

**CITY OF LIGHTHOUSE POINT
REQUEST FOR PROPOSAL**

Sealed proposals will be received until August 14, 2023 at 2:00 PM, local time, in the Office of the City Clerk, located in the Lighthouse Point City Hall, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064. Proposals will be publicly opened and read aloud immediately thereafter in the Office of the City Clerk:

**CONSTRUCTION REPAIRS ON EIGHT BRIDGES
RFP # 2023-006**

The City desires to hire a Contractor to perform bridge repairs on eight bridges. The bridges included in the project are 1) Bridge 867200 over the Pelican Waterway on N.E. 28th Street, 2) Bridge 867201 over the Tern Waterway on NE 29th Street, 3) Bridge 867203 over the Heron Waterway on NE 31st Court, 4) Bridge 867205 Bridge over Cap Knight Bayou (Sample Road), 5) Bridge 867207 over the Alamanda Waterway on NE 24th Avenue, 6) Bridge 867208 over the Coral Key Waterway on NE 48th Street, 7) Bridge 867209 over the Egret Waterway on NE 49th Street, and 8) Bridge 867210 over the North Grand Canal on NE 22nd Avenue. Contractor shall furnish all materials, tools, supplies, and labor necessary to perform all of the work identified in the construction documents dated May 2023 prepared by Kimley-Horn and Associates, Inc.

Proposer represents to City with full knowledge that City is relying upon Proposer's representations, by submitting a proposal, that the Proposer Contractor is FDOT Qualified in Minor Bridge Repair and has the professional expertise, experience, supplies, equipment, vehicles, and manpower to perform the Work requested. Selected Proposer shall bear all costs associated with the Work. Selected Proposer is responsible for maintenance of traffic (MOT).

This Work may be funded from the American Rescue Plan Act (Federal Funding). Therefore, the Proposers must follow the federal requirements identified in Section 5. Proposer(s) shall perform these services and provide all required reports, when applicable, in accordance with established Federal and State guidelines to assure that the City shall have the means to be reimbursed for all eligible expenses with funding from the American Rescue Plan Act (ARPA). Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms are encouraged to submit proposals. Compliance with Federal Super Circular "2 CFR Chapter 2, Part 200 et al." is required. Following link to the Federal Super Circular: <https://www.gpo.gov/fdsys/granule/CFR-2016-title2-vol1/CFR-2016-title2-vol1-part200/content-detail.html>.

A non-mandatory Pre-Proposal Conference will be held in Fletcher Hall, located at 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, at 10:00 a.m., on Friday, July 21, 2023.

Bidding blanks, filing instructions, and specifications may be obtained in the Office of the City Clerk. This bid is advertised on www.demandstar.com and in the newspaper of record, Sun Sentinel. Bid plans can be obtained by contacting the City Clerk.

It will be the sole responsibility of the Proposer to clearly mark bid as such, and ensure that the bid reaches the City prior to the bid opening date and time listed. One (1) original with four (4) copies and a flash drive must be submitted in sealed packaging and clearly marked "**SEALED PROPOSAL RFP # 2023-00X – CONSTRUCTION REPAIRS ON EIGHT BRIDGES**" on all packaging, including any outer shipping package or envelope. Any uncertainty regarding the time a bid is received will be resolved against the Proposer.

A certified check, cashier's check, bank officer's check, or bid bond for ten percent (10%) of the amount bid, made payable to the City of Lighthouse Point, shall accompany each proposal.

The City of Lighthouse Point reserves the right to reject any and all proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any proposal as they deem to be in the best interest of the citizens of the City of Lighthouse Point, or the City may reject proposals and re-advertise, or award the work for less than eight bridges.

Pursuant to Florida law, all responses to this RFP are exempt public records until thirty (30) days after opening, or award of bid, whichever is sooner. In the event presentations are necessary, all responders will be required to exit the room during the presentations of the other responders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

Contact the City Clerk at 954-943-6500 or by email to lhpadmin@lighthousepointfl.gov with any questions concerning this Request for Proposal.

Office of the City Clerk
Advertised: July 12, 2023

SECTION 1: INSTRUCTIONS TO PROPOSERS

The following instructions are given for the purpose of guiding Proposers in properly preparing their proposal or proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions. Sealed proposals will be received until Monday, August 14, 2023 at 2:00 PM local time, in the Office of the City Clerk, located in the Lighthouse Point City Hall, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064. Proposals will be publicly opened and read aloud immediately thereafter in the Office of the City Clerk. Any dispute concerning the timeliness of receipt of a proposal will be resolved against the proposer.

Selected Proposer and Contractor are used interchangeably in this Request for Proposal. One has the same meaning as the other.

Contract and Agreement are used interchangeably in this Request for Proposal. One has the same meaning as the other.

1. QUALIFICATIONS OF PROPOSERS: No Proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Lighthouse Point, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Lighthouse Point. The Proposer must possess at least three (3) years demonstrated experience in bridge construction services in work similar or larger than the Work anticipated in this project. Proposers must be FDOT Qualified in Minor Bridge Repair and must have sufficient qualified staff to complete the Work in the time required. Proposer must provide a list of at least three previously completed project of similar scope within the last five years. In addition to this list of projects, proposer must provide a reference and contact information of the owner for the listed project.

2. PERSONAL INVESTIGATION: Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. All Proposers acknowledge by submission of a bid that they have reviewed and are familiar with the bridge plans dated May 2023, prepared by Kimley-Horn and Associates, Inc. No information derived from maps, plans, specifications, or from the City staff or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

3. Pursuant to Florida Statute 119.071(3)(b)1., building plans, blueprints, schematic drawings and diagrams of the City's structural elements are exempt from public records. As a result, the plans for the project will only be released to a licensed professional employed by a Proposer upon the request of the licensed professional to the City after the Proposer obtains a copy of the bid package from DemandStar. The request is to be made to the City Clerk. When making the request, the requesting individual shall expressly confirm that they are a licensed professional in a relevant field for the work. By requesting the plans, the licensed professional is certifying that the proposer will maintain the confidentiality of the documents, and upon the City's award of the contract shall destroy all copies of the confidential documents.

4. INCONSISTENCIES: Any seeming inconsistency between different provisions of specifications, proposal or contract, or any point requiring explanation must be inquired into by the Proposer, in writing, at least ten (10) days prior to the time set for opening Proposals. After Proposals are opened, the Proposers shall abide by the decision of the City Administrator or designee as to such interpretation.

5. ADDENDA AND INTERPRETATIONS: No interpretations of the meaning of the specifications or other contract documents will be made orally to any Proposer. Proposers must request from the City Clerk or City designee such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of proposals. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent to all prospective Proposers (at the address furnished for such purpose) not later than five (5) days prior to the date fixed for the opening of proposals. Failure of any Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under his proposal as submitted. All

addenda so issued shall become a part of the contract document. Proposer shall verify all addenda before submitting his proposal. Failure by the City to respond to an inquiry shall not excuse a late or incomplete submission.

Contact with personnel of the City of Lighthouse Point other than the City Clerk or designated representative regarding the RFP may be grounds for disqualification.

6. PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7. DISCRIMINATORY VENDOR LIST: An entity or affiliate who has been placed on the Florida Department of Management Services' Discriminatory Vendor List may not submit a Proposal.

8. LEGAL CONDITIONS: Proposers are notified to familiarize themselves with the provisions of the laws and regulations of the State of Florida, applicable ordinances of Broward County, with the provisions in the Charter and the ordinances of the City of Lighthouse Point, including without limitation those relating to bridge repairs construction, and the Federal Super Circular. Any omissions or inconsistencies herein shall not relieve Proposer of any obligations to comply with such applicable laws, at Proposer expenses.

9. FORMS OF PROPOSALS: Each Proposal and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in. One (1) original with four (4) copies and one (1) flash drive must be enclosed in a sealed envelope when submitted to the Office of the City Clerk, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, and all outer packaging must show the name of the Proposer and be clearly marked **"SEALED PROPOSAL RFP NO. 2023-006 – CONSTRUCTION REPAIRS ON EIGHT BRIDGES."** The Proposal must be signed by one duly authorized to do so. No Proposal will be accepted, for any reason whatsoever, which is not submitted to the Office of the City Clerk as stated above, within the specified time.

10. BID BOND: A certified check, cashier's check, or bank officer's check, or bid bond for the sum of ten percent (10%) of the proposed amount, made payable to the City of Lighthouse Point, Florida, or bid bond in such amount, must accompany each Proposal as evidence of the good faith and responsibility of the Proposer. The check or bond shall be retained by the City as liquidated damages should the Proposer refuse to or fail to enter into an Agreement with the City within thirty (30) days upon award of the proposal. Retention of such amount shall not be construed as a penalty or forfeiture. The above bond or check shall be a guarantee that the Proposer will furnish the specified work identified in the Request for Proposal. The check or bond accompanying the proposal of the Successful Proposer will be returned to the Successful Proposer after the actual start date of the performance of work. The checks or bid bonds of the unsuccessful proposers will be returned upon the acceptance of the proposal of the Successful Proposer, so long as the proposers have not forfeited such.

11. PERFORMANCE BOND and PAYMENT BOND: Successful Proposer shall execute and furnish to City a Performance Bond and a Payment Bond for 110% of the construction cost within 15 days upon execution of the written agreement between the City and successful Proposer.

12. WARRANTY: The successful Proposer shall correct any defective or faulty work or material which appears within one (1) year after completion of the work.

13. FILLING IN PROPOSALS: All prices must be written in the Proposal and all Proposals must fully cover all items for which Proposals are asked and no other. Proposers are required to state the names and places of residence of all persons interested, and if no other person is interested, the Proposer shall distinctly

state such fact and shall state that the Proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the Proposal.

14. PROPOSALS FIRM FOR ACCEPTANCE: Proposer warrants, by virtue of bidding, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the City of Lighthouse Point for a period of ninety (90) days from the date of proposal opening. Should Proposer withdraw a proposal for any reason within the above time period, it shall forfeit the bid bond should it do so.

15. WITHDRAWALS: Any Proposer may, without prejudice to himself, withdraw their proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After expiration of the period for receiving proposals, no proposal can be withdrawn, modified, or explained, and any such withdrawal, or attempt to modify or explain a proposal, shall result in the forfeiture of the bond.

16. CAUSES FOR REJECTION: No Proposal will be canvassed, considered, or accepted which, in the opinion of the City Administrator, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify proposals for all items called for in the schedule shall render the Proposal informal.

17. REJECTION OF PROPOSALS: The City reserves the right to reject any Proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among Proposers. A Proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City of Lighthouse Point reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal, and to waive such technical errors as may be deemed to be in the best interest of the City, or the City may reject Proposals and re-advertise, or award the work for less than eight bridges.

18. AWARD OF PROPOSAL: The City will award the Proposal to the most responsible and responsive lowest qualified Proposer as determined by the Selection Committee. In the event the Proposer does not execute an Agreement with the City within thirty (30) days upon award of the Proposal or provides information that the proposer cannot do so, the award may be canceled and awarded to the next rated responsible proposer at the discretion of the City Commission. The City will have the right to pursue its legal remedies, including a claim on the bid bond. Such Proposer shall fulfill every stipulation as if the original party to whom award was made. If this occurs, the second rated proposer shall fulfill every stipulation as if the original party to whom award was made.

19. AGREEMENT: The Proposer to whom award is made shall execute a written Agreement to do the work. The form of Agreement is attached hereto, and will include specific insurance and indemnification requirements. Any questions or concerns about the Agreement must be submitted within the same deadline as requests for interpretations above. The Successful Proposer will be expected to sign the Agreement as provided herein.

20. PAYMENT: Final payment will be made when all work is completed to the satisfaction of the City Administrator or designee. Successful Proposer can submit payment applications no more than monthly.

21. AUDIT OF CONTRACTOR'S RECORDS: Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years or the period of time in which federal or state agencies may review or audit the City for

reimbursements received by the City. The City may also require submittal of the records, at no cost to the City, from the Contractor, the subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the Contract provisions.

