



**INVITATION TO BID (ITB)  
BID # FY 2015-2016-002**

**DEMOLITION SERVICES  
110 N.W. 5<sup>TH</sup> STREET HALLANALE BEACH**

**EXHIBIT II TERMS AND CONDITIONS, FORMS  
AND AGREEMENT**

**PREPARED BY:  
HBCRA  
AND  
PROCUREMENT DEPARTMENT**

EXHIBIT II - TERMS AND CONDITIONS, FORMS AND AGREEMENT

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**I. SUBMISSION AND RECEIPT OF PROPOSALS**

1. Proposals to receive consideration must be received on or prior to the specified time and date of opening, as designated in the proposal.
2. Unless otherwise specified, firms **MUST** use the proposal form(s) furnished by the HBCRA. Failure to do so may be cause for rejection of proposal. Removal of any part of the proposal forms may invalidate proposal.
3. Proposals having any erasure or corrections **MUST** be initialed by the Proposer in **INK**. Proposals shall be signed in INK; all forms shall be typewritten or printed with pen and ink.

**II. GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions apply to all responses made to the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY by all prospective Proposers. The HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer(s) or take any other actions that may be deemed to be in the best interest of the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY.

**1. CONE OF SILENCE:**

- (a) Purpose. A cone of silence shall be applicable to all requests for proposals (RFP), invitations to bid (ITB), Requests for Letters of Interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than fifty thousand (\$50,000) dollars, unless otherwise exempted in this section.
- (b) Definition. The term "cone of silence" means a prohibition on:
  - (1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or CONTRACTOR and the HBCRA's staff including, but not limited to, the HBCRA Executive Director and his/her staff;

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- (2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or CONTRACTOR and any member of the selection/evaluation committee therefor;
  - (3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or CONTRACTOR and the mayor and HBCRA Board of Directors and their respective staff.
- (c) Exemptions. Notwithstanding the foregoing, the cone of silence shall not apply to:
- (1) Communications between a potential proposer, offeror, respondent, bidder, CONTRACTOR and HBCRA purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
  - (2) Duly noticed pre-bid/proposal conferences and site inspections;
  - (3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the HBCRA Executive Director presents her written recommendation to the HBCRA Board of Directors;
  - (4) Emergency procurements;
  - (5) Communications with the HBCRA Attorney;
  - (6) Sole source procurements;
  - (7) Those purchases that are exempted from competitive requirements in accordance with Code of Ordinances, Section 23-8
  - (8) Bid waivers;
  - (9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;
  - (10) Public presentations made to the HBCRA Board of Directors and communications occurring during any duly noticed public meeting;
  - (11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;
  - (12) Contract negotiations that occur after an award; and

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- (13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the HBCRA Executive Director and his/her staff, and the mayor and HBCRA Board of Directors and their staff.
- (d) Procedure.
- (1) Imposition. A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised. At the time of imposition of the cone of silence, the HBCRA Executive Director or his/her designee shall issue a notice thereof to the affected department, the HBCRA clerk, mayor and HBCRA Board of Directors and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.
- (2) Termination; HBCRA Board of Directors awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the HBCRA Board of Directors meeting where the award will be made; provided, however, that if the HBCRA Board of Directors defers the matter to a future date, the cone of silence shall be re-imposed until such time as the matter is brought back before the HBCRA Board of Directors for further deliberation. In the event the HBCRA Board of Directors decides to reject all bids, then the cone of silence shall be lifted.
- (3) HBCRA Executive Director awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the HBCRA Executive Director; provided, however, that if the HBCRA Executive Director refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the HBCRA Executive Director issues a recommendation for award pending the bid protest period.
- (e) Penalties. Violation of the cone of silence by a particular bidder or proposer shall render the award to said bidder or proposer voidable by the HBCRA Board of Directors. A violation of this section by a particular bidder, proposer, offeror, respondent, lobbyist or CONTRACTOR shall subject said bidder, proposer, offeror, respondent, lobbyist or CONTRACTOR to five hundred (\$500.00) dollar fine per violation and debarment.

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**2. DOMESTIC PARTNER BENEFITS REQUIREMENT:**

A requirement for HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, in an amount valued over \$50,000, must provide benefits to employees' spouses and the children of spouses. All firms must complete and provide with their response the Domestic Partnership Certification Form.

**Equal Benefits Requirements**

As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

**Contracts**

Every Contract, unless otherwise exempt as per the section below, shall contain language that obligates the Contractor to comply with the applicable provisions of this section. The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the HBCRA to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The HBCRA may terminate the Contract if the Contractor fails to comply with  
this section.
- (iv) The HBCRA may retain all monies due or to become due until the Contractor complies with this section.

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**Exception and waiver**

The provision of this section shall not apply where:

- a. The contractor provides benefits neither to employees' spouses nor spouse's dependents.
- b. The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- c. The contractor is a governmental entity.
- d. The contract is for the sale or lease of property.
- e. The covered contract is necessary to respond to an emergency.
- f. The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.
- g. The HBCRA Board of Directors waives compliance of this section in the best interests of the HBCRA, including but not limited to, the following circumstances:
  1. Where only one (1) solicitation response is received.
  2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

**3. LOBBYIST REGISTRATION:**

Registration. Every lobbyist shall file the registration with the HBCRA Clerk's Office on the form provided by the HBCRA. Under no circumstances shall a lobbyist working for the HBCRA lobby the HBCRA Board of Directors.

Annual registration. Commencing January 1, 2005, and annually thereafter, every lobbyist shall submit to the HBCRA Clerk's office a signed statement under oath identifying themselves and their respective principals or clients and/or the party they represented on HBCRA matters over the past year or in accordance with administrative policy. Such annual disclosure statements shall be submitted on the form provided by the

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HBCRA Clerk's Office. A fee of \$50.00 shall be paid to the HBCRA for annual lobbyist registration.

**4. SCRUTINIZED COMPANIES:**

The HBCRA, entering into a contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011, can terminate such contract at the option of the HBCRA if the firm awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**5. PROPOSAL ACCEPTANCE PERIOD:**

Proposer warrants by virtue of submitting a proposal that costs, terms and conditions quoted in the Proposal will remain firm for acceptance by HBCRA Board of Directors until such time as the HBCRA Board of Directors approves award of contract.

**6. PUBLIC RECORDS:**

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. In the event the HBCRA Board of Directors elects to reject all bids and indicates its intent to reissue the solicitation of bids, the submitted proposals remain exempted from s. 119.07(1) and s. 24(a) Art. I of the State Constitution until the HBCRA gives notice of its intent to award the contract under the reissued solicitation.

If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. HBCRA's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the HBCRA, and to defend, indemnify, by Counsel chosen by the HBCRA Attorney, the HBCRA and HBCRA's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the HBCRA's treatment of records as public records.

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**7. ADDENDA AND MODIFICATIONS:**

All addenda and other modifications to the documents or this BID made prior to the time and date of proposal opening shall be issued as separate documents identified as changes to the proposal project document. The HBCRA shall make reasonable efforts to issue addenda within seven days prior to proposal opening.

If any addenda are issued, the HBCRA will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the HBCRA's webpage [www.cohb.org/solicitations](http://www.cohb.org/solicitations).

Firms are solely responsible to check the website or contact the Procurement Department prior to the Proposal submittal deadline to ensure addenda has not been released. All Proposals shall be construed as though all addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the HBCRA.

**8. PERFORMANCE:**

It is the intention of the HBCRA to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the Scope of Service. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the HBCRA. The HBCRA reserves the right to obtain these products and services from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or HBCRA residents.

**9. DELIVERY:**

Time is of the essence. HBCRA reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made at the time specified on the proposal form.

**10. DEFAULT PROVISION:**

In case of default by the successful firm the HBCRA may procure the products or services from other sources and hold the firm responsible for any excess cost occasioned or incurred thereby.

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**11. COPYRIGHTS AND/OR PATENT RIGHTS:**

Proposer warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this proposal and the Proposer agrees to hold the HBCRA harmless from any and all liability, loss, or expense occasioned by any such violation.

**12. TAXES:**

The HBCRA is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8015922477C-2; United States Treasury Department. Exemption Certificates provided on request.

