



Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.

CONTRACT DOCUMENTS

AND

TECHNICAL SPECIFICATIONS

BID #FY 2012-2013-005

PEDESTRIAN IMPROVEMENT PROJECT

**PREPARED BY:
CITY OF HALLANDALE BEACH
DEPARTMENT OF UTILITIES & ENGINEERING AND
GENERAL SERVICES/PURCHASING
DEPARTMENT**

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NOTICES TO PROSPECTIVE BIDDERS

Local Vendor Preference

See the Local Vendor Preference applicable to this bid on page 22, item #28.

Small Business Enterprise (SBE) Business Utilization Plan

A business that is currently certified under the Broward County Small Business Enterprise program, pursuant to Chapter 20, Article XIV, Code of Metropolitan Broward County. The City encourages all who respond to this bid to utilize or make good faith efforts to utilize SBE Firms that are certified under the Broward County SBE program.

MANDATORY PRE-BID MEETING IS SCHEDULED ON MONDAY, APRIL 29, 2013 @ 11:00 A.M., AT CITY OF HALLANDALE BEACH MUNICIPAL COMPLEX, CITY HALL, CITY COMMISSION CHAMBERS, 400 SOUTH FEDERAL HIGHWAY, HALLANDALE BEACH, FLORIDA.

PLEASE REVIEW THE BID AND BRING YOUR QUESTIONS TO THE PRE-BID MANDATORY CONFERENCE SINCE IT WILL BE THE ONLY OPPORTUNITY TO ASK QUESTIONS.

ATTENDANCE AT THE PREBID CONFERENCE IS MANDATORY

THE CITY WILL ONLY ALLOW PRIME CONTRACTORS UNDER THIS CONTRACT.

BID RESPONSES ARE DUE: MONDAY, MAY 13, 2013 BY NO LATER THAN 11:00 A.M – PEDESTRAIN IMPROVEMENT PROJECT.

BIDDER'S MINIMUM QUALIFICATION REQUIREMENTS:

- **Proposer's Firm must have and/or demonstrate the equivalent of five (5) years of continuous experience and have provided the scope of work as outlined in this bid. Please provide a copy of your firm's Sunbiz to confirm the numbers years of incorporation. Sunbiz website is <http://www.sunbiz.org/search.html>.**

The City Engineer and Project Manager will make the responsibility determination.

YEARS OF EXPERIENCE REQUESTED ARE INTENDED TO ESTABLISH IF THE RESPONDENT IS CAPABLE TO PROVIDE THE SERVICES AND SCOPE SOLICITED.

CONTRACT TERM:

Time is of the essence in this Contract. The work shall be substantially completed within 210 calendar days from the Project Initiation Date specified in the Notice to Proceed, and

completed and ready for final payment in accordance with Article 2 and Article 22 within 240 calendar days from the Project Initiation Date specified in the Notice to Proceed.

ALL PROJECTS AWARDED FROM THIS BID:

PLEASE NOTE THAT THE AWARD OF A CONTRACT AS A RESULT OF THIS BID WILL BE FOR SPECIFIC PROJECTS AS OUTLINED IN THE DRAWINGS AND SPECIFICATIONS WITHIN THIS BID, AS WELL AS, FOR WORK ON AN AS NEEDED BASIS THROUGH THE TERM OF THE CONTRACT.

COST FOR EACH FUTURE PROJECT WILL BE OBTAINED THROUGH A WORK AUTHORIZATION STIPULATING THE UNIT PRICES AWARDED TO THE CONTRACTOR THROUGH AWARD OF THIS BID. ANY FUTURE PROJECTS TOTALLING ABOVE THE CITY MANAGER'S THRESHOLD AMOUNT OF \$50,000 MUST BE BROUGHT TO COMMISSION PRIOR TO COMMENCEMENT OF WORK.

CONTRACT TERM:

Contract term is one (1) year with two (2) two (2) year renewals contingent upon satisfactory performance. Total contract term is five (5) years.

Please note that the award of a contract as a result of this bid will be for specific projects as outlined in the drawings and specifications within this bid, as well as, for work on an as needed basis through the term of the contract.