Failure of the Contractor or subcontractor to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a subcontractor at the option of the City. The Contractor shall assure that his subcontractor will provide access to its records pertaining to the project upon request by the City.

22. Pre-Proposal Conference: A non-mandatory Pre-Proposal Conference will be held in Fletcher Hall, located at 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, at 10:00 a.m., on Friday, July 21, 2023.

23. ESTIMATE CONSTRUCTION DURATION: Selected Proposer will be responsible for providing a qualified work crew, under supervision, in sufficient numbers on site to complete the work within ninety (90) days of Notice to Proceed. The proposer shall provide an estimated construction duration schedule to complete the scope of the repairs for all bridge as identified in the plans. Proposer shall provide a narrative outlining the intended phases and durations of each bridge, bridges repaired concurrently, and overall project schedule from start to finish.

24. Contact with personnel of the City of Lighthouse Point other than the City Clerk or designated representative regarding the RFP Bid may be grounds for elimination from the selection process.

25. Pursuant to Broward County Ordinance 2011-19, Lobbyists, and any of their principals or employers attending such meeting, are required to complete a Contact Log contemporaneously with the meeting. City of Lighthouse Point Ordinance 2011-0897, requires Lobbyists to register with the City PRIOR to engaging in lobbyist activities within the City. Contact with personnel of the City of Lighthouse Point other than the City Clerk or designated representative regarding the RFP shall be grounds for elimination and disqualification from the selection process.

SECTION 2. GENERAL INFORMATION

1. For the purposes of this Request for Proposal, the “Proposer” shall mean contractors, consultants, respondent, organizations, firms, or other persons submitting a response to this Request for Proposal. The “Successful Proposer” means the qualified responsible and responsive Proposer and Contractor to whom the City makes an award. The term “City” means the City of Lighthouse Point, a municipal corporation of the State of Florida.

2. Selected Proposer(s) shall perform these services and provide all required reports, when applicable, in accordance with established Federal and State guidelines to assure that the City shall have the means to be reimbursed for all eligible expenses with funding from the American Rescue Plan Act (ARPA). Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms are encouraged to submit proposals. **Compliance with Federal Super Circular “2 CFR Chapter 2, Part 200 et al.” is required.** **Following link to the Federal Super Circular:** <https://www.gpo.gov/fdsys/granule/CFR-2016-title2-vol1/CFR-2016-title2-vol1-part200/content-detail.html>.

3. The City of Lighthouse Point anticipates entering into a contract with the Proposer who submits the proposal judged by the City to be most advantageous to the City. The City anticipates awarding a single contract to the proposer chosen, but reserves the right to award in any fashion that it, in its sole determination, decides is in its best interest. The Proposer understands that this RFP does not constitute an agreement or a contract with the City. An official contract or agreement is not binding until the submission is reviewed and accepted by the City Commission and an Agreement is executed by all parties.

4. The City of Lighthouse Point is interested in obtaining bids for the services for construction repairs on

bridges. The Selected Proposer will supply all labor, materials, equipment, debris removal, and Maintenance of Traffic (MOT) for the work. Proposers must be FDOT Qualified in Minor Bridge Repair and work in the public right-of-way.

5. Allowable work time is Monday through Friday, from 8:00 a.m. to 5:00 p.m. Weekend and Holiday work is prohibited without advance written consent from City Public Works Director or designee.

6 Selected Proposer will have the required equipment for bridge construction repairs, The City reserves the right to inspect and reject any or all equipment deemed to be unsuitable for work to be done.

7. Clean up of all debris generated by the Work shall be achieved not later than two (2) hours after completion each day. Selected Proposer shall not leave the work location until cleanup is performed. The work location shall be left equal to or cleaner than pre-work conditions.

8. Selected Proposer shall use extreme caution in order to preserve adjoining private properties of work site. Selected Proposer shall protect driveways, sidewalks, pavers and landscaping when performing work. Debris shall not be accumulated for removal on private properties.

9 Selected Proposer shall be responsible for repairs or replacements of plants, materials, sprinkler heads, and other property damaged during the performance of work. Replacement and/or repairs of damaged property will be at Selected Proposer's expense and must meet the satisfaction of the City and the property owner. Selected Proposer shall immediately contact the City of any damaged property during project time.

10. Damage to any tree during the performance of the Work specified herein shall be reported to the Public Works Director or his designee for evaluation and additional instructions. Under no circumstances should trees be removed without the prior written consent of the City and receipt of any required permits from Broward County.

11. All demolition materials shall be collected and transported to a suitable disposal site and all areas raked and left broom clean daily.

12. Selected Proposer shall not use any private property for any reason, including parking of or maneuvering of vehicles or adjacent swales without the prior written consent of the property owner.

13. Selected Proposer is responsible for Maintenance of Traffic (MOT) and required to submit a MOT plan for each bridge to City for review and approval prior to commencing work at the bridge. Selected Proposer agrees not to restrict traffic on any right-of-way, any more than is necessary, to properly perform the work. Blocking of public streets shall not be permitted unless prior arrangements have been made with the City and coordinated with the appropriate departments.

14. Selected Proposer shall be responsible for vehicular and pedestrian safety at and around the job site. Selected Proposer shall provide and install warning devices necessary for pedestrian and vehicular safety. Warning devices include signage, detour signs, arrow boards, barricades, and orange traffic cones. Blunt safety caps will be installed over all rebar during construction to prevent someone being impaled or injured by rebar.

15. Selected Proposer assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good construction.

SECTION 3: SCOPE OF WORK

1. Proposers are required to perform an on-site inspection to determine conditions and work requirements. The successful Proposer will be required to provide construction repairs to repair eight bridges. The bridges included in the project are 1) Bridge 867200 over the Pelican Waterway on N.E. 28th Street, 2) Bridge 867201 over the Tern Waterway on NE 29th Street, 3) Bridge 867203 over the Heron Waterway on NE 31st Court, 4) Bridge 867205 Bridge over Cap Knight Bayou (Sample Road), 5) Bridge 867207 over the Alamanda

Waterway on NE 24th Avenue, 6) Bridge 867208 over the Coral Key Waterway on NE 48th Street, 7) Bridge 867209 over the Egret Waterway on NE 49th Street, and 8) Bridge 867210 over the North Grand Canal on NE 22nd Avenue. The construction repairs are identified in the construction documents dated May 2023 prepared by Kimley-Horn, and Associates, Inc.

2. This Project involves surface preparation, concrete restoration, epoxy injection, guardrails, cathodic protection, concrete beam repairs, and milling and resurfacing, . The Contractor shall furnish all materials, tools, supplies, equipment, vehicles, and labor necessary to perform the work identified in the plans provided by Kimley-Horn and Associates, Inc. dated May 2023.
3. All bridges must remain open to traffic at all times. Waterway closure below the bridges shall be kept as a minimum and coordinated with the Director of Public Works.

SECTION 4. PROTECTION OF PROPERTY

1. At all times during the performance of this Agreement, Contractor shall protect the City's property and private properties adjoining the work sites from all damage whatsoever, including vehicles, driveways, streets, grass, landscape, lights, waterways, etc., on account of the work being carried on pursuant to this Agreement. Contractor will protect from damage all property along the line of work or which is in the vicinity or is in any way affected by the work.
2. Contractor is responsible for repairs or replacements of property damaged by the Contractor during the performance of work. Replacement and/or repairs of damaged property will be at Contractor's expense and must meet the satisfaction of the City and the property owner. Contractor shall immediately contact the City of any damaged property during project time.
3. Contractor needs to be especially aware that there are underground utilities below the water to include water mains, force mains, FPL power, AT&T cables and others. Contractor must call for locates prior to any Work taking place on any bridge to locate the utility lines. There are underwater utilities at every bridge contained in this Work. Contractor is responsible for any damage to any utility. Proposer will preserve from damage all property along the line of work or which is in the vicinity or is in any way affected by the work. Selected Proposer is responsible for locating all above and underground utilities, if needed, prior to commencing work and is responsible for any damages to public property, private property, and utilities caused by the work performed by the Selected Proposer.

SECTON 5. AMERICAN RESCUE PLAN ACT

This Work may be funded from the American Rescue Plan Act (Federal Funding). Therefore, the Selected Proposer/Contractor must follow the federal requirements identified in Section 5.

The American Rescue Plan Act emphasizes resilience, long-term investments, and using funds to combat the severe public health and economic crises created by the COVID-19 pandemic. The SLFRF program ensures that state, local, and Tribal governments have the resources needed to fight the pandemic, sustain and strengthen the economic recovery, maintain vital public services, and make investments that support long-term growth, opportunity, and equity. Treasury looks forward to supporting and engaging with state, local, and Tribal governments as they use these funds to make transformative investments in their communities. Finally, with so many pressing and effective ways to use SLFRF funds, there is no excuse for waste, fraud, or abuse of these funds." The American Rescue Plan Act's funds must be used for costs incurred on or after March 3rd, 2021. These funds must be obligated by December 31st, 2024, and expended by December 31st, 2026. Per reporting guidelines, the City will commence reporting by April 30th, 2022, and annually thereafter. Eligible uses of the ARPA funds are as follows: addressing public health, negative economic impacts, services to disproportionately impacted communities, premium pay, infrastructure, revenue replacement, administrative, and others. The funds shall not be spent to offset a reduction in net tax revenue, deposit into pension funds, debt service, and replenishing reserves, settlements, and judgments. The consultant

services firm shall spend funds to support the Bridges Project conducted through ARPA for the City's general government provisions and will abide by the eligibility regulations and guidance of the ARPA.

- I. The provisions in Section 5 shall apply to Work Orders issued under the Agreement for projects that are federally funded. The Work Order shall specifically identify that this Section for Federally Funded Projects shall apply to such Work Order.
- II. **The CONTRACTOR and any and all of its subcontractors, shall comply with 2 CFR 200.327 and 2 CFR Part 200 Appendix II. A breach of this or any of the below provisions may be grounds for termination of the agreement, or for debarment of the CONTRACTOR.**
- III. Provisions for federally funded projects in applicable Work Orders:

5.1 Nondiscrimination and Equal Opportunity Employment

5.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

5.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

5.1.3 CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.1.4 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5.1.5 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

5.1.6 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

5.1.7 CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in

the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5.2 Compliance with the Copeland "Anti-Kickback" Act

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

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

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

5.3 Compliance with the Contract Work Hours and Safety Standards Act

5.3.1 Overtime requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

5.3.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

5.3.3 Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

5.3.4 Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5.4 Clean Air Act

5.4.1 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant

to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

5.4.2 CONTRACTOR agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government} will, in turn, report each violation as required to assure notification to the (name of recipient), federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

5.4.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

5.5 Federal Water Pollution Control Act

5.5.1 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

5.5.2 CONTRACTOR agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

5.5.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

5.6.0 Suspension and Debarment

5.6.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

5.6.2 The CONTRACTOR must comply with 2 C.P.R. pt. 180, subpart C and 2 C.P.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

5.6.3 This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

5.6.4 CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.7 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

5.8 Preference for Purchase, Acquisition, or Use of Goods Products, or Materials Produced in the United States

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.9 Maximum use of products containing recovered materials

5.9.1 In the performance of this contract, C O N T R A C T O R shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired; (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) at a reasonable price.

5.9.2 Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

5.10 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

5.11 Program Fraud and False or Fraudulent Statements or Related Acts

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

5.12 Davis-Bacon

For infrastructure projects greater than ten million dollars (\$10,000,000.00), CONTRACTOR shall comply with the requirements of the Davis-Bacon Act, 40 U.S.C §§3141-4144 and 3146-3148, as supplemented by Department of Labor regulations 29 CFR Part 5, which are incorporated herein where this paragraph is applicable.

5.13 Rights to Inventions Made Under Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under <37 CFR § 401.2> (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of <37 CFR Part 401>, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5.14 Huawei Technologies Company or ZTE Corporation

CONTRACTOR is prohibited from obligating/expending funds to:
Procure or obtain;

Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance services provided by such entities or using such equipment. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

5.15 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Requiring the prime CONTRACTOR, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section. Affirmative steps must include:

5.15.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

5.15.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

5.15.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

5.15.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

5.15.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

SECTION 6: INDEMNITY

Contractor will be required to comply with the indemnification requirements in Section 30.6.16 of the Contract.