**13. FAILURE TO SUBMIT PROPOSAL:**

If your firm does not submit a proposal, PLEASE return the form, "**UNABLE TO SUBMIT A PROPOSAL**", stating thereon and request that your name be retained on the HBCRA mailing list, otherwise, your firm's name will be removed from the HBCRA's bid mailing list.

**14. SIGNED PROPOSAL CONSIDERED AN OFFER:**

The signed Proposal shall be considered an offer on the part of the Proposer or firm, which offer shall be deemed accepted upon approval by the HBCRA Board of Directors of the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, Florida and in case of default on the part of the successful Proposer or firm, after such acceptance, the HBCRA may take such action as it deems appropriate, including legal action, for damages or specific performance.

**15. LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where Proposers are required to enter onto HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY property to deliver materials or perform work or services, as a result of proposal award, the Proposer will assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The Proposer shall be liable for any damage or loss to the HBCRA occasioned by negligence of the Proposer (or agent) or any person the Proposer has designated in the completion of a contract as a result of the proposal.

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**16. RESERVATION FOR REJECTION AND AWARD:**

The HBCRA reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request re-submission of proposals. The HBCRA also reserves the right to award the contract on such material the HBCRA deems will best serve its interests.

The HBCRA also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable HBCRA Procurement personnel). In addition, the HBCRA reserves the right to cancel any contract by giving thirty (30) days written notice. **The HBCRA reserves the right to negotiate the type and cost of specific types of services to be purchased. These negotiations may be held with one or more proposers, as is deemed in the best interest of the HBCRA.**

**17. OMISSION OF INFORMATION:**

Any omissions of detailed specifications stated herein, that would render the materials/services not suitable for use as specified, will not relieve the Proposer from responsibility.

**18. INSPECTION OF FACILITIES / SITE VISIT:**

Proposers wishing to inspect facilities where services are to be rendered must make an appointment by calling the HBCRA's Procurement Department.

**19. PROPOSER'S COSTS:**

The HBCRA shall not be liable for any costs incurred by proposers in response to the BID.

**20. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT**

CONTRACTOR shall not discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by HBCRA, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

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CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

**21. PROTEST PROCEDURES:**

Any party may present a written protest about the award of a contract as a result of an RFP, RFQ or Bid to the Director of Procurement. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed fifty thousand (\$50,000.00) dollars, are not subject to protests.

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(1) Time for Protest

The submission of a protest about the award of a contract, as a result of an RFP, RFQ or Bid, to the Director of Procurement must be made no later than ten (10) calendar days of approval of Notice of Award.

(2) Form and Content of Protest

The protest shall be filed in writing with the Director of Procurement and shall state the contested information about the RFP, RFQ or Bid.

The Procurement Director will provide a copy of the written protest to the HBCRA Attorney and/or HBCRA Attorney and other appropriate HBCRA staff.

(3) Protest Filing Fee

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY in an amount equal to one (1%) percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than five thousand (\$5,000.00) dollars. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Director of Procurement, the filing fee shall be refunded to the protestor less any costs assessed under section 4. "Costs" below.

(4) Costs

All costs accrued from a protest shall be assumed by the protestor.

(5) Authority to resolve protests

The Procurement Director shall have the authority, subject to the approval of the HBCRA Executive Director, HBCRA Executive Director and the HBCRA Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.

(6) Special Magistrate

In the event the protest is not resolved by the Procurement Director, a hearing shall be scheduled by the HBCRA before a special magistrate selected by the HBCRA, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Procurement Director's findings are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the

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special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

**22. QUALIFICATIONS OF PROPOSER:**

Proposals shall be considered only from firms normally engaged in performing the type of work specified within the RFP Project Document. The firm proposing must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the HBCRA. In determining a Proposer's responsibility and ability to perform the contract, the HBCRA has the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Proposer. The HBCRA has the right to conduct further investigation of the firm's responsibility. The unreasonable failure of Proposer or firm to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for determination of non-responsibility with respect to such Proposer or firm.

**23. SAMPLE FORM CONTRACT:**

The HBCRA's Form Contract is attached as part of this solicitation. Submission of an Bid response without identifying variances expressly acknowledges and formally evidences acceptance of all terms and conditions of the form Contract. Any and all variances must be submitted in writing by the Proposer.

**24. OCCUPATIONAL HEALTH AND SAFETY:**

The Contractor and Subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970".

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

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

1. All employees on the work and other persons who may be affected thereby.

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2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks pavements roadways, structures and utilities not designated for removal, relocating or replacement in the course of construction.

The Contractor shall designate a responsible member of his or her organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the HBCRA Engineer.

Until acceptance of the work by the HBCRA, it shall be under the charge and in care of the Contractor and he shall take every necessary precaution against injury or damage to the work by action of the elements or from the execution or from the non-execution of the work.

The Contractor shall rebuild, restore and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

**25. AWARD OF CONTRACT:**

The HBCRA exercises the right reserved herein to reject any or all bids. The Contract shall be awarded by the HBCRA to the responsive, responsible Bidder who has submitted either the lowest responsive bid or the lowest responsive bid on the base bid including such alternates as the HBCRA determines to be in its own best interests depending upon whichever is applicable to the particular bid.

**26. CONTRACT FOR EXECUTION:**

The HBCRA exercises the right reserved herein to reject any or all bids. The Contract shall be awarded by the HBCRA to the responsive, responsible Bidder who has submitted either the lowest responsive bid or the lowest responsive bid on the base bid including such alternates as the HBCRA determines to be in its own best interests depending upon whichever is applicable to the particular bid.

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The HBCRA's Form Contract is attached as part of this solicitation. The Vendor's submission of a Bid response without identifying variances expressly acknowledges and formally evidences the Vendor's acceptance of all terms and conditions of the form Contract. Any and all variances must be submitted in writing by the Vendor.

Contractor must be able to abide by and execute the HBCRA's Form Agreement, provided as part of this Bid, upon award of the Contract. The legal terms and conditions will bind the awarded Contractor for all of the years under Contract.

**27. CONFLICT OF INTEREST**

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship in the form provided in the Form's Section, Exhibit II. Pursuant to the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the HBCRA Board of Directors prior to entering into a contract with the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY.

**28. BOYCOTT**

Procurement Code Chapter 23-6(l) prohibits the City from procuring goods and services from, or otherwise contracting with a business which engages in the boycott of a person or entity based on race, color, religion, gender, national origin, or any other legally protected class. By virtue of response to this formal solicitation, Firm agrees it is and shall remain in full compliance with Section 23-6 (l) of the City of Hallandale Beach City Code.

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**FORMS**

**ALL FIRMS THAT ARE SUBMITTING A RESPONSE TO THIS BID, EITHER THROUGH A JOINT VENTURE, A JOINT COLLABORATIVE PROPOSAL, ETC. MUST SIGN AND SUBMIT ALL FORMS AS PART OF THE RESPONSE TO THIS BID**

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UNABLE TO SUBMIT A RESPONSE? We sincerely hope this is not the case. If your firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return form to [procurement\\_department@cohb.org](mailto:procurement_department@cohb.org).

\_\_\_\_\_ HAVE RECEIVED THE BID

(COMPANY NAME)

UNABLE TO RESPOND TO THE BID AT THIS TIME DUE TO THE FOLLOWING REASONS:

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COMPLETE INFORMATION BELOW:

|   |           |
|---|-----------|
| SIGNATURE:  |           |
| TITLE:  |           |
| STREET ADDRESS: (OR)  |           |
| P.O. BOX:   |           |
| HBCRA:  |           |
| STATE:  | ZIP CODE: |
| TELEPHONE/AREA CODE: (    )                                   |           |
| EMAIL ADDRESS:  |           |
| <b>RETURN THIS UNABLE TO SUBMIT FORM ONLY TO EMAIL ABOVE:</b> |           |
| <b>HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY</b>        |           |
| <b>PROCUREMENT DEPARTMENT</b>                                 |           |
| <b>400 SOUTH FEDERAL HIGHWAY, ROOM 242</b>                    |           |
| <b>HALLANDALE BEACH, FL 33009</b>                             |           |



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**THIS BID SUBMITTED BY:**

|                       |
|-----------------------|
| COMPANY:              |
| ADDRESS:              |
| HBCRA & STATE:        |
| ZIP CODE:             |
| TELEPHONE:            |
| DATE OF BID:          |
| FACSIMILE NUMBER:     |
| E-MAIL ADDRESS:       |
| FEDERAL ID NUMBER:    |
| NAME & TITLE PRINTED: |
| SIGNED BY:            |

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Bid Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and

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conditions of the Bid.