Costs for each future project will be obtained through a Work Authorization stipulating the unit prices awarded to the Contractor through award of this bid. Any future projects totaling above the City Manager's threshold amount of \$50,000 must be brought to Commission prior to commencement of such work.

Contract may be cancelled by the City of Hallandale Beach within thirty (30) days with a written notice. Your firm's bid submission shall be valid until such time as City Commission awards a contract as a result of this bid.

COMPLETION OF PROJECT:

All construction will be performed normal business hours 8:00 A.M. to 5:00 P.M. weekdays. Subject to change based on project requirements.

Each phase of construction shall be substantially completed within 210 days from the project initiation date specified in the Notice to Proceed and completed and ready for final payment within 240 days from the project initiation date specified in the Notice to Proceed.

CONTRACT PRICE:

No price increase will be accepted during Phase I of the contract. Price adjustments for years two (2) through five (5) of the Contract must be submitted for review to the City Engineer. The request for price increases must be provided with evidence of an accepted price index as determined by the City Engineer.

SAMPLE FORM CONTRACT:

The City'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.

CONTRACT FOR EXECUTION:

Attached to this bid is the agreement that contains the terms and conditions that the awarded Contractor must be able to abide by and execute upon award of this contract. The legal terms and conditions will bind the awarded Contractor for all of the years under Contract.

ESTIMATED BUDGET FOR THIS PROJECT IS \$450,000.00

RETURN COMPLETE CITY BID PACKAGE FORMS AS FOLLOWS:

- CERTIFICATE OF COMPETENCY
- STATE CERTIFICATION (IF APPLICABLE TO THIS PROJECT)
- DRUG FREE WORKPLACE FORM
- BID TENDER FORM
- SCHEDULE OF BIDDER'S PRICES
- PUBLIC ENTITY CRIME FORM
- SUPPLEMENT TO BID/TENDER FORM

**BID DUE DATE: MONDAY, MAY 13, 2013 BY NO LATER THAN 11:00 A.M. –
PEDESTRIAN IMPROVEMENT PROJECT**

BIDDER MUST SUBMIT:

RESPONSES MUST BE SUBMITTED AS FOLLOWS:

1. **BIDDERS ARE TO SUBMIT RESPONSES ON A THUMB DRIVE THAT IS SEARCHABLE IN ADOBE FORMAT. IN ORDER TO ASCERTAIN THAT THE BID PROPOSAL INFORMATION PROVIDED ON THE THUMB DRIVE CONTAINS DATA THAT ALLOWS THE REVIEWER TO PERFORM AN "EDIT" "FIND" PROCESS TO READ THE DATA/INFORMATION, PLEASE MAKE SURE THAT THE THUMB DRIVE IS TESTED BEFORE SUBMISSION. PROVIDE TWO (2) THUMB DRIVES WITH YOUR BIDDER'S SUBMITTAL.**

2. ONE (1) ORIGINAL HARDCOPY (PAPER FORM) OF THE FIVE (5%) BID GUARANTEE BOND.
3. ONE (1) ORIGINAL HARDCOPY (PAPER FORM) OF THE SCHEDULED OF BID PRICE SHEET ON PAGE 61 OF BID SOLICITATION.

THE BID PACKAGE MUST CONTAIN AND INCLUDE ALL BID PAGES. REMEMBER TO SIGN, NOTARIZE, AND ATTEST ALL REQUIRED PAGES.

BIDS SHALL BE SUBMITTED IN SEALED ENVELOPES. BIDS MUST BE MAILED OR HAND DELIVERED TO:

CITY OF HALLANDALE BEACH
CITY CLERK'S DEPARTMENT – EXECUTIVE OFFICES
400 S. FEDERAL HIGHWAY – 2 ND FLOOR
HALLANDALE BEACH, FLORIDA 33009
TITLED: BID # FY 2012-2013-005: PEDESTRIAN IMPROVEMENT PROJECT

NOTE: Failure to comply with all items stated in the Bid may be cause for rejection of the Proposal.