SECTION 7: INSURANCE REQUIREMENTS

1. Contractor will be required to comply with the insurance requirements in Section 60.18 of the Contract. Subcontractor Insurance: Contractor is advised to require all of its subcontractors to provide the required coverage as well as any other coverages that the Contractor may consider necessary, and any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the Contractor.

SECTION 8: SELECTION PROCESS

The City Engineer will initially review the proposals, references, estimated construction durations, and company information provided by Proposers, as contained in their submittals and verify the quantities submitted are accurate. Once the City Engineer confirms the completeness and accuracy of the information in the proposals, the Selection Committee will evaluate the proposals, references, and company information provided by Proposers, as contained in their submittals. Each firm should submit documents that provide evidence of capability and willingness to provide the services required for the Committee's review. The score shall be determined by the Selection Committee at a meeting, portions of which that involve presentations by Proposers or question and answer sessions involving Proposers is exempt from Florida's public meeting requirements pursuant to Section 286.0113, Florida Statutes. Certain information that is exempt from public records pursuant to Section 119.071(1)(b) or (c), Florida Statutes, may not be disclosed during such meeting. The Selection Committee will rank proposers on a weighted score. City will award the work to the most responsive and responsible lowest Proposer.

SCORING CRITERIA	WEIGHT
Experience of Company and References	10%
Methodology and Estimated Construction Duration for Performing the Work	10%
Price	80%
Total	100%

SECTION 9: PROPOSAL PACKAGE

Each Proposer is required to complete and submit the following information with their proposal:

- A. Proposal Forms
- B. Summary of Qualifications and References
- C. Estimated Construction Duration-form provided by Proposer
- D. Non-Collusion Affidavit
- E. Drug-free Workplace Certification of Compliance
- F. Scrutinized Company Certification, Pursuant to Florida Statute 287.135.
- G. No Federal Appropriated Funds Requirement
- H. E-Verify Form, pursuant to Florida Statute 448.095.
- I. Documentation from State of Florida Division of Corporations confirming that Proposer is authorized to do business in the State of Florida
- J. Bid Bond
- K. Additional information such as qualifications, references, technical information, and company Information, etc.

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PROPOSAL FORM (A)

THIS SECTION MUST BE ANNOTATED AND RETURNED WITH THE PROPOSAL

TO THE CITY OF LIGHTHOUSE POINT, FLORIDA

The undersigned Proposer proposes to furnish all engineering, labor, tools, material, equipment, and supplies, and to sustain all the expense incurred in doing the Work set forth below that may be awarded the undersigned by the City of Lighthouse Point, Florida, through its proper officers, and to do the same strictly in accordance with the plans and Contract documents on file in the Office of the City Clerk of Lighthouse Point, which are referred to below and made a part hereof, at the following unit prices, to-wit:

-

BID SUMMARY FOR REPAIR OF 8 BRIDGES

DESCRIPTION	AMOUNT
BRIDGE 867200	
BRIDGE 867201	
BRIDGE 867203	
BRIDGE 867205	
BRIDGE 867207	
BRIDGE 867208	
BRIDGE 867209	
BRIDGE 867210	
TOTAL:	\$

BIDDER: _____

ADDRESS: _____

ADDRESS: _____

PHONE: _____

QUOTATION FORM FOR
REPAIR OF 8 BRIDGES

BRIDGE 867200 - NE 28 STREET OVER PELICAN WATER WAY
STRUCTURAL REPAIRS & RELATED MAINTENANCE ITEMS

This bridge repair includes all material, equipment, and labor necessary to make the bridge repairs as shown on the drawings.

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	Qty	Unit Price	Amount
101-1A	Mobilization/Demobilization	LS	1	\$	\$
102-1A	Maintenance of Traffic	LS	1	\$	\$
104-2A	Prevention, Control, and Abatement of Erosion and Water Pollution	LS	1	\$	\$
327-70-1	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	73.3	\$	\$
334-1-53	Superpave Asphaltic Concrete, Traffic C, SP-9.5, PG76-22	TN	7	\$	\$
400-4-4	Concrete Class IV, Bridge Superstructure (Beam Encasement)	CY	1.5	\$	\$
400-142-9A	Cathodic Protection System, Embedded Galvanic Anodes	EA	163	\$	\$
400-148	Plain Neoprene Bearing Pads	CF	0.1	\$	\$
401-70-1	Restore Spalled Areas, Epoxy	CF	1.9	\$	\$
401-70-4	Restore Spalled Areas, Portland Cement Grout	CF	0.2	\$	\$
401-70-4A	Restore Spalled Areas, Beam Repairs	CF	15.4	\$	\$
411-1A	Crack Sealing - Structures Rehab	LF	257	\$	\$
411-1	Epoxy Material for Crack Injection - Structures Rehab	GA	0.1	\$	\$
411-2	Crack Inject & Seal - Structures Rehab	LF	1	\$	\$
415-1-4A	Galvanized Reinforcing Steel - Beam Encasement	LB	475	\$	\$
570-1-2A	Performance Turf, Sod	LS	1	\$	\$
700-1-11	Single Post Sign, F&I, Ground Mount, Up to 12 SF	EA	2	\$	\$
901-1A	67 Stone	CF	3	\$	\$

BRIDGE 867200 TOTAL AMOUNT \$ _____

BIDDER: _____

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QUOTATION FORM FOR
REPAIR OF 8 BRIDGES

BRIDGE 867201 -NE 29 STREET OVER TERN WATER WAY
STRUCTURAL REPAIRS & RELATED MAINTENANCE ITEMS

This bridge repair includes all material, equipment, and labor necessary to make the bridge repairs as shown on the drawings.

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	Qty	Unit Price	Amount
101-1A	Mobilization/Demobilization	LS	1	\$	\$
102-1A	Maintenance of Traffic	LS	1	\$	\$
104-2A	Prevention, Control, and Abatement of Erosion and Water Pollution	LS	1	\$	\$
121-70	Flowable Fill	CY	1.5	\$	\$
327-70-1	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	47	\$	\$
334-1-53	Superpave Asphaltic Concrete, Traffic C, SP-9.5, PG76-22	TN	4.5	\$	\$
400-4-4	Concrete Class IV, Bridge Superstructure (Beam Encasement)	CY	1.5	\$	\$
400-142-9A	Cathodic Protection System, Embedded Galvanic Anodes	EA	53	\$	\$
400-148	Plain Neoprene Bearing Pads	CF	0.1	\$	\$
401-70-1	Restore Spalled Areas, Epoxy	CF	0.6	\$	\$
401-70-4	Restore Spalled Areas, Portland Cement Grout	CF	10	\$	\$
401-70-4A	Restore Spalled Areas, Beam Repairs	CF	7	\$	\$
411-1A	Crack Sealing - Structures Rehab	LF	386	\$	\$
415-1-4A	Galvanized Reinforcing Steel - Beam Encasement	LB	500	\$	\$
457-1-21A	Standard Integral Pile Jacket, Structural, (T-Piles)	LF	8	\$	\$
570-1-2A	Performance Turf, Sod	LS	1	\$	\$
700-1-11	Single Post Sign, F&I, Ground Mount, Up to 12 SF	EA	2	\$	\$

BRIDGE 867201 TOTAL AMOUNT \$ _____

BIDDER: _____

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QUOTATION FORM FOR
REPAIR OF 8 BRIDGES

BRIDGE 867203 – NE 31 COURT OVER HERON WATERWAY
STRUCTURAL REPAIRS & RELATED MAINTENANCE ITEMS

This bridge repair includes all material, equipment, and labor necessary to make the bridge repairs as shown on the drawings.

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	Qty	Unit Price	Amount
101-1A	Mobilization/Demobilization	LS	1	\$	\$
102-1A	Maintenance of Traffic	LS	1	\$	\$
104-2A	Prevention, Control, and Abatement of Erosion and Water Pollution	LS	1	\$	\$
401-70-1	Restore Spalled Areas, Epoxy	CF	1	\$	\$
401-70-4	Restore Spalled Areas, Portland Cement Grout	CF	1.7	\$	\$
401-70-4A	Restore Spalled Areas, Beam Repairs	CF	20	\$	\$
411-2A	Epoxy Injection for Delamination, Pile Jacket	GA	1.3	\$	\$
570-1-2A	Performance Turf, Sod	LS	1	\$	\$
700-1-11	Single Post Sign, F&I, Ground Mount, Up to 12 SF	EA	2	\$	\$

BRIDGE 867203 TOTAL AMOUNT \$ _____

BIDDER: _____

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QUOTATION FORM FOR
REPAIR OF 8 BRIDGES

BRIDGE 867205 - SAMPLE ROAD OVER CAP KNIGHT BAYOU CANAL
STRUCTURAL REPAIRS & RELATED MAINTENANCE ITEMS

This bridge repair includes all material, equipment, and labor necessary to make the bridge repairs as shown on the drawings.

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	Qty	Unit Price	Amount
101-1A	Mobilization/Demobilization	LS	1	\$	\$
102-1A	Maintenance of Traffic	LS	1	\$	\$
103-2A	Temporary Shoring	EA	1	\$	\$
104-2A	Prevention, Control, and Abatement of Erosion and Water Pollution	LS	1	\$	\$
400-142-9A	Cathodic Protection System, Embedded Galvanic Anodes	EA	56	\$	\$
401-70-1	Restore Spalled Areas, Epoxy	CF	1.5	\$	\$
401-70-4	Restore Spalled Areas, Portland Cement Grout	CF	1	\$	\$
401-70-4A	Restore Spalled Areas, Beam Repairs	CF	2.6	\$	\$
411-1A	Crack Sealing - Structures Rehab	LF	293	\$	\$
411-1	Epoxy Material for Crack Injection - Structures Rehab	GA	1	\$	\$
411-2	Crack Inject & Seal - Structures Rehab	LF	58	\$	\$
457-1-21A	Standard Integral Pile Jacket, Structural, End Bent Pile	LF	36	\$	\$
457-1-21B	Standard Integral Pile Jacket, Structural, Bent Pile	LF	53	\$	\$
522-2	Concrete Sidewalk and Driveways, 6" Thick	SY	10	\$	\$
530-3-4	Riprap, Rubble, F&I, Ditch Lining	TN	37	\$	\$
570-1-2A	Performance Turf, Sod	LS	1	\$	\$
700-1-11	Single Post Sign, F&I, Ground Mount, Up to 12 SF	EA	2	\$	\$
700-1-12	Single Post Sign, F&I, Ground Mount, 12 SF to 20 SF	EA	1	\$	\$

BRIDGE 867205 TOTAL AMOUNT \$ _____

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QUOTATION FORM FOR
REPAIR OF 8 BRIDGES

BRIDGE 867207 - NE 24 AVENUE OVER ALAMANDA WATERWAY
STRUCTURAL REPAIRS & RELATED MAINTENANCE ITEMS

This bridge repair includes all material, equipment, and labor necessary to make the bridge repairs as shown on the drawings.