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| <b>HBCRA'S PAYMENT METHOD</b> |
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The HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY requires the acceptance of the following e-payable method for all work/services rendered as a result of the award of this solicitation.

The HBCRA has implemented an e-payables payment process utilizing both VISA and MASTERCARD networks. Payments from this contract will be made utilizing the HBCRA's e-payable payment process in lieu of a check. Contractor will receive payment from the VISA and/or MASTERCARD in the same manner as other credit card purchases. Accordingly, your firm must presently have the ability to accept these credit cards before the start of the contract term, or contract award by the HBCRA. The HBCRA reserves the right to revise this program as necessary.

|                       |
|-----------------------|
| NAME & TITLE PRINTED: |
|-----------------------|

|            |
|------------|
| SIGNED BY: |
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**PUBLIC ENTITY CRIME FORM**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a),  
FLORIDA STATUTES,  
PUBLIC ENTITY CRIME INFORMATION**

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

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

Title: \_\_\_\_\_

Signed and Sealed \_\_\_\_\_ day of \_\_\_\_\_, 2016

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| <b>Domestic Partnership Certification Form</b> |
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**This form must be completed and submitted with your firm's submittal.**

**Equal Benefits Requirements** As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

**Domestic Partner Benefits Requirement means** a requirement for HBCRA Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with HBCRA, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses.

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of HBCRA of Hallandale Beach Ordinance 2013-03 Domestic Partnership Benefits Requirement, and certifies the following:

**Check only one box below:**

- 1.** The Contractor certifies and represents that it will comply during the entire term of the Contract with the conditions of the Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the HBCRA of Hallandale Beach, or
- 2.** The firm does not need to comply with the conditions of Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the HBCRA of Hallandale Beach, because of allowable exemption: **(Check only one box below):**
  - The firm's price for the contract term awarded is \$50,000 or less.
  - The firm employs less than five (5) employees.
  - The firm does not provide benefits to employees' spouses nor spouse's dependents.

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- The firm is a religious organization, association, society, or non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- The firm is a government entity.
- The contract is for the sale or lease of property.
- The covered contract is necessary to respond to an emergency.
- The provision of Ordinance 2013-03, Section 23-3 Definition, of the HBCRA of Hallandale Beach, would violate grant requirements, the laws, rules or regulations of federal or state law.

I, \_\_\_\_\_, \_\_\_\_\_  
Name of authorized Officer per Sunbiz Title

of \_\_\_\_\_  
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

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

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

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_, 20\_\_ BY \_\_\_\_\_

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

\_\_\_\_\_  
(type of ID)

\_\_\_\_\_

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Signature of Notary

Commission expires

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Print Name of Notary Public

Seal Below:

**CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE**

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship below. Pursuant to the HBCRA of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the Board of Directors prior to entering into a contract with the HBCRA.

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**1. Name of firm submitting a response to this Bid.**

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**2. Describe each affiliation or business relationship with an employee, board member, elected official(s) or an immediate family member of any such person of the HBCRA of Hallandale Beach or Hallandale Beach Community Redevelopment Agency, if none so state.**

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**3. Name of HBCRA of Hallandale Beach or Hallandale Beach Community Redevelopment Agency employee, board member, elected official(s) or immediate family member with whom filer/respondent/firm has affiliation or business relationship, if none so state.**

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**4. Describe any other affiliation or business relationship that might cause a conflict of interest, if none so state.**

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**CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE**

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5.

\_\_\_\_\_  
Signature of person/firm

\_\_\_\_\_  
Date

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**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that \_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to, any violation of Chapter 1893 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.

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

|       |                     |
|-------|---------------------|
| DATE: | BIDDER'S SIGNATURE: |
|-------|---------------------|

CONTRACT

THIS IS A CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The HBCRA of Hallandale Beach, hereinafter referred to as HBCRA and \_\_\_\_\_, hereinafter referred to as the CONTRACTOR.

WITNESSETH, that the CONTRACTOR and the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY (HBCRA), for considerations hereinafter name, agree as follows:

ARTICLE 1

SCOPE OF WORK

- 1.1 The CONTRACTOR hereby agrees to furnish all of the labor, materials, equipment and services necessary to perform all of the work described in the Bid Project including Drawings (Design Plans), Specifications and Addenda thereto for the project entitled:

The work to be provided is outlined and includes to Bid # FY 2015-2016-CRA002 Demolition Services 110 N.W. 5<sup>th</sup> Street, Hallandale Beach, which is hereby incorporated and made part of this Agreement by reference and Proposal submitted by CONTRACTOR, which is hereby incorporated and made part of this Agreement by reference.

- 1.2 The CONTRACTOR and the HBCRA's Project Manager will develop a single list of items required to render complete, satisfactory, and acceptable construction services, if applicable.

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The HBCRA's Project Manager will contact the CONTRACTOR with the list of required items for this project and will provide a timeline for the CONTRACTOR to respond. The delivery of the list of items for the accomplishment of the construction project will be provided by the HBCRA's Project Manager to the CONTRACTOR within five (5) days of contract execution.

- a) For contracts less than \$10 million dollars the parties shall, within thirty (30) days of substantial completion, develop and deliver a list required for accomplishment of the Project. If the contract is more than \$10 million dollars the parties shall accomplish same within sixty (60) days.
- b) The final completion date under the Contract shall be extended at least thirty (30) days after the list is delivered in paragraph a above.

1.3 COMMUNITY BENEFIT PLAN

CONTRACTOR shall comply with the Community Benefit Plan (CBP) attached hereto as Exhibit "B".

Community Benefit Plan Monthly Reporting

Per CONSULTANT's proposal to the Community Benefit Plan (CBP) requirement, and pursuant to the terms of the Agreement, CONTRACTOR must provide, on an annual basis, and no later than the 1st of each month, the following information:

- 1) List of Community Benefit Plan activities for the month by providing:
  - a) Purchase Order Number for the Project;
  - b) Project Name;
  - c) Purchase Order
  - d) Amount for the Project;
  - e) detailed Community Benefit Plan activity(ies) for the month.

- 2) Information to be provided to:

Beverly Sanders, Human Services Director  
Attn: HOP Program Coordinator  
HBCRA of Hallandale Beach  
Hepburn Center

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750 N.W. 8<sup>th</sup> Avenue  
Hallandale Beach, Florida, 33009  
\*\*\* With a copy to the Project Manager(s)

Submission must be provided in a sealed envelope labeled as: Your Company Name; Bid/RFP # - Project Compliance and Monitoring Services, Monthly Community Benefit Plan Submission.

1.4 LOCAL HBCRA OF HALLANDALE BEACH VENDOR PREFERENCE (LVP)

Contractor has been granted LVP as per Proposal submitted Exhibit C. Contractor includes in the attached Exhibit C and identifies the vendors that are going to be utilized through the LVP participation and delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value.

ARTICLE 2

CONTRACT TIME

- 2.1 The work to be performed under this Contract shall be commenced within 15 calendar days after the Project Initiation Date specified in the Notice to Proceed. HBCRA shall instruct the CONTRACTOR to commence the work by written instructions in the form of a Notice to Proceed and a Purchase Order. These will not be issued until receipt of all required documents and after execution of the Contract by both parties. The receipt of all necessary permits by the CONTRACTOR is a condition precedent to the initiation of all work under this Contract. If CONTRACTOR is not in receipt of all necessary permits by the Project Initiation Date set forth in the Notice to Proceed, CONTRACTOR shall so notify HBCRA in writing immediately. HBCRA shall then have the option of issuing a revised Notice to Proceed.
- 2.2 Time is of the essence in this Contract. The work shall be substantial completed within (45) forty five calendar days from the Project Initiation Date specified in the Notice to Proceed, and completed and ready for final payment in accordance with Article 22 within 75 seventy five calendar days from the Project Initiation Date specified in the Notice to Proceed.