END OF SECTION

UNABLE TO SUBMIT A BID RESPONSE? We sincerely hope this is not the case. If your firm cannot submit a BID at this time, please provide the information requested in the space provided below and return:

**WE _____ HAVE RECEIVED THE BID COMPANY
NAME**

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

COMPLETE INFORMATION BELOW:

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
P.O. BOX:	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: ()	
EMAIL ADDRESS:	

RETURN THIS UNABLE TO SUBMIT FORM ONLY TO:
CITY OF HALLANDALE BEACH
GENERAL SERVICES/PURCHASING DEPARTMENT
400 SOUTH FEDERAL HIGHWAY, ROOM 242
HALLANDALE BEACH, FL 33009
TITLED: BID # FY 2012-2013-005: PEDESTRIAN IMPROVEMENT PROJECT



Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.

PROSPECTIVE BIDDERS' NOTICE

PROJECT DESIGN DRAWINGS (EXHIBITS #1)

The drawings are part of the bid package refer as Exhibits #1. Please see below for downloading the bid package including the drawings.

BID DOCUMENTS DOWNLOAD INSTRUCTIONS:

The City of Hallandale Beach General Services/Purchasing Department prefers that the REBID #FY2012-2013-005 document be obtained through the City of Hallandale Beach Website at www.cohb.org/Bidnotifications. For questions regarding this solicitation email the General Services/Purchasing Department at General_Services_Office@hallandalebeachfl.gov or fax written requests to (954) 457-1342.

NOTICE TO BIDDERS

Sealed bids for providing and delivering all necessary labor, materials, equipment, and services for the completion of the work, including of materials, supplies and equipment sold and delivered for **PEDESTRIAN IMPROVEMENT PROJECT: BID # FY 2012-2013-005.**

Bid Submissions will be received by the City Clerk Office's Department, Executive Offices, 400 South Federal Highway, 2nd Floor, Hallandale Beach, Florida, 33009 for the City of Hallandale Beach, until 11:00 A.M., MONDAY, MAY 13, 2013. Bids will be publicly opened in the City Commission Chambers or other designated area, at City Hall, 400 South Federal Highway, Hallandale Beach, Florida, 33009.

MANDATORY PRE-BID CONFERENCE IS SCHEDULED ON MONDAY, APRIL 29, 2013, AT 11:00 AM AT THE FOLLOWING LOCATION:

CITY OF HALLANDALE BEACH
CITY COMMISSION CHAMBERS
400 S. FEDERAL HIGHWAY
HALLANDALE BEACH, FLORIDA 33009

Firms must be advised that this Bid solicitation includes the following criteria as specified in the Bid package.

- **Local Vendor Preference**
- **Small Business Enterprise (SBE) Business Utilization Plan**

ATTENDANCE AT THE PRE-BID CONFERENCE IS MANDATORY.

PLEASE REVIEW THE BID AND BRING YOUR QUESTIONS TO THE MANDATORY CONFERENCE SINCE IT WILL BE THE ONLY OPPORTUNITY TO ASK QUESTIONS.

IF YOU DO NOT ATTEND THE MANDATORY PRE-BID CONFERENCE YOUR BID SUBMISSION WILL NOT BE ACCEPTED.

Each bid must be accompanied by a bid guaranty in an amount equal to five percent (5%) of bid total amount your company is responding to.

A Performance and Labor Materials Payment Bond in an amount equal to one hundred (100%) percent of total Contract amount awarded must be submitted by the Awarded Contractor within fifteen (15) days after receipt of Notification of Award. The Notification of Award is the day Commission meeting is held to award the contract. The Procurement Department will notify the awarded firm of this date via a letter.

Your firm's bid submission shall be valid until such time as City Commission awards a contract as a result of this bid.

The City of Hallandale Beach reserves the right to waive technicalities or irregularities in bids at its discretion or to reject any or all bids. No Bidder may withdraw his or her bid within 120 days after the actual date of opening thereof.

END OF SECTION

**0010. MEDIA ADVERTISEMENT
LEGAL CLASSIFIED ADVERTISING
NEWS/SUN-SENTINEL
333 S.W. 12TH AVENUE
DEERFIELD BEACH, FL 33442**

Please insert the following Legal Notification in the Tuesday, April 16, 2013 issues of the NEWS/SUN-SENTINEL. Send certified copy of insertion to the City of Hallandale Beach, General Services/Purchasing Department.

