurement until **2:00 p.m. local time, on October 21, 2024 ~~October 28, 2024~~ November 5, 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:

| | |
|--------------------------|---|
| Event: | Opening for Bid No. 2024-10: Indian Trace Roadway Improvements (Surtax) |
| | https://westonfl.webex.com/westonfl/j.php?MTID=m71f731b5d26df09b52f9903b1cc211a6 |
| | Monday, October 21, 2024 Monday, October 28, 2024 Tuesday, November 5, 2024 at 2:00 p.m. Eastern Standard Time (New York, GMT-05:00) |
| | 2307 325 9098 |
| | Weston (937866 when dialing from a phone or video system) |
| Audio conference: | Join by phone 415-655-0001 US Toll |
| | Access code: 2307 325 9098 |

B. CLARIFICATIONS

None

C. QUESTIONS FROM BIDDERS

- 1) Q: Bid Item 0210-1-9 Reworking Lime-rock Base, 3" (556/SY). Please clarify this bid item as to where this is located at (no indication on plans)?

A: Locations have not been identified. This pay item will be used as needed if these conditions warrant reworking of the base.

- 2) Q: Per the Temporary Traffic Control Plans, plan sheet 45 & 46; during Phase I for example the detail shows a channelizing device (Type II Barricade/Drum, etc.) closing off the outside lanes, where traffic travels through onto the other lane. Are we to assume that the outside lanes will be permanently closed during widening construction and other related work until completed and then move onto Phase II where the inside lanes are closed at widening sections? Addendum No. 1, answer to Question 5 seems to indicate that we are to allow only temporary lane closures and then open to traffic at end of day.

A: Permanent lane closures shall be limited to areas of widening only. All work performed west of Weston Road must be performed during the day. Paving work performed east of Weston Road must be performed at night. The daytime work hours are between 7:00 am to 7:00 pm Monday through Saturday. West of Weston Rd, temporary lane closures are allowed during off peak hours between 9am and 4pm. However, within the limits of the school zone, the closure schedule may need to be modified to minimize impacts to the school traffic. The elementary school starts 7:50am and dismisses at 1:50pm. The middle school starts at 9:10am and dismisses at 3:40pm.

- 3) Q: No revised plan sheet 34/35 has been received per Addendum #1.

A: This revised plan sheet will be provided after award, with Construction Plan set.

- 4) Q: Plan Sheet 40/41 show apron around inlets only. Is that relating to Items 425-1-521 and 425-1-523? Or all the inlets?

A: Concrete aprons are to be installed around the existing ditch bottom inlets shown on the plans and described on Sheet 40. No new ditch bottom inlets are to be installed. The Pay Items 425-1-521 and 425-1-523 are deleted and replaced with a new pay item - INLETS, DITCH BOTTOM, TYPE C, PARTIAL (Pay Item 425-1-525). The "partial" is the addition of the concrete apron only. The Concrete Apron Detail in the plan set (Sheet 41) is being replaced with a new detail that is attached.

5) Q: Are Items 425-1-521 and 425-1-523 existing inlets?

A: Yes, these are existing inlets.

6) Q: There are no invert elevations shown for any of the inlets.

A: Invert elevations for these ditch bottom inlets are not available and not required. The only work being done is the installation of the concrete apron.

7) Q: There is no indication of what size pipe is required for the project.

A: Pipe sizes and invert elevations for connection to the new curb inlets have not been provided. This information is to be collected in the field by the contractor. See Drainage Notes on Sheet 5.

8) Q: Will there be an Addendum for the changes in the answer for question #4?

9) Q: Will this bid be postponed for a later date?

A: Yes. Refer to Section A, item number 3 of this Addendum.

ATTACHMENTS

- 1) REVISED ARTICLE 7.0, BID AMOUNTS
- 2) REVISED DOCUMENT 00810, ADDITIONAL SUPPLEMENTAL CONDITIONS
- 3) ATTACHED CONCRETE APRON DETAIL.

END OF ADDENDUM NO. 2

All other information remains as originally described in the solicitation.

REVISED 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. Unless specified below, all pay items listed in this bid sheet are in accordance with the FDOT Standard Specifications for Road and Bridge Construction, FY 2024-25.

| BID SHEET | | | | | |
|---|---|-------------|------------------|------------------|------------------|
| INDIAN TRACE FROM SADDLE CLUB TO SW 160TH AVENUE | | | | | |
| PAY ITEM | PAY ITEM DESCRIPTION | UNIT | EST. QTY. | UNIT COST | EXT. COST |
| 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 | \$ | \$ |
| 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 | \$ | \$ |
| SIGNING AND PAVEMENT MARKING PAY ITEMS | | | | | |
| 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 | \$ | \$ |

| PAY ITEM | PAY ITEM DESCRIPTION | UNITS | EST. QTY. | UNIT COST | EXT. COST |
|------------|--|-------|-----------|-----------|-----------|
| 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 ROUNDABOUT | 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 | \$ | \$ |
| 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 | \$ | \$ |