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	Qty	Unit Price	Amount
101-1A	Mobilization/Demobilization	LS	1	\$	\$
102-1A	Maintenance of Traffic	LS	1	\$	\$
104-2A	Prevention, Control, and Abatement of Erosion and Water Pollution	LS	1	\$	\$
121-70	Flowable Fill	CY	1	\$	\$
327-70-1	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	97.8	\$	\$
334-1-53	Superpave Asphaltic Concrete, Traffic C, SP-9.5, PG76-22	TN	8	\$	\$
400-4-4	Concrete Class IV, Bridge Superstructure (Beam Encasement)	CY	2	\$	\$
400-142-9A	Cathodic Protection System, Embedded Galvanic Anodes	EA	17	\$	\$
400-143	Cleaning and Coating Concrete Surface, Class 5	SF	360	\$	\$
400-148	Plain Neoprene Bearing Pads	CF	0.1	\$	\$
401-70-1	Restore Spalled Areas, Epoxy	CF	1	\$	\$
401-70-4	Restore Spalled Areas, Portland Cement Grout	CF	0.7	\$	\$
401-70-4A	Restore Spalled Areas, Beam Repairs	CF	3.5	\$	\$
401-70-4B	Restore Spalled Areas, Pedestrian Bridge Bent Cap	CF	12.8	\$	\$
401-70-4C	Restore Spalled Areas, Wall Panels	CF	96.3	\$	\$
411-1	Epoxy Material for Crack Injection - Structures Rehab	GA	0.2	\$	\$
411-2	Crack Inject & Seal - Structures Rehab	LF	11	\$	\$
413-149	Penetrant Sealer	GA	2.7	\$	\$
413-154	Cleaning and Sealing Concrete Surfaces: Penetrant Sealer or Methacrylates	SF	135	\$	\$
415-1-4A	Galvanized Reinforcing Steel - Beam Encasement	LB	600	\$	\$
458-1-21	Bridge Deck Expansion Joint, Rehabilitation, Poured Joint with Backer Rod	LF	60	\$	\$
522-2	Concrete Sidewalk and Driveways, 6" Thick	SY	5.3	\$	\$
570-1-2A	Performance Turf, Sod	LS	1	\$	\$
700-1-11	Single Post Sign, F&I, Ground Mount, Up to 12 SF	EA	2	\$	\$

BRIDGE 867207 TOTAL AMOUNT \$_____

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QUOTATION FORM FOR
REPAIR OF 8 BRIDGES

BRIDGE 867208 - NE 48 STREET OVER CORAL KEY WATERWAY
STRUCTURAL REPAIRS & RELATED MAINTENANCE ITEMS

This bridge repair includes all material, equipment, and labor necessary to make the bridge repairs as shown on the drawings.

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	Qty	Unit Price	Amount
101-1A	Mobilization/Demobilization	LS	1	\$	\$
102-1A	Maintenance of Traffic	LS	1	\$	\$
104-2A	Prevention, Control, and Abatement of Erosion and Water Pollution	LS	1	\$	\$
121-70	Flowable Fill	CY	2	\$	\$
327-70-1	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	98	\$	\$
334-1-53	Superpave Asphaltic Concrete, Traffic C, SP-9.5, PG76-22	TN	8	\$	\$
400-142-9A	Cathodic Protection System, Embedded Galvanic Anodes	EA	12	\$	\$
400-143	Cleaning and Coating Concrete Surface, Class 5	SF	360	\$	\$
401-70-1	Restore Spalled Areas, Epoxy	CF	2.7	\$	\$
401-70-4	Restore Spalled Areas, Portland Cement Grout	CF	7.1	\$	\$
401-70-4A	Restore Spalled Areas, Beam Repairs	CF	3.4	\$	\$
401-70-4B	Restore Spalled Areas, Pedestrian Bridge Bent Cap	CF	13.6	\$	\$
401-70-4C	Restore Spalled Areas, Wall Panels	CF	130	\$	\$
411-1A	Crack Sealing - Structures Rehab	LF	38	\$	\$
411-1	Epoxy Material for Crack Injection - Structures Rehab	GA	0.1	\$	\$
411-2	Crack Inject & Seal - Structures Rehab	LF	6	\$	\$
457-1-21A	Standard Integral Pile Jacket, Structural, (T-Piles)	LF	6	\$	\$
458-1-21	Bridge Deck Expansion Joint, Rehabilitation, Poured Joint with Backer Rod	LF	60	\$	\$
522-2	Concrete Sidewalk and Driveways, 6" Thick	SY	4.4	\$	\$
570-1-2A	Performance Turf, Sod	LS	1	\$	\$
700-1-11	Single Post Sign, F&I, Ground Mount, Up to 12 SF	EA	2	\$	\$
700-1-12	Single Post Sign, F&I, Ground Mount, 12 SF to 20 SF	EA	2	\$	\$
711-11-A	Thermoplastic, Standard	LS	1	\$	\$

BRIDGE 867208 TOTAL AMOUNT \$ _____

BIDDER: _____

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PHONE: _____

QUOTATION FORM FOR
REPAIR OF 8 BRIDGES

BRIDGE 867209 - NE 49 STREET OVER EGRET WATER WAY
STRUCTURAL REPAIRS & RELATED MAINTENANCE ITEMS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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This bridge repair includes all material, equipment, and labor necessary to make the bridge repairs as shown on the drawings.

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	Qty	Unit Price	Amount
101-1A	Mobilization/Demobilization	LS	1	\$	\$
102-1A	Maintenance of Traffic	LS	1	\$	\$
104-2A	Prevention, Control, and Abatement of Erosion and Water Pollution	LS	1	\$	\$
120-6	Embankment	CY	0.5	\$	\$
401-70-1	Restore Spalled Areas, Epoxy	CF	0.1	\$	\$
411-1A	Crack Sealing - Structures Rehab	LF	450	\$	\$
411-1	Epoxy Material for Crack Injection - Structures Rehab	GA	11.2	\$	\$
411-2	Crack Inject & Seal - Structures Rehab	LF	214	\$	\$
457-1-21A	Standard Integral Pile Jacket, Structural, (T-Piles)	LF	23	\$	\$
522-2	Concrete Sidewalk and Driveways, 6" Thick	SY	9	\$	\$
562-A	Repair of Galvanized Surfaces	EA	8	\$	\$
562-B	Repair of Galvanized Surface and Install Plate	EA	1	\$	\$
570-1-2A	Performance Turf, Sod	LS	1	\$	\$
700-1-11	Single Post Sign, F&I, Ground Mount, Up to 12 SF	EA	2	\$	\$
700-1-12	Single Post Sign, F&I, Ground Mount, 12 SF to 20 SF	EA	2	\$	\$

BRIDGE 867209 TOTAL AMOUNT \$_____

BIDDER: _____

ADDRESS: _____

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PHONE: _____

QUOTATION FORM FOR
REPAIR OF 8 BRIDGES

BRIDGE 867210 - NE 22 AVENUE OVER NORTH GRAND CANAL STRUCTURAL REPAIRS & RELATED
MAINTENANCE ITEMS

This bridge repair includes all material, equipment, and labor necessary to make the bridge repairs as shown on the drawings.

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	Qty	Unit Price	Amount
101-1A	Mobilization/Demobilization	LS	1	\$	\$
102-1A	Maintenance of Traffic	LS	1	\$	\$
104-2A	Prevention, Control, and Abatement of Erosion and Water Pollution	LS	1	\$	\$
120-6	Embankment	CY	1	\$	\$
401-70-1	Restore Spalled Areas, Epoxy	CF	0.1	\$	\$
411-1A	Sealant Material for Crack Seal - Structures Rehab	LF	25	\$	\$
411-1	Epoxy Material for Crack Injection - Structures Rehab	GA	1.4	\$	\$
411-2	Crack Inject & Seal - Structures Rehab	LF	37	\$	\$
522-2	Concrete Sidewalk and Driveways, 6" Thick	SY	20	\$	\$
570-1-2A	Performance Turf, Sod	LS	1	\$	\$

BRIDGE 867210 TOTAL AMOUNT **\$** _____

BIDDER: _____

ADDRESS: _____

ADDRESS: _____

PHONE: _____

Provide three (3) construction work related references:

Name	Relationship	Address	Phone Number

State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business (Post Office Box is inappropriate). IF A CORPORATION, state the name of the President, Secretary, and Resident Agent. IF A PARTNERSHIP, state the names of all partners. IF A TRADE NAME, state the names of the individuals who do business under the trade name. If the firm is a foreign corporation (i.e., non-Florida), it must be authorized to do business in the State of Florida by the Florida Secretary of State. **PLEASE PRINT OR TYPE.**

Firm Name: _____

Address: _____

Telephone: _____ Fax: _____

(Name) _____ (Title) _____

(Name) _____ (Title) _____

(Name) _____ (Title) _____

The undersigned Proposer acknowledges that he may be required to furnish additional information as deemed necessary by the Office of the City Clerk, to update their records should he be awarded the Work described below. The undersigned Proposer affirms that he has or will obtain all equipment necessary to complete the Work described, that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The undersigned Proposer has not divulged to, discussed, or compared this Bid with other Proposers, and has not colluded with any other Proposer or parties to a bid whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this Proposal.

The undersigned acknowledges receipt of the Addenda listed below (if applicable) and further acknowledges that the provisions of each Addendum have been included in the preparation for this Bid.

Addendum No.

Date Received

Addendum No.

Date Received

DATE: _____

FOR: _____

(Witness - Print or Type Name)

(Signature)

(Witness – Print or Type Name)

(PrintName)

TITLE: President () Vice-President ()

(Corporate Seal)

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SUMMARY OF QUALIFICATIONS (B)

PLEASE PRINT OR TYPE:

Firm Name: _____

President: _____

Business Address: _____

Telephone: _____ Fax: _____

1. Is the Proposer FDOT Qualified in Minor Bridge Repair? Yes No

2. How many years has your organization been in business? _____

3. Have you ever failed to complete work awarded to you; if so, where and why?

4. Have you inspected the proposed work and have you a complete plan for its performance?

5. Will you sub-contract any part of this work? If so, list the portions or specialties of the work that you will.

a)

b)

c)

d)

Licensed in: _____
(County/State)

Contractor's License # _____ Expiration Date: _____

Contractor must submit evidence of
proper licensing with proposal.11

Estimated Construction Duration (C)

NON-COLLUSION AFFIDAVIT (D)

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

1. He/She is _____ of _____ the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lighthouse Point, Florida or any person interested in the proposed Agreement; and
5. The cost Proposals in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Print Name

Title

Date

STATE OF FLORIDA)
) SS
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2023.

Notary Seal

Signature of Notary Public

My Commission Expires:

Printed Name of Notary Public

DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE (E)

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

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

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

Signature

Print Name

Title

Date

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2023.

NOTARY SEAL

Signature of Notary Public

My Commission Expires:

Printed Name of Notary Public

ATTACHMENT (F)
CERTIFICATION PURSUANT TO FLORIDA STATUTE 287.135

I, _____, on behalf of _____,

Print Name and Title _____ Company Name _____
Certify that _____ does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Company Name

Signature

Print Name

Title

ATTACHMENT (G)

NO FEDERAL APPROPRIATED FUNDS REQUIREMENT

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractors Authorized Official

ATTACHMENT (H)

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name:	Repairs on Eight Bridges
Project No.:	RFP 2023-006

1. Definitions:

“*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “*Contractor*” includes, but is not limited to, a vendor or consultant.

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

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

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

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

All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Lighthouse Point. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Lighthouse Point; and

Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

2. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____ on behalf of _____. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

Title or Rank

AGREEMENT

This Agreement between Owner and Contractor was taken, in part and modified, from the "Standard Form of Agreement Between Owner and Contractor" jointly issued by Professional Engineers in private practice, a practice division of the National Society of Professional Engineers and by American Consulting Engineers Council and by Construction Specifications Institute.

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2023 and between:

City of Lighthouse Point _____ (hereinafter called OWNER or CITY)

_____ (hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

This Agreement between Owner and Contractor was taken, in part and modified, from the "Standard Form of Agreement Between Owner and Contractor" jointly issued by Professional Engineers in private practice, a practice division of the National Society of Professional Engineers and by American Consulting Engineers Council and by Construction Specifications Institute.

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

SECTION 1 PREAMBLE

1.1 In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of mutual considerations upon which this Agreement is based.

SECTION 2 (30) GENERAL CONDITIONS

30.1 DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Agreement: The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment: The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bonds: Bid, performance and payment bonds and other instruments of security.

Change Order: A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents: The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following: the Agreement, Exhibits to the Agreement, Performance and other Bonds, Notice of Award, Specifications, Drawings, Addenda, Broward County Environmental License No. DF23-1103, U.S. Army Corps of Engineers Permit SAJ-2023-01011, City of Lighthouse Point Request for Proposals, #2023- 006 , and Contractor's Form of Proposal.

Contract Price: The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 30.11.7.1 in the case of the Unit Price Work).

Contract Time: The number of days (computed as provided in paragraph 30.17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR: The person, firm or corporation with whom OWNER has entered into the Agreement.

Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 30.14.5.1 or 30.14.6.1).

Drawings: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

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

ENGINEER: The person, firm or corporation named as such in the Agreement.

Field Order: A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 30.9.5 but which does not involve a change in the Contract Price or the Contract Time.

General Requirements: Sections of the Specifications.

Laws and Regulations; Laws or Regulations: Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award: The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

OWNER: The public body or authority, corporation, association, limited partnership, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

Partial Utilization: Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project: The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Resident Project Representative: The authorized representative of ENGINEER who is assigned to the site or any part thereof.

Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

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

Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete and inspected, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 30.14.9.1. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplementary Conditions: The part of the Contract Documents which amends or supplements these General Conditions.

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

Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks,

tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

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

Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Work Directive Change: A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 30.4.2 or 30.4.3 or to emergencies under paragraph 30.6.13. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 30.10.2.

Written Amendment: A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.

30.2 PRELIMINARY MATTERS

30.2.1 Delivery of Bonds:

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 30.5.1.1.

30.2.2 Copies of Documents:

OWNER shall furnish to CONTRACTOR up to two copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction. Pursuant to Florida Statute 119.071(3)(b)1., building plans, blueprints, schematic drawings and diagrams of the City's structural elements are exempt from public records. CONTRACTOR will maintain the confidentiality of the documents, and upon the final completion of the Work return all copies of confidential documents to the City.

30.2.3 Commencement of Contract Time; Notice to Proceed:

The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

30.2.4 Starting the Project:

CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

30.2.5 Before Starting Construction:

- 30.2.5.1 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR has actual knowledge thereof or should reasonably have known thereof.
- 30.2.5.2 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:
 - 30.2.5.2.1 An estimated progress schedule indicating the starting and completion dates of the various stages of the Work; and
 - 30.2.5.2.2 A preliminary schedule of Shop Drawing submissions; and
 - 30.2.5.2.3 A preliminary schedule of values for all the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.
- 30.2.5.3 Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 30.5.2.1 and 30.5.3, and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with paragraphs 30.5.5.1 and 30.5.5.2.

30.2.6 Preconstruction Conference:

Within twenty days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and

others as appropriate will be held to discuss the schedules referred to in paragraph 30.2.5.2, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

30.2.7 Finalizing Schedules:

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 30.2.5.2. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

30.3 CONTRACT DOCUMENTS

30.3.1 Intent:

30.3.1.1 The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

30.3.1.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce from the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, or to any permits and conditions thereof, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations or permit in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or

employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 30.9.10.3 or 30.9.10.4. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 30.9.4.

30.3.1.3 If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

30.3.2 Amending and Supplementing Contract Documents:

30.3.2.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

30.3.2.2 A formal Written Amendment:

30.3.2.2.1 A Change Order (pursuant to paragraph 30.10.4.1), or

30.3.2.2.2 A Work Directive Change (pursuant to paragraph 30.10.1). As indicated in paragraphs 30.11.2 and 30.12.1, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

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

30.3.2.3.1 A Field Order (pursuant to paragraph 30.9.5),

30.3.2.3.2 ENGINEER's approval of a Shop Drawing or sample (pursuant to paragraphs 30.6.14.5 and 30.6.14.6), or

30.3.2.3.3 ENGINEER's written interpretation or clarification (pursuant to paragraph 30.9.4).

30.3.3 Reuse of Documents:

Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written

verifications or adaptation by ENGINEER.

30.4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

30.4.1 Availability of Lands:

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 30.12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment in accordance with all governmental and environmental protection rules and regulations. CONTRACTOR shall be responsible for the proper storage, handling, and removal of all regulated substances at no additional cost to the OWNER.

30.4.2 Physical Conditions:

30.4.2.1 Explorations and Reports:

Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 30.4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

30.4.2.2 Existing Structures:

Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 30.4.3.1) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 30.4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

30.4.2.3 Report of Differing Conditions: If CONTRACTOR believes that:

30.4.2.3.1 Any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 30.4.2.1 and 30.4.2.2 is inaccurate, or

30.4.2.3.2 Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 30.6.13), notify OWNER and ENGINEER in writing about the inaccuracy or difference.

30.4.2.4 ENGINEER's Review:

ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

30.4.2.5 Possible Document Change:

If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order may be issued as provided in Article 30.10 to reflect and document the consequences of the inaccuracy or difference.

30.4.2.6 Possible Price and Time Adjustments:

In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, may be allowable to the extent that they are attributable to any such inaccuracy or difference. If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 30.11 and 30.12.

30.4.3 Physical Conditions - Underground Facilities:

30.4.3.1 Shown or Indicated:

The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

30.4.3.1.1 OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

30.4.3.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 30.6.12.1 and Florida Statute FS556.102(12) and repairing any damage

thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

30.4.3.2 Not Shown or Indicated:

If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 30.6.13), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 30.6.12.1. CONTRACTOR shall be allowed a change in the Contract Price or a change of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 30.11 and 30.12.

30.4.4 Reference Points:

OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

30.5 CONTRACTORS INSURANCE

30.5.1 CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as required by 60.18, which will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

30.5.1.1 Claims for damages because of bodily injury, occupational

sickness or disease, or death of CONTRACTOR's employees;

- 30.5.1.2 Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
- 30.5.1.3 Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;
- 30.5.1.4 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
- 30.5.1.5 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
- 30.5.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 30.5.2 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 30.13.7. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

30.5.2 Contractual Liability Insurance:

The comprehensive general liability insurance required by paragraph 30.5.2.1 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 30.6.16.1 and 30.6.16.2.

30.5.3 Owner's Liability Insurance:

OWNER shall be responsible for purchasing and maintaining OWNER's own liability insurance and, at OWNER's option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

30.5.4 Property Insurance:

30.5.4.1 OWNER shall not be responsible for purchasing and maintaining any property

insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work. The risk of loss within the deductible amount, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

30.5.4.2 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

30.5.5 Not Used

30.5.6 Receipt and Application of Proceeds:

30.5.6.1 Any insured loss under the policies of insurance required by paragraphs 30.5.5.1 and 30.5.5.2 will be adjusted with OWNER and made payable to OWNER as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 30.5.7.2. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interests may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the monies so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

30.5.6.2 OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

30.5.7 Acceptance of Insurance:

If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 30.5.2.1 and 30.5.3 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with paragraph

30.5.8 Partial Utilization - Property Insurance:

If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 30.14.6; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers

providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

30.6 CONTRACTOR'S RESPONSIBILITIES

30.6.1 Supervision and Superintendence:

- 30.6.1.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- 30.6.1.2 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

30.6.2 Labor, Materials and Equipment:

- 30.6.2.1 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.
- 30.6.2.2 Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

30.6.2.3 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents: but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 30.9.10.3 or 30.9.10.4.

30.6.3 Adjusting Progress Schedule:

CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 30.2.7) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto. ENGINEER shall obtain OWNER approval before extending the time allowed to complete the work considering that the extension of the time of completion might cause a default in other contracts.

30.6.4 Substitutes or "Or-Equal" Items:

30.6.4.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the items is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with

OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute.

30.6.4.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 30.6.4.1 as applied by ENGINEER and as may be supplemented in the General Requirements.

30.6.4.3 ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating each proposed substitute.

30.6.5 Concerning Subcontractors, Suppliers and Others:

30.6.5.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 30.6.5.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work

against whom CONTRACTOR has reasonable objection.

30.6.5.2 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and as appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER and ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective work.

30.6.5.3 CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any monies due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

30.6.5.4 The divisions and Articles of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 30.5.6.1 CONTRACTOR shall pay each Subcontractor a just share of any insurance monies received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 30.5.5.1 and 30.5.5.2.

30.6.6 Patent Fees and Royalties:

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

30.6.7 Permits:

Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees. CONTRACTOR shall pay all governmental charges and inspection fees necessary with the exception that the CITY hereby waives its own municipal permit and inspection fees relating to the Work. No waiver is given with respect to any reinspection fees or fees payable to other governmental agencies.

30.6.8 Laws and Regulations:

30.6.8.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

30.6.8.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 30.3.2.1. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

30.6.9 Taxes:

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

30.6.10 Use of Premises:

- 30.6.10.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR, shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER, subject to the limitations of Section 30.6.16.4 below, harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequently out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work.
- 30.6.10.2 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.
- 30.6.10.3 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

30.6.11 Record Documents:

CONTRACTOR shall maintain in a safe place at each site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph

30.9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

30.6.12 Safety and Protection:

30.6.12.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

30.6.12.1.1 All employees on the Work and other persons and organizations who may be affected thereby;

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

30.6.12.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction. CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify in writing owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 30.6.12.1.2 or 30.6.12.1.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 30.14.9.1 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial

Completion).

30.6.12.2 CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. The person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR or OWNER.

30.6.13 Emergencies:

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued, after approval by OWNER, to document the consequences of the changes or variations.

30.6.14 Shop Drawings and Samples:

30.6.14.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawings submissions (see paragraph 30.2.7), or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

30.6.14.2 CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

30.6.14.3 Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or

sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

- 30.6.14.4 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.
- 30.6.14.5 ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.
- 30.6.14.6 ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 30.6.14.4 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 30.6.14.3.
- 30.6.14.7 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER's review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

30.6.15 Continuing the Work:

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 30.15.3 or as CONTRACTOR and OWNER may otherwise agree in writing.

30.6.16 Indemnification:

30.6.16.1 To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

30.6.16.2 In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 30.6.16.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

30.6.16.3 The obligations of CONTRACTOR under paragraph 30.6.16.1 shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

30.6.16.4 The Parties hereto agree CONTRACTOR's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, and that such guarantee bears a reasonable commercial relationship to the services required herein.

30.6.16.5 Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or

alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent.

- 30.6.16.5 In case of injury to persons, animals or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards and signals or by reason of any negligence of any Contractor, subcontractor or any of the Contractor's agents, servants, or employees during the performance of the Work before the estimates have become due under this Contract, the City may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the City as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.
- 30.6.16.6 The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of the Agreement and continue in full force and effect as to the party's responsibility to indemnify.
- 30.6.16.7 The parties agree that indemnification up to the limits of the insurance requirements of the Agreement, or the Contract Price agreed upon by the parties for the final completion of the project, whichever is higher, bears a reasonable commercial relationship to the Agreement.

30.7 OTHER WORK

30.7.1 Related Work at Site:

- 30.7.1.1 OWNER may perform other work related to the Project at the site by OWNER's own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 30.11 and 30.12.
- 30.7.1.2 CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and

equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of other by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

30.7.1.3 If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

30.7.2 Coordination:

If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither OWNER nor ENGINEER shall have any authority or responsibility in respect of such coordination.

30.8 OWNER'S RESPONSIBILITIES

- 30.8.1 OWNER shall issue all communications to CONTRACTOR through ENGINEER.
- 30.8.2 In case of termination of employment of ENGINEER, OWNER shall appoint an engineer whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.
- 30.8.3 OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 30.14.4.1 and 30.14.9.1.
- 30.8.4 OWNER's duties in respect of proving lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 30.4.1 and 30.4.4. Paragraph 30.4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing

the Drawings and Specifications.

- 30.8.5 OWNER is obligated to execute Change Orders as indicated in paragraph 30.10.4.
- 30.8.6 OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 30.13.3.2.

30.9 ENGINEER'S STATUS DURING CONSTRUCTION

- 30.9.1 Owner's Representative:

ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without prior written consent of OWNER and ENGINEER.

- 30.9.2 Visits to Site:

ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified ENGINEER's representative, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

- 30.9.3 Project Representation:

If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If OWNER designates another agent to represent OWNER at the site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.

- 30.9.4 Clarifications and Interpretations:

ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 30.11 or Article 30.12.

- 30.9.5 Authorized Variations in Work:

ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 30.11 or 30.12.

30.9.6 Rejecting Defective Work:

ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 30.13.4.2, whether or not the Work is fabricated, installed or completed.