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- 2.3 Upon failure of the CONTRACTOR to substantially complete said Contract within the specified period of time (plus approved extensions, if any) the CONTRACTOR shall pay to HBCRA the sum of Five Hundred Dollars (\$500.00) for each calendar day after the time specified in paragraph 2.2 above (plus any approved extensions) for substantial completion. After substantial completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining work within the Contract Time or any approved extension thereof, the CONTRACTOR shall pay to the HBCRA the sum of Five Hundred Dollars (\$500.00) for each calendar day after the time specified in paragraph 2.2. above (plus any approved extensions) for completion and readiness for final payment. These amounts are not penalties but liquidated damages to the HBCRA. 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 the HBCRA 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 the CONTRACTOR to complete the Contract on time.
- 2.4 The HBCRA is authorized to deduct liquidated damage amount from the monies due to CONTRACTOR for the work under this Contract, or as much thereof as the HBCRA may, at its own option, deem just and reasonable.

ARTICLE 3

THE CONTRACT SUM

- 3.1 Payments shall be made at the Contract unit prices or lump sum prices applicable to each integral part of the Contract. These prices shall be full compensation for all costs associated with completion of all work in full conformity with the requirements as stated or shown, or both, in the Bid Project.
- 3.2 The HBCRA reserves the right to add or delete work items from the project to meet its available budget.
- 3.3 In consideration of the work, labor, services and materials to be furnished by the CONTRACTOR, in accordance with the plans and specifications, the HBCRA agrees to pay to the CONTRACTOR, upon the completion and acceptance thereof by

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the HBCRA, or its duly authorized agent, the total Contract price of \$(     ), in words (     ).

The Contract price may include a 10% contingency amount for change orders, not to exceed HBCRA Commission Resolution #      of \$                      which may be authorized in accordance with applicable policies and procedures.

CONTRACTOR has accepted the following payment term for payment of all work provided during this CONTRACT:

CONTRACTOR will receive payments for all work provided during this Agreement as follows.

The HBCRA has implemented an e-payables payment process utilizing both VISA and MASTERCARD networks. Payments from this contract will be made utilizing the HBCRA's e-payable payment process in lieu of a check. Contractor will receive payment from the VISA and/or MASTERCARD in the same manner as other credit card purchases. Accordingly, your firm must presently have the ability to accept these credit cards before the start of the contract term, or contract award by the HBCRA. The HBCRA reserves the right to revise this program as necessary.

- 3.4 Sales and Use Taxes. The HBCRA is exempt from paying sales and use taxes on materials and equipment purchased for, and incorporated into the NAME OF PROJECT. As such, the HBCRA reserves the right to utilize a tax savings Direct Purchase Program (DPP) for direct purchases where possible and practical for this Project. The HBCRA shall make direct purchases of all materials and equipment purchased for, or to be incorporated into the Project, as requested by the Contractor and agreed upon by the HBCRA in the form of a change order. All direct purchases of materials and equipment shall be made by the HBCRA with funds specifically allocated for the construction of the Project. The Contractor shall notify the HBCRA no later than **10 calendar days** after request by HBCRA of the requested materials and equipment to be purchased by the HBCRA for the Project. The standard HBCRA of Hallandale Beach Terms and Conditions applicable to this program are included as Attachment A to this section. Each equipment supplier that will supply equipment under the Direct Purchase Program shall be obligated to meet the requirements of the HBCRA of Hallandale Beach Terms and Conditions and the Technical Specifications.

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The HBCRA's Project Manager shall manage the sales tax savings earned by the DPP. The credits for the tax savings and payments made directly to the VENDOR under the DPP shall be deducted from the total contract amount awarded, through a deductive change order. The Project Manager shall instruct the Contractor as to the direct purchase process as further described in the special conditions below.

- 3.4.1 The Contractor shall: (a) compile Contractor's and any Subcontractors' itemized requirement for materials and equipment, including quantities, unit costs, manufacturers' or vendors' catalogue or order numbers, delivery instructions, and other specific terms and information that are required to order the specific materials and equipment, and terms and conditions to be imposed on suppliers regarding delivery and submittal time requirements, and quantities thereof required by Contractor or Subcontractors in accordance with the applicable requirements of the Construction Contract, from time to time, during the construction of the Project, as materials and equipment need to be ordered for the Project, and submit such compilation to the HBCRA's Construction Project Manager; (b) prepare a requisition for such materials and equipment on the HBCRA's form of requisition; and (c) deliver any such requisition to the HBCRA's Project Manager no less than thirty (30) days prior to the date the manufacturer or vendor of the materials or equipment, as the case may be, requires orders for such materials or equipment to be placed to assure delivery of such materials or equipment to the Site in accordance with the Project Schedule (the "Order Date"). The requisition shall identify the Order Date. Upon receipt of any such requisition the HBCRA's Project Manager shall forward same to the HBCRA. The HBCRA shall issue a Purchase Order directly to the vendor of the materials or equipment, prior to the Order Date (a Purchase Order). The HBCRA shall include with any such Purchase Order, a copy of the HBCRA's sales and use tax exemption certificate. The HBCRA shall make direct payment to the vendor from the HBCRA's account.
- 3.4.2 The Contractor, upon the delivery of any such materials or equipment, shall verify the conformity of such materials or equipment with the terms of the Purchase Order and the Contract Documents. If the Contractor determines that the materials and equipment are conforming, Contractor shall submit the invoice within twenty-four hours to HBCRA's Project Manager for approval. If the delivery of such materials or equipment is approved by the HBCRA's Project Manager, the HBCRA shall take title and possession of such material and equipment before such materials and equipment are incorporated into the Project. If the Contractor determines that the materials and equipment are non-conforming, the Contractor

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shall immediately notify the HBCRA in writing and the HBCRA shall reject such material and equipment.

- 3.4.3 The HBCRA shall assume all risk of loss on all materials and equipment purchased pursuant to its sales and use tax exemption, subject to the Provisions of Special Condition 3.4.4.
- 3.4.4 The Contractor shall be fully responsible for all matters relating to the receipt of materials and equipment furnished by the HBCRA in accordance with this Special Condition, including, but not limited to, the responsibility for verifying correct quantities, verifying documents or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the materials and equipment at the time of delivery, and loss or damage to materials and equipment following acceptance of items due to the negligence of such Contractor or any Subcontractors. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by such Contractor for the particular materials furnished. The Contractor shall provide or arrange for all services required for the unloading, handling and storage of such materials and equipment through installation.
- 3.4.5 The Contractor shall visually inspect all shipments from material and equipment vendors purchased directly by the HBCRA in accordance with this Special Condition (the "HBCRA Furnished Materials") and approve the vendors' invoices for materials or equipment delivered, as HBCRA-Furnished Materials are furnished to the Site in accordance with this Special Condition. The Contractor shall assure that each delivery of HBCRA Furnished Materials is accomplished by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the Purchase Order, together with such additional information as the HBCRA may require. The Contractor shall deliver to the HBCRA's Project Manager all invoices for materials and equipment upon verification by such Contractor that the materials and equipment conform exactly to the Contract Documents and the Purchase Order. Upon receipt of any invoice for HBCRA Furnished Materials, the HBCRA's Project Manager shall verify the conformity of such HBCRA Furnished Materials and if conforming approve such HBCRA Furnished Materials. Upon approval the HBCRA's Project Manager shall deliver such invoice to the HBCRA for direct payment to the vendor.