**CITY OF HALLANDALE BEACH
400 SOUTH FEDERAL HIGHWAY
HALLANDALE BEACH, FL 33009
NOTICE TO BID
BID #FY2012-2013-005: PEDESTRIAN IMPROVEMENT PROJECT**

The City of Hallandale Beach will accept responses from qualified firms to provide goods and/or services identified in the specifications document.

The scope of work includes, but is not limited to: 4" Sidewalk; 6" Sidewalk; ADA Detectable Warning Installation; Asphalt Pavement Restoration; Sidewalk Removal; Regrading and Sod Restoration of Swales; Tree Removal and/or Relocation; Solid Traffic White Thermoplastic 12" Stripe, Surveying, Maintenance of Traffic, and Mobilization.

Firms must be advised that this Bid solicitation includes the following criteria as specified in the Bid package.

- Local Vendor Preference
- Small Business Enterprise (SBE) Business Utilization Plan

The CONTRACTOR shall furnish all labor, equipment, tools, incidentals and transportation which are necessary for the proper layout and completion of the work, as specified and shown on the design plans for this solicitation.

BUDGET: ESTIMATED BUDGET FOR THIS PROJECT IS \$450,000.00.

CONTRACT TERM: Completion shall be 240 days from project initiation date.

TO OBTAIN SPECIFICATIONS: Bids may be obtained through the City of Hallandale Beach Website at www.cohb.org/Bidnotifications.

BID BOND: Each bid must be accompanied by a bid guaranty in an amount equal to five percent (5%) of bid total amount your company is responding to.

MANDATORY PRE-BID CONFERENCE: There will be (1) Mandatory Pre-Bid Conference Scheduled Monday, April 29, 2013 at 11:00 AM at City of Hallandale Beach, City Hall, 400 South Federal Highway, City Commission Chambers, Hallandale Beach, FL 33009. You must attend and sign in at this meeting for your Bid to be accepted.

PLEASE REVIEW THE BID AND BRING YOUR QUESTIONS TO THE MANDATORY PRE-BID CONFERENCE SINCE IT WILL BE THE ONLY OPPORTUNITY TO ASK QUESTIONS. ALL VENDORS THAT RESPOND MUST MEET THE MINIMUM QUALIFICATIONS REQUIREMENTS SPECIFIED IN THE BID.

DUE DATE/TIME: Monday, May 13, 2013 TIME: NO LATER THAN 11:00 A.M. Late submittals will not be accepted or considered.

The City of Hallandale Beach, Florida reserves the right to waive any informality in any response and to reject any or all responses.

NOTE: ALL PROSPECTIVE RESPONDENTS ARE HEREBY CAUTIONED NOT TO CONTACT ANY MEMBER OF THE CITY OF HALLANDALE BEACH STAFF OR OFFICIALS OTHER THAN THE SPECIFIED CONTACT PERSON.



This 10th day of April, 2013
Lues, Andrea, Director
General Services Department

LIST OF ADMINISTRATORS

1.	CONTRACT ADMINISTRATOR
	Renee C. Miller, City Manager
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954) 457-1300
2.	ACTING DIRECTOR OF PUBLIC WORKS UTILITIES & ENGINEERING
	Earl King
	630 NW 2nd Street
	Hallandale Beach, Florida 33009
	(954) 457-1623
3.	GENERAL SERVICES/PURCHASING DIRECTOR
	Andrea Lues
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	954-457-1333 (OR)
4.	GENEAL SERVICES/SPECIALIST
	Joann Wiggins
	400 South Federal Highway
	Hallandale Beach, FL 33009
	954-457-1333
5.	CITY ENGINEER - REPRESENTATIVE
	Richard Labinsky, P.E.
	630 NW 2nd Street
	Hallandale Beach, FL 33009
	954-457-3042
6.	ENGINEER I
	Abidemi Ajayi, E.I.
	630 NW 2nd Street
	Hallandale Beach, FL 33009
	954-457-1621

TENTATIVE SCHEDULE

THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.