30.9.7 Shop Drawings, Change Orders and Payments:

- 30.9.7.1 In connection with ENGINEER's responsibility for Shop Drawings and samples, see paragraphs 30.6.14.1 through 30.6.15 inclusive.
- 30.9.7.2 In connection with ENGINEER's responsibilities as to Change Orders, see Articles 30.10, 30.11 and 30.12.
- 30.9.7.3 In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 30.14.

30.9.8 Determinations for Unit Prices:

ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

30.9.9 Decisions on Disputes:

- 30.9.9.1 ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 30.11 and 30.12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other

party within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim. However, change order and change in contract price and time can only be approved by OWNER.

30.9.10 Limitations on ENGINEER's Responsibilities:

30.9.10.1 Neither ENGINEER's authority to act under this Article 30.9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

30.9.10.2 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise).

The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 30.9.10.3 or 30.9.10.4.

30.9.10.3 ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

30.9.10.4 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

30.9.10.5 ENGINEER cannot authorize changes in price which require OWNER'S City Commission approval.

30.10 CHANGES IN THE WORK

30.10.1 Additions, Deletions or Revisions:

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change.

Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

30.10.2 Claims:

If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefor as provided in Article 30.11 or Article 30.12.

30.10.3 Increase or Extension Not Permitted:

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 30.3.2.1 and 30.3.2.2, except in the case of an emergency as provided in paragraph 30.6.13 and except in the case of uncovering Work as provided in paragraph 30.13.4.2.

30.10.4 Change Orders:

OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

- 30.10.4.1 Changes in the Work which are ordered by OWNER pursuant to paragraph 30.10.1, are required because of acceptance of defective Work under paragraph 30.13.8 or correcting defective Work under paragraph 30.13.9, or are agreed to by the parties;
- 30.10.4.2 Changes in the Contract Price or Contract Time which are agreed to by the parties; and
- 30.10.4.3 Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER and approved by OWNER pursuant to paragraph 30.9.9.1, subject to approval by OWNER to approvals necessary under the OWNER'S Charter and ordinances; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 30.6.15, or OWNER may terminate the Contract.

30.10.5 Surety:

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

30.11 CHANGE OF CONTRACT PRICE

30.11.1 Contract Price:

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

30.11.2 Change Order:

The Contract Price may only be changed by a Change Order or by a Written Amendment approved by the OWNER. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by OWNER. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph. Any increase in price requires approval of the OWNER. The OWNERS representative is the City Administrator; provided that an increase in price may require approval of the OWNER'S City Commission.

30.11.3 Value of the Work:

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:

30.11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 30.11.7.1 through 30.11.7.3, inclusive).

30.11.3.2 By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 30.11.5.1.2.1).

30.11.3.3 On the basis of the Cost of the Work (determined as provided in paragraphs

30.11.4 and 30.11.4.2 plus a CONTRACTOR's Fee for overhead and profit (determined as provided in paragraphs 30.11.5.1 and 30.11.5.2).

30.11.4 Cost of the Work:

30.11.4.1 The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, 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 paragraph 30.11.4.2:

- 30.11.4.1.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work 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' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.
- 30.11.4.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.
- 30.11.4.1.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 30.11.4.1.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.
- 30.11.4.1.5 Supplemental costs including the following:
 - 30.11.4.1.5.1 The proportion of necessary transportation, travel and subsistence expenses of

CONTRACTOR's employees incurred in discharge of duties connected with the Work.

- 30.11.4.1.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
- 30.11.4.1.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- 30.11.4.1.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.
- 30.11.4.1.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- 30.11.4.1.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 30.5.5.4), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose

of determining CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 30.11.5.1.2.

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

30.11.4.1.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

30.11.4.1.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER in accordance with paragraph 30.5.5.4.

30.11.4.2 The term Cost of the Work shall not include any of the following:

30.11.4.2.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 30.11.4.1.1 or specifically covered by paragraph 30.11.4.1.4 - all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

30.11.4.2.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

30.11.4.2.3 Any part of CONTRACTOR's capital expenses, including interests on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

30.11.4.2.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by sub-paragraph 30.11.4.1.5.9 above).

30.11.4.2.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, 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 making good any damage to property.

30.11.4.2.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 30.11.4.

30.11.5 CONTRACTOR's Fee:

30.11.5.1 The CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

30.11.5.1.1 A mutually acceptable fixed fee; or if none can be agreed upon, A fee based on the following percentages of various portions of the Cost of the Work:

30.11.5.1.1.1 For costs incurred under paragraphs 30.11.4.1.1 and 30.11.4.1.2, the CONTRACTOR's Fee shall be fifteen percent;

30.11.5.1.1.2 For costs incurred under paragraph 30.11.4.1.3, the CONTRACTOR's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

30.11.5.1.1.3 No fee shall be payable on the basis of costs itemized under paragraphs 30.11.4.1.4, 30.11.4.1.5 and 30.11.4.2;

30.11.5.1.1.4 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's Fee by an amount equal to ten percent of the net decrease; and

30.11.5.1.1.5 When both additions and credits are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with paragraphs 30.11.5.1.2.1 through 30.11.5.1.2.4, inclusive.

30.11.5.2 Whenever the cost of any Work is to be determined pursuant to paragraph 30.11.4.1 or 30.11.4.2, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

30.11.6 Cash Allowances:

30.11.6.1 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER; CONTRACTOR agrees that:

30.11.6.1.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

30.11.6.1.2 CONTRACTOR's cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

30.11.6.2 Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

30.11.7 Unit Price Work:

30.11.7.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 30.9.8.

30.11.7.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

30.11.7.3 Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 30.11 if the parties are unable to agree as

to the amount of any such increase.

30.12 CHANGE OF CONTRACT TIME

30.12.1 Contract Time Change:

The Contract Time may only be changed by a Change Order or a Written Agreement, approved by the OWNER. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to OWNER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless OWNER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by OWNER. Any such determination shall not authorize any increase in cost unless such increases are approved by this agreement.

30.12.2 Contract Time Extension:

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 30.12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 30.7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

30.12.3 Time Limits:

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 30.12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

30.13 WARRANTY AND GUARANTEE; TEST AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

30.13.1 Warranty and Guarantee:

CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 30.13.

30.13.2 Access to Work:

ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

30.13.3 Tests and Inspections:

- 30.13.3.1 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.
- 30.13.3.2 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's or ENGINEER's acceptance of a supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified).
- 30.13.3.3 All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).
- 30.13.3.4 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense.
- 30.13.3.5 Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

30.13.4 Uncovering Work:

- 30.13.4.1 If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's sole expense.
- 30.13.4.2 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, and CONTRACTOR's sole expense, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment.

30.13.5 OWNER May Stop the Work:

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party. Any stop work order issued by the OWNER does not alter or extend the Contract Time.

30.13.6 Correction or Removal of Defective Work:

If required by ENGINEER, CONTRACTOR shall promptly, as directed and at its sole expense, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

30.13.7 One Year Correction Period:

If within one year after the date of issuance of the final Certificate of Substantial Completion pursuant to paragraph 30.14.5.1, or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the written Specifications or by Written Amendment.

30.13.8 Acceptance of Defective Work:

If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 30.11. If the

acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

30.13.9 OWNER May Correct Defective Work:

If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 30.13.6, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In an emergency where OWNER determines in its sole discretion that delay would cause serious risk of loss or damage, OWNER may correct the deficiency without notice to CONTRACTOR. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 30.11 and/or under the appropriate bond. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, including paralegals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

30.14 PAYMENTS TO CONTRACTOR AND COMPLETION

30.14.1 Schedule of Values:

The schedule of values established as provided in paragraph 30.2.7 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

30.14.2 Application for Progress Payment:

At least twenty days before each progress payment is scheduled (but no more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the

date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments in this Agreement is 10%.

30.14.3 CONTRACTOR's Warranty of Title:

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

30.14.4 Review of Applications for Progress Payment:

30.14.4.1 ENGINEER will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Fifteen (15) days after presentation of the Application for Payment with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 30.14.4.4) become due and when due will be paid by OWNER to CONTRACTOR.

30.14.4.2 ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 30.9.8, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond

the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

30.14.4.3 ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 30.14.9.1 have been fulfilled.

30.14.4.4 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

30.14.4.4.1 The Work is defective, or completed Work has been damaged requiring correction or replacement.

30.14.4.4.2 The Contract Price has been reduced by Written Amendment or Change Order.

30.14.4.4.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 30.13.9, or

30.14.4.4.4 Of ENGINEER's actual knowledge of the occurrence of the events enumerated in paragraphs 30.15.2.1.1 through 30.15.2.1.9, inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to set-off against the amount recommended, but OWNER must give CONTRACTOR written notice in a reasonable amount of time (with a copy to ENGINEER) stating the reasons for such action.

30.14.5 Substantial Completion:

30.14.5.1 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete,

ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

30.14.5.2 OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

30.14.6 Partial Utilization:

Use by OWNER of any furnished part of the Work, which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

30.14.6.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request

ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 30.14.5.1 and 30.14.5.2 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

30.14.6.2 OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

30.14.6.3 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 30.5.9 in respect of property insurance.

30.14.7 Final Inspection:

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall

immediately take such measures as are necessary to remedy such deficiencies.

30.14.8 Final Application for Payment:

After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 30.6.11) and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 30.14.11.1), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

30.14.9 Final Payment and Acceptance:

30.14.9.1 If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 30.14.11. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

30.14.9.2 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the

balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 30.5.1.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

30.14.10 Contractor's Continuing Obligation:

CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 30.14.9.1, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 30.14.11).

30.14.11 Waiver of Claims:

The making and acceptance of final payment will constitute:

- 30.14.11.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 30.14.7 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents, including without limitation the warranties and guarantees set forth in paragraph 30.13; and,
- 30.14.11.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

30.15 SUSPENSION OF WORK AND TERMINATION

30.15.1 OWNER May Suspend Work:

OWNER may, at any time and without cause, suspend Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in

Articles 30.11 and 30.12.

30.15.2 OWNER May Terminate:

30.15.2.1 Upon the occurrence of any one or more of the following events:

- 30.15.2.1.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes an equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency; If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- 30.15.2.1.2 If CONTRACTOR makes a general assignment for the benefit of creditors;
- 30.15.2.1.3 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;
- 30.15.2.1.4 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;
- 30.15.2.1.5 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 30.2.7 as revised from time to time);
- 30.15.2.1.6 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;
- 30.15.2.1.7 If CONTRACTOR disregards the authority of ENGINEER; or
- 30.15.2.1.9 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site

and use the same to full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

- 30.15.2.2 Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies due CONTRACTOR by OWNER will not release CONTRACTOR from liability.
- 30.15.2.3 Upon seven days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained up to the date of receipt of the written notice, plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).
- 30.15.2.4 OWNER may terminate for Convenience pursuant to Section 60.22

30.15.3 CONTRACTOR May Stop Work or Terminate:

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses up to the date of the notice to Owner. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all undisputed amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 30.6.15 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

30.16 MEDIATION

30.16.1 Refer to Section 60.24.1 of the Agreement.

30.17 MISCELLANEOUS

30.17.1 Giving Notice:

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

30.17.2 Computation of Time:

30.17.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

30.17.2.2 A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

30.17.3 General:

30.17.3.1 Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 30.17.3.1 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

30.17.3.2 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 30.6.16.1, 30.13.1, 30.13.7, 30.13.9, 30.14.3 and 30.15.2.1 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each

particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

30.18 MAINTENANCE OF TRAFFIC

- 30.18.1 It is the intent of these Contract Documents that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" (Latest Edition) be used as the basis for the work as amended by the following Supplemental Technical Specification. Where such wording refers to the State of Florida and its Department of Transportation and Personnel, such wording is hereby replaced with wording which provides proper substitute terminology; thereby making such Standard Specifications for Roads and Bridge Construction, Standard Technical Specifications of the City of Lighthouse Point.
- 30.18.2 It is the intent to include Division I of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" as referenced above as a supplement to the General Conditions for this Contract.
- 30.18.3 Further, the applicable portions of the City of Lighthouse Point and Florida Building Code shall apply to the project.
- 30.18.4 Supplemental Technical Specifications that pertain to the pertinent items of construction are located in Division II.
- 30.18.5 The project area is located in a residential neighborhood where local traffic must continue for the duration of the project.
- 30.18.6 The Maintenance of Traffic (MOT) plan must be approved by the Engineer prior to commencing work on the site.