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- 3.4.6 The Contractor shall inspect all HBCRA Furnished Materials to determine that such HBCRA Furnished Materials conform to the Contract Documents, including the Drawings and the Specifications, and to determine prior to incorporation into the Work whether any such HBCRA Furnished Materials are patently defective, and whether such HBCRA Furnished Materials are identical to the materials ordered and match the description of the bill of lading and the Purchase Order. If Contractor discovers defective or non-conforming HBCRA Furnished Materials upon such visual inspection, Contractor shall: (a) not recommend acceptance of such non-conforming materials and equipment, (b) not utilize such non-conforming or defective materials in the Work; (c) not allow Subcontractor to utilize such non-conforming or defective materials in the Work; and (d) **promptly** notify the HBCRA's Project Manager, in writing, of the defective or non-conforming condition so that repair or replacement of those HBCRA Furnished Materials can occur without any undue delay or interruption to the Project. In the event that such Contractor fails to perform such inspection or otherwise incorporates into the Work such defective or non-conforming HBCRA Furnished Materials, the Contractor shall be responsible for the repair and replacement of defective or non-conforming materials, at its sole cost and expense.
- 3.4.7 The Contractor shall maintain records of all HBCRA Furnished Materials incorporated into the Work from the stock of HBCRA Furnished Materials. The Contractor shall account monthly to the HBCRA's Project Manager and HBCRA for any HBCRA Furnished Materials delivered to the Site, indicating which HBCRA Furnished Materials have been incorporated into the Work.
- 3.4.8 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all HBCRA Furnished Materials. All repair, maintenance or damage-repair calls shall be forwarded by the HBCRA or the Contractor to the Contractor for resolution with the appropriate vendor, or Subcontractor.
- 3.4.9 After the HBCRA takes possession of the HBCRA Furnished Materials at the Site, possession of the HBCRA's Furnished Materials shall immediately and automatically transfer to the Contractor without notice. The transfer of possession of HBCRA Furnished Materials from the HBCRA to the Contractor shall constitute a bailment for the mutual benefit of the HBCRA and such Contractor. The HBCRA shall be considered the bailor and such Contractor the bailee of the HBCRA Furnished Materials. HBCRA Furnished Materials shall be considered returned to the HBCRA for purposes of their bailment at such time as they are

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incorporated into the Project or consumed in the process of completing the Project.

- 3.4.10 The Contractor shall purchase and maintain builder's risk insurance, naming the HBCRA as an additional insured, sufficient to protect against loss of or damage to HBCRA Furnished Materials. Such insurance shall be in the amount stated elsewhere in the Contract and shall cover the full value of any HBCRA Furnished Materials between the time the HBCRA first takes title to and possession of any of such HBCRA Furnished Materials until final completion of the Work.
- 3.4.11 The HBCRA shall not be liable for any interruption or delay damages in the Project by virtue of ordering the HBCRA Furnished Materials, for any defects or other problems with the Project by virtue of ordering the HBCRA Furnished Materials, or for any extra costs resulting from any delay in the delivery of, or defects in, the HBCRA Furnished Materials.
- 3.4.12 The Contractor, on a monthly basis, shall review invoices submitted by all vendors of HBCRA Furnished Materials delivered to the Site during the prior month and either concur or object to the HBCRA's Issuance of payment to the vendors, based upon such contractor's records of materials delivered to the Site and whether any of the HBCRA Furnished Materials for which payment has not been made were either non-conforming or defective.
- 3.4.13 In order to arrange for the prompt payment to the vendor, the Contractor shall provide to the HBCRA's Project Manager a list of the acceptance of the goods or materials within fifteen (15) days of receipt of said goods or materials. Accompanying the list shall be a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the HBCRA. Upon receipt of the appropriate documentation, the HBCRA shall prepare a check payable to the vendor based upon the receipt of data provided. This check will be released, delivered and remitted directly to the vendor. The Contractor shall assist the HBCRA to immediately obtain partial or final release of waivers as appropriate. The HBCRA shall not make any payment without the appropriate Contractor's concurrence and approval, which shall be delivered to the HBCRA by the HBCRA's Project Manager. Furthermore, the HBCRA shall not make any payment without the appropriate HBCRA's Project Manager concurrence and approval. There shall

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be no retention on HBCRA Furnished Materials against either the vendor, the Contractor(s) or the Subcontractor(s).

- 3.4.14 The Contractor may, in its reasonable discretion, require certain material and equipment vendors to provide a supply bond in the amount of one-hundred percent (100%) of the Purchase Order price. The supply bond, if required, shall be issued by a qualified surety company authorized to do business in the State of Florida and acceptable to the HBCRA. If the supply bond is required, the costs thereof will be added to the amount of the Purchase Order. The Contractor shall verify that a vendor can furnish a supply bond. All bonds will name the HBCRA and the Contractor as additional obliges. To the extent that materials and equipment are purchased pursuant to the HBCRA's sales and use tax exemption, the Contractor shall reduce the Contract Amount for direct purchases by the HBCRA.

ARTICLE 4

INDEMNIFICATION

- 4.1 CONTRACTOR agrees to indemnify, save harmless and, at the HBCRA Attorney's option, defend or pay for an attorney selected by the HBCRA Attorney to defend HBCRA, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONTRACTOR, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CONTRACTOR further agrees to indemnify and save harmless the HBCRA, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of HBCRA or their officers, agents or employees. In the event that any action or proceeding is brought against HBCRA by reason of any such claim or demand, CONTRACTOR, upon written notice from HBCRA, shall defend such action or proceeding.

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CONTRACTOR shall require all of the subcontractors working for it to provide the aforementioned indemnification in all contracts and subcontracts entered into and arising out of work performed by CONTRACTOR in connection with the Project.

- 4.2 To the extent considered necessary by the HBCRA Attorney, any sums due to CONTRACTOR under this Agreement may be retained by HBCRA until all of HBCRA's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by HBCRA.
- 4.3 In the event that any action or proceeding is brought by CONTRACTOR against HBCRA, CONTRACTOR hereby waives the right to a jury trial. The provisions of this Article shall survive the expiration or early termination of this Agreement.
- 4.4 Contractor acknowledges that it has received adequate consideration concerning the monetary limitation on the indemnification provided to HBCRA, which, shall not be less than \$1 million per occurrence.
- 4.5 To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the HBCRA, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.
- 4.6 To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the HBCRA, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.
- 4.7 Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the HBCRA pursuant to Section 768.28 Florida Statutes.

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ARTICLE 5

INSURANCE REQUIREMENTS

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations *assumed* by Contractor under any resulting contract.

**Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Business Automobile Liability** Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Worker's Compensation Insurance & Employers Liability** Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

**Additional Insured** Contractor **agrees to** endorse City as an Additional Insured with a CG 2026 07 04 Additional - Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

**Waiver of Subrogation** Contractor agrees by entering into this contract to a *Waiver of Subrogation* for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation

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without an endorsement, then Contractor agrees to notify *the* insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance** Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, *limits* and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty **(30)** day endeavor to notify due to cancellation or non-renewal coverage. The Certificate Holder address shall read:

City of Hallandale Beach  
Risk Manager  
400 South Federal Highway  
Halladale Beach, FL 33009

**Umbrella or Excess Liability.** Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Right to Revise or Reject** City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

**ARTICLE 6**

**WEATHER**

- 6.1 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten years of weather data as recorded by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.
- 6.2 No more than one day of time extension shall be granted for each day the precipitation, in inches exceeds one (1) inch at the Weather Station, and only

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when fifty percent or more of the scheduled construction work force cannot work due occurrence of such precipitation on the day claimed.

ARTICLE 7

HURRICANE PRECAUTIONS

- 7.1 During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning or alert, the CONTRACTOR, at no cost to the HBCRA, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the HBCRA or HBCRA ENGINEER has given notice of same.
- 7.2 Compliance with any specific hurricane warning or alert precautions will not constitute additional work.
- 7.3 The contractor acknowledges that threatened tropical storm activity is normal in Broward County and the mere possibility that a warning or watch might be declared is not a basis for compensable or non-compensable extension of time. Tropical Storm Watches and Warnings will not automatically result in a compensable extension of time.

ARTICLE 8

PERMITS, LICENSES AND IMPACT FEES

- 8.1 Except as otherwise provided within the Supplemental Conditions, all permits and licenses required by federal, state, local or county laws, rules and regulations necessary for the execution of the work undertaken by the CONTRACTOR pursuant to this Contract shall be secured and paid by the CONTRACTOR. It is the CONTRACTOR'S responsibility to determine that all zoning requirements have been met prior to obtaining any permits or licenses. It is the CONTRACTOR'S responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the type of work to be performed and for the jurisdiction in which the work is to be completed.

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- 8.2. Impact fees levied by any municipality shall be paid by the CONTRACTOR. CONTRACTOR shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to the CONTRACTOR in no event shall include profit or overhead of the CONTRACTOR.
- 8.3 Necessity of complying with permit requirements. CONTRACTOR and the HBCRA agree that the failure of the Agreement to address a particular permit, condition, fee, term or restriction, shall not relieve CONTRACTOR of the necessity of complying with the law governing said permitting requirements, conditions, fee, terms and restrictions.