BID RELEASED TO SUN-SENTINEL	WEDNESDAY, APRIL 10, 2013
BID ADVERTISING DATE	TUESDAY, APRIL 16, 2013
BID DOCUMENT RELEASED	TUESDAY, APRIL 16, 2013
MANDATORY PRE-BID CONFERENCE	MONDAY, APRIL 29, 2013 AT <u>11:00 AM</u>
QUESTIONS	WILL BE ANSWERED AT THE MANDATORY PRE- BID CONFERENCE SCHEDULED ON <u>MONDAY, APRIL 29, 2013</u> <u>AT 11:00 AM</u>
BID DEADLINE FOR RECEIPT OF BIDS	<u>MONDAY, MAY 13, 2013</u> BY NO LATER THAN <u>11:00 AM</u>
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	TO BE DETERMIEND
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

END OF SECTION

CITY OF HALLANDALE BEACH INVITATION TO BID

NOTICE TO BIDDER: SEALED BIDS WILL BE RECEIVED ON THE DATE, AND AT THE PLACE, AND FOR THE ITEMS LISTED ON THE ATTACHED CITY BID FORMS. BIDS WILL BE PUBLICLY OPENED AT CITY HALL; CITY COMMISSION CHAMBERS IN THE PRESENCE OF BIDDERS AND CITY OFFICIALS. AFTER TABULATION AND REVIEW, AND WHEN REQUIRED, BIDS WILL BE PRESENTED TO THE CITY COMMISSION FOR AWARD OF CONTRACT AT A COMMISSION MEETING.

PURPOSE OF BID: THE CITY OF HALLANDALE BEACH INTENDS TO SECURE A SOURCE OF SUPPLY FOR ITEM(S) OR SERVICES(S) AT THE LOWEST PRICE AND IN BEST INTEREST OF THE CITY. PROMPT AND CONVENIENT SERVICE AND SHIPMENT BY THE SUPPLIER TO THE CITY. ANY FAILURE ON THE PART OF THE SUPPLIER TO COMPLY WITH THE ENSUING CONDITIONS AND SPECIFICATIONS SHALL BE REASON FOR TERMINATION OF CONTRACT. THE CITY RESERVES THE RIGHT TO MAKE AN AWARD TO THE SUPPLIER WHERE THE PRODUCT MEETS THE SPECIFICATIONS, TERMS AND CONDITIONS AND WHERE THE BID IS CONSIDERED TO BEST SERVE THE CITY'S INTEREST.

1. SUBMISSION AND RECEIPT OF BIDS:

- Bids to receive consideration, must be received on or prior to the specified time and date of bid opening, as designated in the bid.
- Unless otherwise specified, bidders MUST use the proposal form(s) or format furnished by the City, failure to do so may be cause for rejection of bid. Removal of any part of the bid items may invalidate bid.
- Proposal having any erasure or corrections MUST be initialed by the bidder in INK. Bids shall be signed in INK; all forms shall be typewritten or printed with pen and ink.
- **MANDATORY PRE-BID MEETING IS SCHEDULED ON MONDAY, APRIL 29, 2013 @ 11:00 A.M., AT CITY OF HALLANDALE BEACH, CITY HALL, 400 SOUTH FEDERAL HIGHWAY, CITY COMMISSION CHAMBERS, HALLANDALE BEACH, FL 33009.**
- **PLEASE REVIEW THE BID AND BRING YOUR QUESTIONS TO THE PRE-BID MEETING.**

BIDDER MUST SUBMIT:

RESPONSES MUST BE SUBMITTED AS FOLLOWS:

1. **BIDDERS ARE TO SUBMIT RESPONSES ON A THUMB DRIVE THAT IS SEARCHABLE IN ADOBE FORMAT. IN ORDER TO ASCERTAIN THAT THE BID PROPOSAL INFORMATION PROVIDED ON THE THUMB DRIVE CONTAINS DATA THAT ALLOWS THE REVIEWER TO PERFORM AN “EDIT” “FIND” PROCESS TO READ THE DATA/INFORMATION, PLEASE MAKE SURE THAT THE THUMB DRIVE IS TESTED BEFORE SUBMISSION. PROVIDE TWO (2) THUMB DRIVES WITH YOUR BIDDER’S SUBMITTAL.**
2. **ONE (1) ORIGINAL HARDCOPY (PAPER FORM) OF THE FIVE (5%) BID GUARANTEE BOND.**
3. **ONE (1) ORIGINAL HARDCOPY (PAPER FORM) OF THE SCHEDULED OF BID PRICE SHEET ON PAGE 61 OF BID SOLICITATION.**

THE BID PACKAGE MUST CONTAIN AND INCLUDE ALL BID PAGES. REMEMBER TO SIGN, NOTARIZE, AND ATTEST ALL REQUIRED PAGES.