SECTION 3 (60) SCOPE OF WORK

60.1 WORK:

60.1.1 CONTRACTOR will be required to provide construction work to repair eight bridges. The bridges included in the project are 1) Bridge 867200 over the Pelican Waterway on N.E. 28th Street, 2) Bridge 867201 over the Tern Waterway on NE 29th Street, 3) Bridge 867203 over the Heron Waterway on NE 31st Court, 4) Bridge 867205 Bridge over Cap Knight Bayou (Sample Road), 5) Bridge 867207 over the Alamanda Waterway on NE 24th Avenue, 6) Bridge 867208 over the Coral Key Waterway on NE 48th Street, 7) Bridge 867209 over the Egret Waterway on NE 49th Street, and 8) Bridge 867210 over the North Grand Canal on NE 22nd Avenue.

60.1.2 The Project involves surface preparation, concrete work, rebar repair, epoxy injection, guardrails, cathodic protection, and restoration. CONTRACTOR shall at his own expense furnish all materials, tools, supplies, equipment, vehicles, labor, and incidentals necessary to perform the work identified in the plans provided by Kimley Horn dated May 2023. CONTRACTOR represents to CITY with full knowledge that CITY is relying upon these representations that CONTRACTOR is FDOT Qualified in Minor Bridge Repair and has the professional expertise, experience, and manpower to perform the Project.

60.1.3 Noise levels and inconvenience to adjacent private properties and residents must be kept at a minimum. Authorized work hours are from 8:00 am to 5:00 pm Monday - Friday. No work authorized on Saturday, Sunday and Holidays, unless specifically approved by OWNER.

60.2 ENGINEER:

The Project has been designed by Kimley Horn who is hereinafter called ENGINEER and who is to act as

the OWNER'S representative, assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

60.3 OWNER REPRESENTATIVE:

City Administrator shall have such duties and responsibilities as provided herein and by law. If he shall cease to hold the position, it shall be the person so designated in writing by the Mayor of the CITY.

60.4 CONTRACTOR REPRESENTATIVE:

Corporation President or his designee, who shall have such duties and responsibilities as provided herein. If not the Corporate President, the CONTRACTOR shall notify the CITY of its designee in writing. The CONTRACTOR Representative shall have the authority to bind the CONTRACTOR in all matters relating to this AGREEMENT.

60.5 ENTIRE AGREEMENT:

This Agreement and the Contract Documents listed in Article 60.11 comprise the entire Agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complimentary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the State of Florida.

60.6 INTENT:

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

60.7 CONTRACT TIME:

The Work shall be completed within 240 calendar days from the date of the Notice to Proceed. There will one Notice to Proceed issued for the Work.

60.8 CONTRACT PRICE:

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in the prices stipulated in CONTRACTOR'S Bid, which Bid is attached hereto and identified as Exhibit A.

60.9 PAYMENT PROCEDURES:

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions.

Applications for Payment will be processed by ENGINEER as provided in the General Conditions Section 30.14.

60.10 CONTRACTOR'S REPRESENTATIONS:

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 60.10.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 60.10.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface and latent physical conditions at the site that may otherwise affect cost, progress, performance or furnishing of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 60.10.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 60.7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Document, including specifically the provisions of the General Conditions, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 60.10.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to form and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions.
- 60.10.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, expirations, tests, reports and studies with the terms and conditions of the Contract Documents. All services shall be performed by CONTRACTOR in conformance with the Contract Documents, and CONTRACTOR shall follow generally accepted engineering standards in so doing.
- 60.10.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

60.11 CONTRACT DOCUMENTS:

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

- 60.11.1 This Agreement.
- 60.11.2 Exhibits to this Agreement consist of a project schedule and accountants compilation report.
- 60.11.3 Performance and other Bonds.
- 60.11.4 Notice of Award.
- 60.11.5 Broward County Environmental License No. DF23-1103 and U.S. Army Corps of Engineers Permit SAJ-2023-01011
- 60.11.6 Drawings, consisting of a cover sheet and sheets numbered B1-1through B1-12, B2-1 through B1-13, B3-1 through B3-9, B4-01 through B4-12, B5-01 through B5-14, B6-10 through B6-12, B7-01 through B7-09, and B8-01 through B8-06.
- 60.11.7 Addenda numbers ___ to ___ , inclusive.
- 60.11.8 CONTRACTOR'S Form of Proposalconsisting of ___ pages, as contained herein.

The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.
- 60.11.9 All amendments, modifications and supplements issued pursuant to paragraphs 30.3.2.1 and 30.3.2.2 on or after the Effective Date of the Agreement (which are not attached to this Agreement).
- 60.11.10 The documents listed in Article 60.11 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 60.11. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions. In the event of any inconsistencies, the terms of this Agreement, Section 60, will prevail.
- 60.11.11 Pursuant to Florida Statute 119.071(3)(b)1., building plans, blueprints, schematic drawings and diagrams of the City's structural elements are exempt from public records. CONTRACTOR will maintain the confidentiality of the documents, and upon the final completion of the Work return all copies of confidential documents to the City.

60.12 CONTRACTOR'S RESPONSIBILITIES

In addition to those responsibilities enumerated in Article 60.1 above, the CONTRACTOR shall be responsible for the following:

- 60.12.1 Liability for use of Work for Intended Purpose:

As an inducement for CITY to enter into this Agreement, CONTRACTOR has represented an expertise in professional construction of public projects by qualified and licensed general construction contractors. In reliance upon those representations, CITY hired CONTRACTOR to provide construction services. CONTRACTOR shall be liable for any negligence, strict liability or breach of other legal duty to the extent and in the manner as hereinafter set forth.

60.12.2

Management and Supervision:

CONTRACTOR shall supervise and direct the Work competently and efficiently, giving such attention thereto and applying CONTRACTOR'S best skill, attention and expertise. CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies with the Contract Documents. The day-to-day management of subcontractors and vendor's contracts, schedules and requests for payment shall be by a competent project manager to whom the superintendent shall report. The project manager will conduct regularly scheduled project meetings for the purpose of project coordination and communication.

60.12.3 Labor:

- 60.12.3.1 Construction services shall be performed by qualified construction contractors licensed to do business in the State of Florida and Broward County (including suppliers and subcontractors selected and paid by the CONTRACTOR.)
- 60.12.3.2 CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the work as required by the Contract Documents. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall at all times maintain good discipline and order at the site, and ensure workers remain off adjacent private property and maintain respectable appearance and language.
- 60.12.3.3 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of CITY. Upon CITY'S request, CONTRACTOR shall provide CITY with copies of agreements with Subcontractors.

60.12.4

Permits:

CONTRACTOR shall obtain and pay for all permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary with the exception that the CITY hereby waives its own municipal permit and inspection fees relating to the Work. No waiver is given with respect to any reinspection fees or fees payable to other governmental agencies.

60.12.5

Laws and Regulations:

CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of

the Work. CITY shall not be responsible for monitoring CONTRACTOR'S compliance with any laws and regulations. CONTRACTOR shall promptly notify CITY if the Contract Documents are observed by CONTRACTOR to be at variance therewith.

60.12.6 Taxes:

60.12.7 Use of Premises:

CONTRACTOR shall confine equipment, the storage of materials and equipment and the operations of workers to the project site and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the premises with equipment or other materials. Under no circumstances shall any materials, equipment or workers be permitted on adjacent private property unless CONTRACTOR obtains the property owner's written permission prior to such. The CONTRACTOR shall coordinate the storage location of equipment with ENGINEER. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against CITY by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this Contract specifically applies to claims arising out of CONTRACTOR'S use of the premises.

During the progress of the Work, CONTRACTOR shall keep the premises and adjacent property free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by CITY, and adjacent properties free of such items. CONTRACTOR will make its best efforts to keep work area free of debris and relatively organized.

Garbage will be placed in receptacles on the premises, not on adjacent property and removed from the work site daily. Trash and construction debris will be placed in containers. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

60.12.8 Access to Work:

CONTRACTOR shall provide CITY, CITY'S consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith.

60.12.9 Safety and Protection:

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to all employees on the work site and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto.

CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

60.13 NOT USED

60.14 NOT USED

60.15 SURVIVAL OF OBLIGATIONS:

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the work and termination or completion of this Agreement.

60.16 TRAFFIC ENGINEERING

The CITY contracts with Broward County Traffic Engineering for traffic engineering services, and CITY shall meet its obligations pursuant to this section through its Interlocal Agreement with the Broward County. CONTRACTOR recognizes that the CITY is bound by the Interlocal Agreement and shall coordinate its work as may be necessary to ensure compliance with the Interlocal Agreement.

60.17 BONDS

60.17.1 Payment and Performance Bonds:

Within ten (10) calendar days after Notice of Award and in any event prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a Performance Bond and a Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, 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 September 1, 1978 (31 CFR, Section 223.10, Section 223.11). Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: A to A+.

The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of the contract. The performance bond shall be conditioned that the CONTRACTOR perform the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the CONTRACTOR promptly make payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the prosecution of the Work provided for in this Agreement and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with

interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said Contract which the CITY may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid payment and performance bonds in the public records of Broward County, with the CONTRACTOR to pay all recording costs.

60.17.2 Bonds, Reduction After Final Payment:

Such bonds shall continue in effect for one (1) year after the date of Substantial Completion by CONTRACTOR, except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Contract Price, or an additional bond shall be conditioned that CONTRACTOR shall correct any defective or faulty Work or material which appears within one (1) year after the date of beneficial occupancy by CITY, upon notification by the CITY.

60.18 INSURANCE:

Within ten calendar days upon Notice of Award, the CONTRACTOR shall submit certificate(s) of insurance evidencing the required coverages and specifically providing that the City of Lighthouse Point is an additional named insured or additional insured with respect to the required coverage and the operations of the contractor under the contract. The certificates of insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that such insurance is as required by Article 60.18 and its subparts of this Agreement. CONTRACTOR shall not commence work under this Agreement until after CONTRACTOR has obtained all of the minimum insurance herein described and the policies of such insurance detailing the provisions of coverage have been received and approved by CITY. CONTRACTOR shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONTRACTOR shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage and extension thereunder is in effect. CONTRACTOR shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

Insurance Companies selected must be acceptable to the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

The CONTRACTOR shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance which must include the following coverage and minimum limits of liability:

60.18.1 Worker's Compensation Insurance:

Statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million and xx/100 dollars (\$1,000,000.00) limit, and One Hundred Thousand and xx/100 dollars

(\$100,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

60.18.2 Comprehensive Automobile Liability Insurance:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence.

60.18.3 Comprehensive General Liability Insurance:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence.

\$2,000,000.00 Excess/Umbrella Liability.

Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed by the Insurance Services Office and shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

Premises and Operations;

Independent Contractors;

Product and Completed Operations Liability;

Broad Form Property Damage;

Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in this Contract; Personal Injury coverage with employment contractual exclusions removed and deleted.

Explosion, collapse, underground coverage (XC-U)

60.18.4 CONTRACTOR shall maintain the Products/Completed Operations Liability Insurance for a period of at least one (1) year after final payment for the Work and furnish CITY with evidence of continuation of such insurance at final payment.

60.18.5 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

60.18.6 All required insurance policies shall preclude any underwriter's rights of recovery or subornation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

60.18.7 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

60.18.8 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it may appear in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

60.18.9 All required insurance policies shall preclude any underwriter's rights of recovery or subornation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above-described insurance.

60.18.10 CONTRACTOR shall require each of its subcontractors of any tier to maintain the insurance required herein for each category, and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

60.18.11 Violation of the terms of this Article and its subparts, including without limitation, a lapse or cancellation of any required insurance, shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

60.19 CITY'S LIABILITY INSURANCE:

CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the Work; provided that should the insurance outlined above be cancelled for any reason, the CITY shall have the right to purchase equivalent insurance and charge the cost of that insurance against any amount due the CONTRACTOR under the terms of this Contract, or find the CONTRACTOR in default and terminate this Contract provided that CITY specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Section 768.28, Florida Statutes and Section 95.11, Florida Statutes.