ARTICLE 9

DESIGN PLANS AND WORKING DRAWINGS

- 9.1 The Bid Project includes drawings (design plans) and specifications. The HBCRA, through the HBCRA ENGINEER, shall have the right to modify the details of these drawings (design plans) and specifications, to supplement said design plans and additional design plans, drawings or additional information as the work proceeds, all of which shall be considered as part of the Bid Project. In case of disagreement between the written and graphic portions of the Bid Project, the written portion shall govern.

ARTICLE 10

"OR EQUAL" CLAUSE:

- 10.1 Whenever a material, article or piece of equipment is identified in the Bid Project including drawings (design plans) and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, it is intended merely to establish a standard; and, unless it is

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followed by words indicating that no substitution is permitted because of form fit function and quality.

Any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the opinion of the HBCRA, equal in substance, quality and function.

- 10.2 The HBCRA ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or used without the HBCRA ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. HBCRA may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance bond or other Surety with respect to any substitute.

ARTICLE 11

DEFECTIVE WORK

- 11.1 The HBCRA ENGINEER shall have the authority to reject or disapprove work which he finds to be defective. The CONTRACTOR shall promptly either, as directed, correct all defective work or remove it from the site and replace it with nondefective work. CONTRACTOR shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.
- 11.2 If, within one year after substantial completion or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the CONTRACTOR shall correct it promptly without cost to the HBCRA, after receipt of written notice from the HBCRA to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the CONTRACTOR might have under the Contract Documents.

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- 11.3 Should the CONTRACTOR fail or refuse to remove or correct any defective work performed or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract with the time indicated in writing, the HBCRA shall have the authority to cause the unacceptable or defective work to be removed or renewed, or make such repairs as may be necessary to be made at the CONTRACTOR'S expense. Any expense incurred by the HBCRA in which the CONTRACTOR has failed or refused to make shall be paid for out of any monies due or which may become due to the CONTRACTOR, or may be charged against the Performance and Payment Bond. Continue failure or refusal on the part of the CONTRACTOR to make any or all necessary repairs promptly, fully, and to declare the Contract forfeited, in which case the HBCRA at its option, may purchase materials, tools, and equipment and employ labor or may contract with other individual, firm or corporation, or may proceed with its own forces to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting CONTRACTOR and the amount thereof deducted from any monies due, or which may become due to him, or shall be charged against the Performance and Payment Bond. Any special work performed, as described herein, shall not relieve the CONTRACTOR in any way from his responsibility for the work performed by him.
- 11.4 Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the HBCRA to final acceptance.

ARTICLE 12

SUBCONTRACTS

- 12.1 The CONTRACTOR shall, within 15 calendar days after the signing of the Contract, notify the HBCRA in writing of the names of Subcontractors proposed for the work. Such Subcontractor must be in compliance with the provisions of Chapter 9 of the Broward County Code of Ordinances and/or state law as it relates to Certificates of Competency. The CONTRACTOR shall have a continuing obligation to notify the HBCRA of any change in Subcontractors.

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- 12.2 CONTRACTOR shall not employ any Subcontractor against whom HBCRA may have a reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor against whom CONTRACTOR has a reasonable objection.
- 12.3 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by his Subcontractors and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the HBCRA or any obligation on the part of the HBCRA to pay or to see the payment of any monies due any Subcontractor. The HBCRA may furnish to any Subcontractor evidence of amounts paid to the CONTRACTOR on account of specific work performed.
- 12.4 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the HBCRA.

ARTICLE 13

SEPARATE CONTRACTS

- 13.1 The HBCRA reserves the right to let other Contracts in connection with this work. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this work with theirs.
- 13.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report to the HBCRA ENGINEER any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in other contractor's work after the execution of his work.
- 13.3 The CONTRACTOR shall conduct his operations so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, the CONTRACTOR shall be liable to the affected contractor for the cost of such interference or impact.

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- 13.4 To ensure the proper execution of his subsequent work, the CONTRACTOR shall inspect the work already in place and shall at once report to the HBCRA ENGINEER any discrepancy between the executed work and the requirements of the Bid Project.

ARTICLE 14

DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES

- 14.1 CONTRACTOR shall have full responsibility for reviewing and checking 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 and for 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.
- 14.2 During construction of buildings and/or during improvements, CONTRACTOR covenants and agrees that it shall safely maintain the site of construction activities and protect against damage to persons and property by reason of construction activities and will provide adequate security during non-construction periods. In the case of damage or loss to the building and/or improvements constructed on the property by CONTRACTOR in accordance with this Agreement, CONTRACTOR shall, as soon as possible after the occurrence of such loss or damage, repair or rebuild the buildings and/or improvements in such manner that the buildings and/or improvements after such repairing or rebuilding shall be of the same general character as set forth in this Agreement and the approved Scope of Work and at least equal in value to the buildings and improvements prior to such loss or damage. Such repairs shall begin within ninety (90) calendar days after such occurrence or if rebuilding is required, such rebuilding shall be begun within one hundred eighty (180) calendar days after such occurrence and in either case shall be completed in a reasonable time, subject to extension for Permitted Delays; provided insurance funds are made available to CONTRACTOR for such repair or rebuilding, in which event CONTRACTOR shall commence repairs or rebuilding within one hundred eighty (180) days from the date of occurrence. CONTRACTOR shall have the reasonable right to extend the time period for rebuilding in the event of a major catastrophic event (similar in scope and widespread damage to Hurricane Andrew) which would reasonably affect the

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ability to secure insurance proceeds, labor, public services, and other required elements to reasonably begin said rebuilding. CONTRACTOR shall pay for all such repairing and rebuilding so that the property and the buildings and improvements shall be free and clear of all liens of mechanics and materials and similar liens arising out of such repair, rebuilding or reconstruction of the buildings and improvements.

ARTICLE 15

MONITORING REPORTS

- 15.1 CONTRACTOR shall provide the HBCRA, in a format reasonably acceptable to the HBCRA and CONTRACTOR, information, data and reports to be used by the HBCRA in monitoring CONTRACTOR'S performance in carrying out the Project.

ARTICLE 16

CHANGE OF CONTRACT TIME

- 16.1 The "Contract Time" may only be changed by a Change Order. Any claim for an extension of the "Contract Time" shall be based on written notice delivered by the party making the claim to the HBCRA ENGINEER and the HBCRA's Project Manager within 7 calendar days of the beginning of 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 15 days after the end of such occurrence (unless the HBCRA 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 the HBCRA ENGINEER in accordance with paragraph 16.2, if HBCRA and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the "Contract Time" will be valid if not submitted in accordance with the requirements of this paragraph.
- 16.2 The HBCRA ENGINEER and/or HBCRA's Project Manager must submit the request of an extension of the "Contract Time" with the written information

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provided by the CONTRACTOR and with a written explanation as to why the extension shall be allowed to the HBCRA Manager for approval.

If the HBCRA Manager approves the request, the "Contract Time" will be extended in an amount equal to time lost due to delays beyond the control of and through no fault or negligence of the CONTRACTOR. Such delays shall include, but not limited to, acts or neglect by HBCRA or the HBCRA ENGINEER, or by any employee of either, or any separate contractor employed by the HBCRA, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

16.3 No Damages for Delay:

Except as provided in Article 1.2(a) and (b) NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE HBCRA BY REASON OF ANY DELAYS. The CONTRACTOR shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the HBCRA for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the HBCRA or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

16.4 Changes in the Work or Terms of Contract Documents:

16.4.1 Without invalidating the Contract and without notice to any surety, HBCRA reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders. Surety waives its right to notice of changes in the Contract Terms and/or Contract Price.

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16.4.2 Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any work reflecting such change, except as provided for in Subparagraph 16.4.1, above. This section shall not prohibit the issuance of Change Orders executed only by the HBCRA Manager\_as hereinafter provided.

16.5 Field Orders and Supplemental Instructions:

The HBCRA ENGINEER and the HBCRA's Project Manager, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or the Contract Time. HBCRA ENGINEER shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Supplemental Instructions involve no change in the Contract Price or the Contract Time.