| PAY ITEM | PAY ITEM DESCRIPTION | UNITS | EST. QTY. | UNIT COST | EXT. COST |
|--|--|-------|-----------|-----------|--------------|
| 0711 16201 | THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6" | GM | 5.044 | \$ | \$ |
| 920 714 100 | GREEN COLORED PAVEMENT MARKINGS, BIKE LANE | SF | 12173 | \$ | \$ |
| ADDITIONAL PAY ITEMS (ADDENDUM NO. 2) | | | | | |
| DST Area 1 | All materials, equipment, and labor associated with Drainage Support Task Area 1 S-8 | LS | 1 | \$ | \$ |
| DST Area 2 | All materials, equipment, and labor associated with Drainage Support Task Area 2 S-9 | LS | 1 | \$ | \$ |
| 0425 1 525 | INLETS, DT BOT, TYPE C, PARTIAL (see pay item note below) | EA | 29 | \$ | \$ |
| SUB-TOTAL | | | | \$ | |
| DECORATIVE PAY ITEMS | | | | | |
| 0526 1 1 | Pavers, Architectural, Roadway | SY | 208 | \$ | \$ |
| ADD ITEM #1 | Added cost for Weston paver detectable warnings above the cost of 0527 2 | SF | 1164 | \$ | \$ |
| ADD ITEM #2 | 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 |
| GRAND TOTAL ALL ITEMS: | | | | \$ | |

Pay Item 0425 1 525 replaces pay items 425-1-521 and 425-1-523 which have been deleted. The work associated with Pay Item 0425 1 525 is the installation of concrete aprons around existing catch basins per the detail provided with Addendum 2.

Grand Total (Written in words)

Name of CONTRACTOR (Please Print)

Signature **Title** **Date**



**Revised 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.

RI/RFP/Contract #2024-10 [BCF #170 Addendum 7/10/2023]

- 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.

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**

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)

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).

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),

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:

| Amount of Bond | |
|-----------------------------|---------|
| \$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 |

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.

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

- 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 | |
|---|----------------|
| 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.

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

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

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

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

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, 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.

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 ___.

[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.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MUNICIPALITY through its Board, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 20____, and CONTRACTOR, signing by and through its _____, duly authorized to execute same.

MUNICIPALITY

ATTEST:

By: _____
MAYOR

MUNICIPALITY'S CLERK

Print Name

_____ day of _____, 20____

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

Municipality's Attorney

**CONTRACT BETWEEN THE MUNICIPALITY _____ AND
_____ FOR
INDIAN TRACE ROADWAY IMPROVEMENTS - SURTAX-FUNDED MUNICIPAL
TRANSPORTATION
BID/CONTRACT NO.:2024-10**