60.20 LIQUIDATED DAMAGES:

Upon failure of CONTRACTOR to complete the Work within the time specified for completion (plus approved extensions if any), CONTRACTOR shall pay to CITY the sum of \$500.00 for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY, adjacent property owners and the general public, as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. CITY shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to CONTRACTOR, the amount of such liquidated damages and if the amount retained by CITY is insufficient to pay in full such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages.

60.21 SAVINGS:

In the event the actual cost of the Work is less than the Contract Price or the Contract Price as adjusted over the course of the Project, the "Savings" shall be retained by the CITY.

60.22 CITY'S RIGHT TO TERMINATE AGREEMENT FOR CONVENIENCE:

Upon seven (7) days written notice to CONTRACTOR, CITY may, through a resolution of the CITY Commission, without cause and without prejudice to any other right or remedy, terminate this agreement for CITY'S convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of the CITY under the termination clause, the effective date of the termination, and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding Subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and Subcontracts. Except as set forth below, CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

In the event of a termination without cause by CITY, CITY shall pay CONTRACTOR for (1) all Work executed and for proven loss, cost or expense in connection with the Work, (2) reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and design professionals, and (3) fair and reasonable sums for overhead and profit on items (1) and (2) above.

60.23 DISPUTE RESOLUTION:

60.24.1 Scope of Dispute Review:

Any controversy or claim arising out of or relating to this Agreement or any breach of it shall be, at the election of either party, subject to review under this dispute resolution procedures. Unless otherwise agreed in writing by both parties, the parties shall continue and proceed diligently to complete portions of the Project not affected by the claim(s) during dispute resolution proceedings

60.24.2 Mediation:

At the election of either party, the parties agree that any dispute or claim arising out of or relating to performance of this Agreement shall be submitted to nonbinding mediation.

The mediator shall be selected by the parties within twenty (20) days following the date that a party requests that the selection process commence. Each mediation hearing shall be held at a location mutually approved by the parties. Unless the parties otherwise agree in writing, mediation may be commenced on or after the thirtieth (30th) calendar day after the mediator is selected.

Each party agrees that it will designate a representative, having authority to bind that party, who will attend all mediation hearings or in the event of OWNER, to recommend agreeing to a settlement reached at mediation. Both parties shall endeavor, in good faith, to reach a resolution of the claim during the mediation.

The mediator shall submit a sworn affidavit to both parties indicating that the mediator has no past or present affiliation with either the CONTRACTOR or the CITY. If the parties cannot agree on the production of documents or exchange of other Information (including rules relating thereto), then the mediator shall make a determination as to the scope and nature of the exchange at the initial hearing or at such later time as a party may request, but in no event later than fifteen (15) days

before the mediation.

Unless the parties agree in writing at the conclusion of the mediation, any decision reached under this Article shall not be final and binding upon the parties participating in it.

All parties participating in the mediation shall be responsible for their own costs, expenses and attorney fees necessary to pursue or defend against claim(s) raised under these provisions; however, the parties shall equally share the costs of any meeting or hearing place and the fees of the mediator.

60.24.3

Time of Claim:

Claims must be brought within the applicable statute of limitations by notice of a claim to the other party or parties affected thereby. Failure to bring the claim within the specified time shall constitute a waiver of the party's right to assert the claim. The statute of limitations shall be tolled during the mediation process, or by agreement of the parties should they be engaged in good faith negotiations to resolve their dispute. The notice of claim shall provide reasonably sufficient detail of the nature of the claim and the basis for it.

60.24.4

Litigation:

If informal settlement discussions are unsuccessful, and the parties cannot reach an agreement through mediation with respect to a claim or dispute, the parties agree that thereafter the dispute or claim shall be resolved by litigation. In the event that litigation is required to resolve a claim or dispute, the prevailing party in such litigation shall be entitled to recover its attorney's fees and costs, including paralegal fees and costs, incurred during the litigation and any appeals thereof, from the non-prevailing party to the extent permitted by law subject to the Owner's sovereign immunity rights and limitations.

60.24 GIVING NOTICE:

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

CONTRACTOR:

CITY:

Ross Licata

City of Lighthouse Point
2200 N.E. 38th Street
Lighthouse Point, Florida
Phone: 954-943-6500
Fax: 954-784-3446

WITH COPY TO:

Michael D. Cirullo, Jr., City Attorney
c/o Goren, Chero, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Fax: 954-771-4923

Notice by facsimile shall not be deemed received until the party receiving notice receives a copy of such notice through certified mail, return receipt requested.

60.25 MISCELLANEOUS

- 60.25.1 Terms used in this Agreement which are defined in the General Conditions shall have the meanings indicated in the General Conditions.
- 60.25.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding in another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the OWNER and CONTRACTOR from any duty or responsibility under the Contract Documents.
- 60.25.3 CONTRACTOR binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 60.25.4 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of the Agreement.
- 60.25.5 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'S prior written approval as evidenced by a resolution duly adopted by the CITY Commission, which may be withheld for any or no reason. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.
- 60.25.6 CONTRACTOR and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement

shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

60.25.7 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or inequity.

60.25.8 CONTRACTOR agrees that the Contract shall be governed by the laws of the State of Florida. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Subject to provisions hereof relating to arbitration, any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. **THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

60.25.9 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

60.25.10 In accordance with the Public Records Law, CONTRACTOR agrees to permit CITY to examine all records and grants CITY the right to audit any books, documents and papers that were generated during the course of administration of this Agreement. CONTRACTOR shall maintain the records, books, documents and papers associated with this Agreement in accordance with the Public Records Act. Upon CITY'S request, CONTRACTOR shall provide CITY with copies of all public records related to this Agreement at no cost to CITY.

60.25.11 Neither party, nor its employees, shall have or hold any continuing or frequently recurring employment or contractual relationship, or have any adverse claim against the other party, that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise or judgment related to its performance under this Agreement. This provision shall also apply to all of CONTRACTOR'S subcontractors used for the work.

60.26 NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color or national origin. Such action must include, but not be limited to the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

60.27 E-VERIFY

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

1) Definitions for this Section:

“CONTRACTOR” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “CONTRACTOR” includes, but is not limited to, a vendor or consultant.

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

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

2) Registration Requirement; Termination:

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

- a) All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by CONTRACTOR to perform work pursuant to the contract with the CITY of Lighthouse Point. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the CITY of Lighthouse Point; and
- c) The CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CCONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

60.28 SCRUTINIZED COMPANIES

In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

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

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes; or
2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the CONTRACTOR, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

In the event CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel, the CITY has the right to terminate this Agreement.

60.29 AMERICAN RESCUE PLAN ACT FUNDING (Federal Funding)

This Work may be funded from the American Rescue Plan Act (Federal Funding). Therefore, the CONTRACTOR must follow the federal requirements identified in Section 24.0.

The American Rescue Plan Act emphasizes resilience, long-term investments, and using funds to combat the severe public health and economic crises created by the COVID-19 pandemic. The SLFRF program ensures that state, local, and Tribal governments have the resources needed to fight the pandemic, sustain and strengthen the economic recovery, maintain vital public services, and make investments that support long-term growth, opportunity, and equity. Treasury looks forward to supporting and engaging with state, local, and Tribal governments as they use these funds to make transformative investments in their communities. Finally, with so many pressing and effective ways to use SLFRF funds, there is no excuse for waste, fraud, or abuse of these funds." The American Rescue Plan Act's funds must be used for costs incurred on or after March 3rd, 2021. These funds must be obligated by December 31st, 2024, and expended by December 31st, 2026. Per reporting guidelines, the CITY will commence reporting by April 30th, 2022, and annually thereafter. Eligible uses of the ARPA funds are as follows: addressing public health, negative economic impacts, services to disproportionately impacted communities, premium pay, infrastructure, revenue replacement, administrative, and others. The funds shall not be spent to offset a reduction in net tax revenue, deposit into pension funds, debt service, and replenishing reserves, settlements, and judgments. The CONTRACTOR shall spend funds to support the Milling and Paving Project conducted through ARPA for the CITY'S general government provisions and will abide by the eligibility regulations and guidance of the ARPA.

I. The provisions in Section 24.0 shall apply to any Notice to Proceed issued under the Agreement for projects that are federally funded. The Notice to Proceed shall specifically identify that this Section for Federally Funded Projects shall apply to such Work.

II. **The CONTRACTOR and any and all of its subcontractors, shall comply with 2 CFR 200.327 and 2 CFR Part 200 Appendix II. A breach of this or any of the below provisions may be grounds for termination of the agreement, or for debarment of the CONTRACTOR.**

III. CONTRACTOR shall assist the CITY in completing any and all forms necessary for reimbursements from state or federal agencies relating to the services provided by the CONTRACTOR hereunder. This includes the preparation and submittal of any and all necessary documents, and preparing any replies to all agency denials or inquiries.

IV. Provisions for federally funded projects in applicable Notices to Proceed:

60.30 Nondiscrimination and Equal Opportunity Employment

60.30.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

60.30.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

60.30.3 CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

60.30.4 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

60.30.5 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

60.30.6 In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

60.30.7 CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor

or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

60.31 Compliance with the Copeland "Anti-Kickback" Act

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

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

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

60.32 Compliance with the Contract Work Hours and Safety Standards Act

60.32.1 Overtime requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

60.32.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph of this section.

60.32.3 Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

60.32.4 Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

60.33 Clean Air Act

60.33.1 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

60.33.2 CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State of Florida, federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

60.33.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

60.34 Federal Water Pollution Control Act

60.34.1 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

60.34.2 CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State of Florida, federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

60.34.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

60.35 Suspension and Debarment

60.35.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

60.35.2 The CONTRACTOR must comply with 2 C.P.R. pt. 180, subpart C and 2 C.P.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

60.35.3 This certification is a material representation of fact relied upon by CITY. If it is later determined that the contractor did not comply with 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Florida Division of Emergency Management, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

60.35.4 CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

60.36 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also

disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

60.37 Preference for Purchase, Acquisition, or Use of Goods Products, or Materials Produced in the United States

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

60.38 Maximum use of products containing recovered materials

60.38.1 In the performance of this contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired; (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) at a reasonable price.

60.38.2 Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

60.39 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

60.40 Program Fraud and False or Fraudulent Statements or Related Acts

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

60.41 Davis-Bacon

For infrastructure projects greater than ten million dollars (\$10,000,000.00), CONTRACTOR shall comply with the requirements of the Davis-Bacon Act, 40 U.S.C §§3141-4144 and 3146-3148, as supplemented by Department of Labor regulations 29 CFR Part 5, which are incorporated herein where this paragraph is applicable.

60.42 Rights to Inventions Made Under Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under <37 CFR § 401.2> (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

60.43 Huawei Technologies Company or ZTE Corporation

CONTRACTOR is prohibited from obligating/expending funds to:

Procure or obtain;

Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

60.44 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. **Requiring the prime CONTRACTOR, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section. Affirmative steps must include:**

60.44.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

60.44.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

60.44.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

60.44.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

60.44.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement, in triplicate. Execution of this AGREEMENT by both parties signifies agreement with all the terms and conditions and serves as a notice to proceed.

CITY OF LIGHTHOUSE POINT, FLORIDA

BY: _____
Kyle Van Buskirk, Mayor

ATTEST:

APPROVED AS TO FORM:

Kathryn Sims, City Clerk

Michael D. Cirullo, Jr., City Attorney

WITNESS:

CONTRACTOR

Signature of Corporate President

Signature of Witness

Printed Name of Corporate President

Printed Name of Witness

Signature of Corporate Secretary

Printed Name of Corporate Secretary

(Corporate Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ and _____ as _____ and _____, respectively, of _____ Inc., a Florida corporation, and acknowledged they executed the foregoing AGREEMENT as the proper officials of _____, for the use and purposes mentioned in the AGREEMENT and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 20_____.

[Handwritten signature]

My Commission Expires:

Signature of Notary Public

Printed Name of Notary Public

Notary Seal