ARTICLE 17

CHANGE ORDERS

- 17.1 Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance by the HBCRA Manager.
- 17.2 CONTRACTOR shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by the HBCRA Manager. Upon receipt of a Change Order, CONTRACTOR shall promptly proceed with the work set forth within the document.
- 17.3 In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, HBCRA reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; to remove the disputed work

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from the scope of work and to process a unilateral change order reducing the contract price; or submit the matter in dispute to HBCRA ENGINEER.

During the pendency of the dispute, and upon receipt of a Change Order approved by the HBCRA Manager, CONTRACTOR shall promptly proceed with the change in the Work involved and advise the HBCRA ENGINEER and HBCRA's Project Manager in writing within seven (7) calendar days of CONTRACTOR's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

- 17.4 Under circumstances determined necessary by HBCRA, Change Orders may be issued unilaterally by the HBCRA Manager without consent of Surety.

ARTICLE 18

VALUE OF CHANGE ORDER WORK

- 18.1 The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- 18.1.1. By mutual acceptance of a lump sum which CONTRACTOR and the HBCRA Manager acknowledge contains a component for overhead and profit.
  - 18.1.2. On the basis of the "cost of work," determined as provided in Sections 18.2 and 18.3, plus a CONTRACTOR's fee for overhead and profit that is determined as provided in Section 18.4.
- 18.2 The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing and approved by the HBCRA Manager, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Section 18.3.

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

18.2.2. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless HBCRA deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to HBCRA. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to HBCRA and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by HBCRA ENGINEER and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.

18.2.3. Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors. If required by HBCRA, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to HBCRA ENGINEER who will then determine which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR'S cost of the work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable, including but not limited to the HBCRA'S False Claims Ordinance.

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

18.2.5. Supplemental costs including the following:

8.2.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the work except for local travel to and from the site of the work or to Contractor's home office or branch office.

18.2.5.2 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 workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remains the property of CONTRACTOR.

18.2.5.3. Sales, use, or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority, provided however, that the Contractor shall not be paid or, or reimbursed, the cost of fines and penalties levied by entities other than the HBCRA of Hallandale Beach.

18.2.5.4. Deposits lost for causes other than CONTRACTOR's negligence; royalty payments and fees for permits and licenses.

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

18.2.5.6. Receipted minor expenses such as telegrams, long distance telephone calls (except to Contractor's home office or branch offices), telephone service at the site, expressage and similar petty cash items in connection with the work.

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18.2.5.7. Cost of premiums for additional bonds and insurance required because of changes in the work or default by the Contractor.

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

18.3.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, scheduling consultants, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed or retained by CONTRACTOR or surety, whether at the site or in its 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 Section 18.2.1., all of which are to be considered administrative costs covered by CONTRACTOR's fee.

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

18.3.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.

18.3.4. 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 additional bonds and insurance required because of cardinal changes in the work.

18.3.5. Costs due to the negligence or neglect of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

18.3.6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 18.2.

18.4 CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

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- 18.4.1. A mutually acceptable fixed fee or,
- 18.4.2. If none can be agreed upon, a fee based on the following percentages of the various portions of the cost of the work:
- 18.4.2.1. For costs incurred under Sections 18.2.1 and 18.2.2, CONTRACTOR's fee shall not exceed ten percent (10%).
- 18.4.2.2. For costs incurred under Section 18.2.3, CONTRACTOR's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and
- 18.4.2.3. No fee shall be payable on the basis of costs itemized under Sections 18.2.4 and 18.2.5, (except Section 18.2.5.3), and Section 18.3.
- 18.5 The amount of credit to be allowed by CONTRACTOR to HBCRA for any such change, which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit, if otherwise allowed, shall be figured on the basis of the net increase or decrease, if any, however, CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.
- 18.6 Whenever the cost of any work is to be determined pursuant to Sections 18.2 and 18.3, CONTRACTOR will submit in a form acceptable to HBCRA ENGINEER an itemized cost breakdown together with the supporting data.
- 18.7 Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.
- 18.8 Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CONTRACTOR shall submit an initial cost estimate acceptable to HBCRA ENGINEER and the HBCRA's Project Manager.
- 18.8.1. Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.

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

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

ARTICLE 19

TERMINATION FOR CONVENIENCE

19.1 The HBCRA may terminate the Contract for its convenience, at any time, with or without cause, upon thirty (30) days written notice to CONTRACTOR.

19.2 Upon such notice of termination, CONTRACTOR will immediately terminate its performance and turn over all of its work product (e.g. plans to the HBCRA).

19.3 CONTRACTOR will then submit a final statement to the HBCRA for all services performed (based on percentage of project completion) ten days after the date on the notice of termination for convenience.

19.4 The CONTRACTOR is precluded from recovering damages for loss of anticipated, but unearned profit on the Contract, as well as consequential damages.

ARTICLE 20

SHOP DRAWINGS

20.1 The CONTRACTOR shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Bid Project.

20.2 The CONTRACTOR shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.

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- 20.3 If the Shop Drawings show or indicate departures from the Contract requirements, the CONTRACTOR shall make specific mention thereof in his letter of transmittal. Failure to point out such departures shall not relieve the CONTRACTOR from his responsibility to comply with the Bid Project.
- 20.4 The HBCRA ENGINEER'S approval of the Shop Drawings will be general and shall not relieve the CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract and not indicated on the Drawings. No work called for by Shop Drawings shall be performed until the said Drawings have been approved by the HBCRA ENGINEER. Approval shall not relieve the CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.
- 20.5 The CONTRACTOR shall keep one set of Shop Drawings marked with the HBCRA ENGINEER'S approval at the job site at all times.

ARTICLE 21

PROGRESS PAYMENTS

All invoices and/or bills and/or requests for payments and/or application for payment are to be sent to the HBCRA Engineer and the HBCRA's Project Manager.

- 21.1 The CONTRACTOR may request payments for work completed at intervals of not more than once a month. The CONTRACTOR'S requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the HBCRA ENGINEER. Each requisition shall be submitted in triplicate to the HBCRA ENGINEER for approval. HBCRA shall make payment to the CONTRACTOR within 25 days after approval by the HBCRA ENGINEER of CONTRACTOR'S requisition for payment.
- a) Overdue notice. The CONTRACTOR may send the HBCRA an overdue notice if the invoice is not paid or rejected within the time frame in Section 21.1, and four (4) business days following the delivery of overdue notice

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the payment required by the HBCRA shall be accepted, rejected or rejected in part.

21.2 Retainage: The CONTRACTOR agrees that ten percent (10%) of monies earned by CONTRACTOR shall be retained by HBCRA until fifty percent (50%) completion of the project. After 50% completion of the project and prior to Final Payment, the Contractor may request a reduction of retainage to five percent (5%) of monies earned by CONTRACTOR. The HBCRA may retain amounts greater than those set forth above that are the subject of a good faith dispute pursuant to Federal Statute 255.078 (6), the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the HBCRA or CONTRACTOR.

21.3 The HBCRA may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

21.3.1. Defective work not remedied.

21.3.2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against the CONTRACTOR.

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

21.3.4 Damage to another Contractor not remedied.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of Surety, satisfactory to the HBCRA which will protect the HBCRA in the amount withheld, payment may be made in whole or in part.

ARTICLE 22

ACCEPTANCE AND FINAL PAYMENT

22.1 Upon receipt of written notice from the CONTRACTOR that the work is ready for final inspection and acceptance, the HBCRA shall within ten days make an

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inspection thereof. If the HBCRA finds the work acceptable under the Contract and the Contract work has been fully performed, payment shall be issued by the HBCRA, stating that the work required by the Contract has been completed and is accepted under the terms and conditions thereof.

- 22.2 Before issuance of the Final Certificate for Payment, the CONTRACTOR shall deliver to the HBCRA a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and an Affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness connected with the work has been paid, and a consent of the Surety of Final Payment. The HBCRA may withhold final payment under the same terms and conditions as set forth in Section 21.3 above.
- 22.3 If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, the HBCRA shall, without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute waiver of claims.
- 22.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the HBCRA, other than those arising from faulty or defective work, failure of the work to comply with requirements of the Contract Documents or terms of any special warranties required by the Contract Documents. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the application for final payment.