CONTRACTOR NAME | _____

By: _____
Authorized Signer

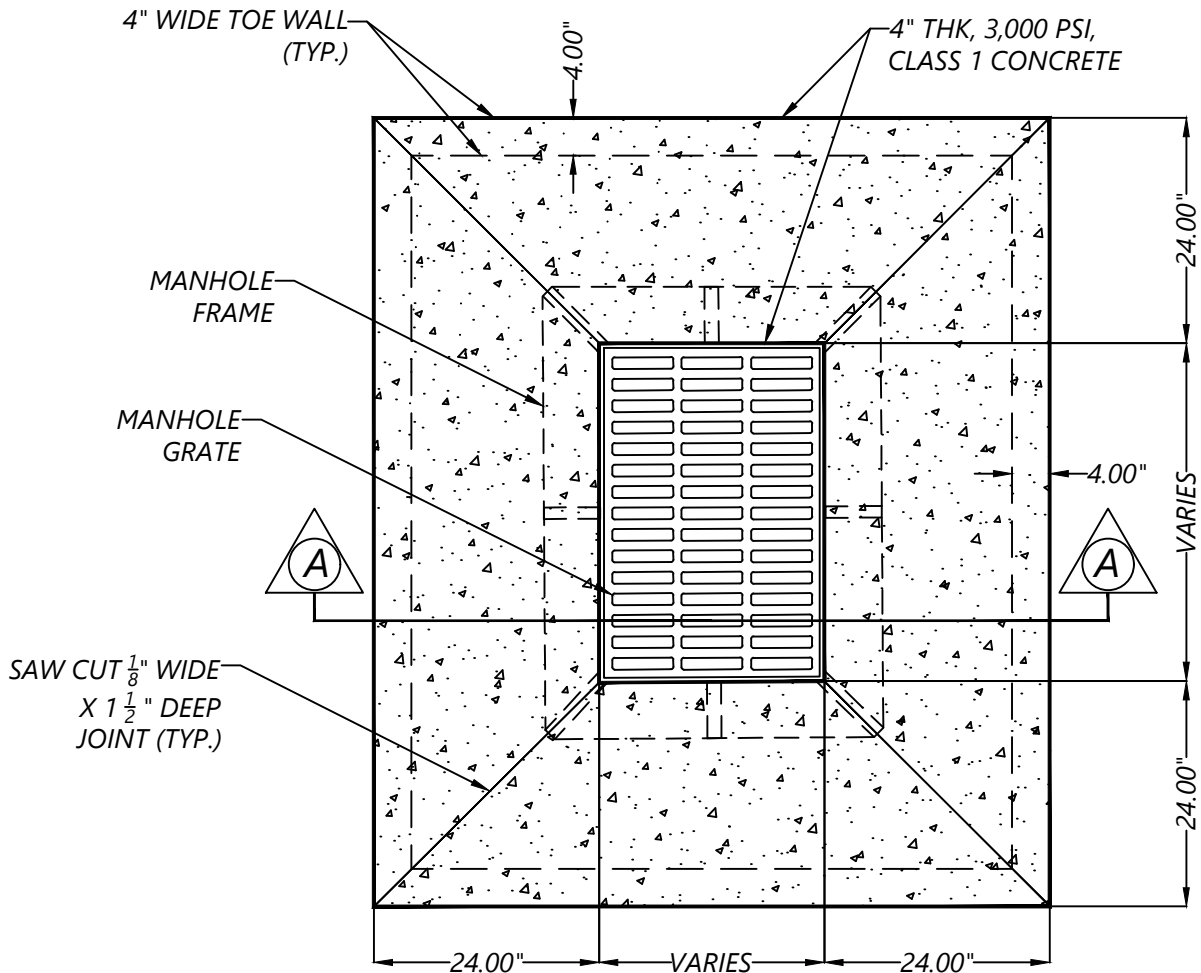
Print Name and Title

_____ day of _____, 20____

WITNESS:

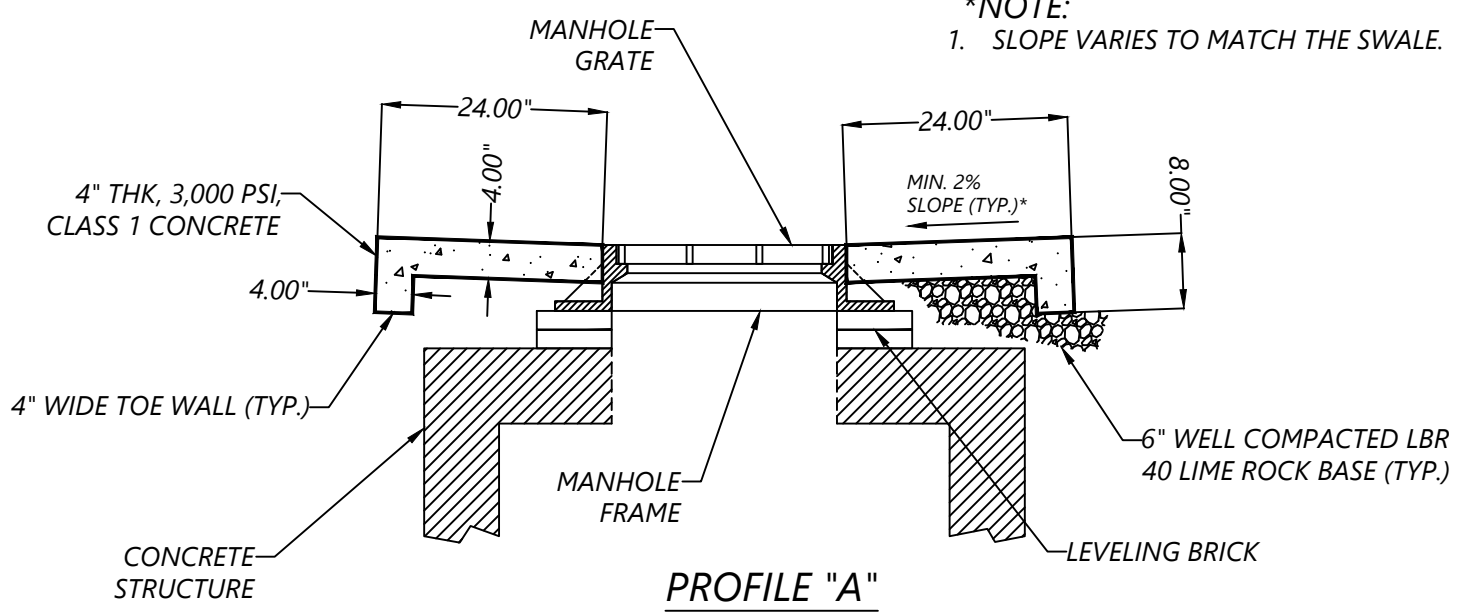
Signature

Print Name of Witness above



PLAN

***NOTE:**
1. SLOPE VARIES TO MATCH THE SWALE.



STANDARD ENGINEERING DETAILS & SPECIFICATIONS
CONCRETE APRON



CITY OF WESTON
DEPARTMENT OF PUBLIC WORKS AND UTILITIES
2599 SOUTH POST ROAD, WESTON, FL 33327
TELEPHONE: 954-385-2600 FAX: 954-385-2610

DATE
JAN 2025

SCALE
N.T.S.

DRAWING NO.
D-13