ARTICLE 23

HBCRA'S RIGHT TO TERMINATE CONTRACT

- 23.1 If CONTRACTOR fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if CONTRACTOR shall fail to perform any material term set

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forth in the Contract Documents or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the Work in an acceptable manner, HBCRA may give notice in writing to CONTRACTOR and its Surety of such delay, neglect or default, specifying the same. Nevertheless, Surety waives its right to notice pursuant to this paragraph. If CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then HBCRA may neglect or default the CONTRACTOR and CONTRACTOR's failure to comply with such notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Project site and take the prosecution of the Work out of the hands of CONTRACTOR, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Project is completed. In addition HBCRA may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in HBCRA's sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in HBCRA's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by HBCRA, together with the costs of completing the Project and any fines or levies that may be assessed against the HBCRA by any governmental entity or by Broward County as a result of late completion of the Project, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages and expenses so incurred by HBCRA shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay to HBCRA the amount of said excess.

- 23.2 If after notice of termination of CONTRACTOR's right to proceed, it is determined for any reason that CONTRACTOR was not in default, the rights and obligations of HBCRA and CONTRACTOR shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Article 19.

ARTICLE 24

CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If HBCRA ENGINEER received CONTRACTOR's proper invoice and/or bill and/or request for payment and/or application for payment, and should HBCRA ENGINEER

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fail to review and approve or state in writing reasons for not approving, or for rejecting, of the Application for Payment within twenty-five (25) business days after it is presented, then CONTRACTOR shall provide HBCRA with written notice of same, and if HBCRA fails either to pay CONTRACTOR within four (4) business days after HBCRA receives CONTRACTOR's notice, HBCRA shall notify CONTRACTOR in writing of any objection to the Application for Payment, then CONTRACTOR shall, give a second written notice to HBCRA of such delay, neglect or default, specifying the same and if HBCRA, within a period of ten (10) calendar days after such second notice shall not remedy the delay, neglect, or default upon which the notice is based, then CONTRACTOR may stop work or terminate this Contract and recover from HBCRA payment for all work executed and reasonable expenses sustained therein plus reasonable termination expenses. In such event, the contract shall be deemed terminated for convenience, and CONTRACTOR shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by CONTRACTOR relating to commitments, which had become firm prior to the termination. Payment shall include reasonable profit for work/services performed. No payment shall be made for profit for work or services that have not been performed or for consequential damages.

ARTICLE 25

DIFFERING SITE CONDITIONS

In the event that during the course of the Work CONTRACTOR encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents and Supplementary Conditions; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents in the locales such as that where the work is to be done, CONTRACTOR shall, within twenty-four (24) hours of their discovery, notify HBCRA in writing of the existence of the aforesaid conditions. HBCRA shall, within two (2) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of HBCRA ENGINEER with the consent of HBCRA's Project Manager, the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, the performance of any part of the Work, HBCRA ENGINEER shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If HBCRA

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and CONTRACTOR cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to HBCRA ENGINEER for determination in accordance with the provision for resolving disputes. Should HBCRA ENGINEER determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, HBCRA ENGINEER shall so notify CONTRACTOR in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.

No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by HBCRA ENGINEER as the date of substantial completion.

ARTICLE 26

RESOLUTION OF DISPUTES

- 26.1 To prevent all disputes and litigation, it is agreed by the parties hereto that the HBCRA ENGINEER shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and HBCRA ENGINEER's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 26.2. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of HBCRA and CONTRACTOR shall be submitted to HBCRA ENGINEER in writing within twenty-one (21) calendar days. Unless a different period of time is set forth herein, HBCRA ENGINEER shall notify CONTRACTOR in writing of HBCRA ENGINEER's decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless HBCRA ENGINEER requires additional time to gather information or allow the parties to provide additional information. All non-technical administrative disputes shall be determined by the HBCRA ENGINEER and the HBCRA's Contract Manager pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, CONTRACTOR and HBCRA shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

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- 26.2 In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after a disputed invoice or during Final Completion of the Work, the parties shall participate in settlement discussions to address all objections to any determinations hereunder and to attempt to prevent litigation. Should any objection not be resolved, the parties retain all their legal rights and remedies provided under State law. This article shall not limit the HBCRA'S rights under the HBCRA'S False Claims Ordinance.

ARTICLE 27

APPLICABLE LAW AND VENUE

The parties expressly agree that this Contract shall be construed and interpreted in accordance with the laws of the State of Florida. Venue for adjudication of disputes and litigation concerning this CONTRACT shall be in Broward County, Florida.

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND HBCRA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the HBCRA pursuant to Section 768.28 Florida Statutes.

ARTICLE 28

CONTRACT DOCUMENTS

- 28.1 This Contract incorporates by reference the following documents: the Bid Project including drawings (design plans) and specifications, the Notice for Bids, the Addenda to the Bid Project, the Bid Tender Form, the record of Contract awarded by the HBCRA of Hallandale Beach, the Contract, the Performance and Payment Bond, any additional documents the submission of

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which is required by this Bid Project, the Notice of Award, the Notice to Proceed, and the Purchase Order.

- 28.2 Where there is a conflict between any provision set forth within the General Conditions and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail.
- 28.3 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 28.4 By execution of this Agreement, CONTRACTOR does certify that CONTRACTOR has been duly authorized by delivery of this Agreement and all other documents, certificates, agreements, consents and receipts, and to take any and all other actions of any kind whatsoever in order to accomplish the purposes and undertakings of this Agreement

ARTICLE 29

NONDISCRIMINATION, EQUAL OPPORTUNITY

AND AMERICANS WITH DISABILITIES ACT

- 29.1 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by HBCRA, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender

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expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

29.2 DOMESTIC PARTNER BENEFITS REQUIREMENT

CONTRACTOR certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

CONTRACTOR shall comply with the applicable provisions of this section.

- (v) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.

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- (vi) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the HBCRA to pursue any remedy stated below or any remedy provided under applicable law.
- (vii) The HBCRA may terminate the Contract if the Contractor fails to comply with this section.
- (viii) The HBCRA may retain all monies due or to become due until the Contractor complies with this section.

30. PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to HBCRA, may not submit a bid on a contract with HBCRA for the construction or repair of a public building or public work, may not submit bids on leases of real property to HBCRA, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with HBCRA, and may not transact any business with HBCRA in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by HBCRA pursuant to this Agreement, and may result in debarment from HBCRA's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

30. RIGHTS IN DOCUMENTS AND WORK

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Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of HBCRA; and, if a copyright is claimed, CONTRACTOR grants to HBCRA a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of HBCRA and shall be delivered by CONTRACTOR to the HBCRA's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

31. AUDIT RIGHT AND RETENTION OF RECORDS

HBCRA shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to HBCRA in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by HBCRA, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida

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Public Records Act is determined by HBCRA to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for HBCRA's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to the Agreement, contact the custodian of public records at [HBCRA Clerk Office@hallandalebeachfl.gov](mailto:HBCRA_Clerk_Office@hallandalebeachfl.gov); HBCRA of Hallandale Beach, HBCRA Hall, 400 South Federal Highway, Hallandale Beach, FL 33009, 954-457-1340.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: HBCRA OF HALLANDALE BEACH through its authorization to execute same by COMMISSION action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, signing by and through its HBCRA Manager, duly authorized to execute same, and \_\_\_\_\_, signing by and \_\_\_\_\_  
(name of contractor)  
through its \_\_\_\_\_ duly authorized to execute same.  
(title of authorized officer)

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HBCRA

ATTEST:

HBCRA OF HALLANDALE BEACH

\_\_\_\_\_  
HBCRA Clerk

By \_\_\_\_\_  
Daniel Rosemond, HBCRA Manager

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

Approved as to form by  
HBCRA Attorney

By \_\_\_\_\_  
Steven Zelkowitz, HBCRA Attorney

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CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

(If incorporated sign below).

CONTRACTOR

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Secretary)

By \_\_\_\_\_  
(Signature and Title)

(Corporate Seal)

\_\_\_\_\_  
(Type Name and Title Signed Above)

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

(If not incorporated sign below).

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CONTRACTOR

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

(Name)

\_\_\_\_\_

By \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Typed Name Signed Above)

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

**HBCRA REQUIRES THREE (3) FULLY-EXECUTED CONTRACTS.**