ALL SUBMSSIONS ARE TO:
CITY OF HALLANDALE BEACH
CITY CLERK'S DEPARTMENT - EXECUTIVE OFFICES
400 S. FEDERAL HIGHWAY – 2ND FLOOR
HALLANDALE BEACH, FLORIDA 33009
TITLED: BID # FY 2012-2013-005: PEDESTRAIN IMPROVEMENT PROJECT

- **DATE/TIME OF BID OPENING: PLAINLY MARK ON THE OUTSIDE OF THE ENVELOPE, THE BID NUMBER AND NAME AND TIME AND DATE OF BID OPENING.**

IT WILL BE THE SOLE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE BID REACHES THE OFFICE OF THE CITY CLERK, CITY OF HALLANDALE BEACH ON OR BEFORE MONDAY, MAY 13, 2013 BY NO LATER THAN 11:00 AM.

2. PUBLIC BID DISCLOSURE ACT:

FLORIDA STATUE CHAPTER 218.80: City’s permits or fees, including, but not limited to all license fees, permits fees, impact fees, or inspection fees, payable by the contractor to the City are as follows: NOT REQUIRED FOR THIS PROJECT.

3. WARRANTIES FOR USAGE:

Whenever a bid is sought, seeking a source of supply for a specified period of time for materials or services, the quantities or usage shown are ESTIMATED ONLY. No guarantee or warranty is given or implied by the City as to the total amount that MAY OR MAY NOT be purchased from any resulting contract(s). These quantities are for bidders information ONLY and will be used for tabulation and presentation or bid and the City reserves the right to increase or decrease quantities as required.

4. BIDS ACCEPTANCE PERIOD:

Bidder warrants by virtue of bidding the prices, terms and conditions quoted in the bid, bid will remain firm and valid until such time as City Commission awards a contract as a result of this bid.

5. BID PROTEST PERIOD:

Protests

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 General Services Department. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed \$50,000.00, are not subject to protests.

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 General Services Department must be made no later than (10) calendar days of approval of a contract by City Commission.

Form and Content of Protest

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

General Services will provide a copy of the written protest to the City Attorney and other appropriate City staff.

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 City of Hallandale Beach in an amount equal to one percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than \$5,000.00. 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 General Services and or the City Commission, the filing fee shall be refunded to the protestor less any costs assessed under section "Costs" below.

Costs

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

Authority to resolve protests

The Director of General Services shall have the authority, subject to the approval of the City Manager and the City Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.

Special Magistrate

In the event the protest is not resolved by the Director of General Services, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Director of General Services' findings are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

6. DELIVERY POINT:

All items shall be delivered F.O.B. destination (i.e., at a specific City of Hallandale Beach address), and delivery costs (if any) will be included in the bid price. Failure to do so may be cause for rejection of the bid.

7. PAYMENT (TERMS):

Payment will be made ONLY after receipt and acceptance of materials/services.

8. BRAND NAMES:

If and whenever in the specifications a brand name, make name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quantity of materials ONLY. Since the City does not wish to exclude other competition and equal brands or makes, the phrases "OR APPROVED EQUAL" is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within the bid and to prove to the City that said product is equal to that specified and to submit brochures, samples and/or specifications in detail on item(s) bid. The City shall be the sole judge concerning the merits of bids submitted.

9. SAMPLES AND DEMONSTRATIONS:

Evidence in the form of samples may be requested when required if brand is other than specified. Such samples are to be furnished after the date of the bid opening only, upon requested by City, unless otherwise stated in the bid forms. If samples shall be requested, such samples must be received by the City no later than seven (7) days after formal request is made. When required, the City may request full demonstrations of any unit(s) bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to the City and if not used

in testing or destroyed, upon written request will within thirty (30) days of bid award be returned at the bidders expense.

10. QUALITY:

All materials for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be NEW. The items bid must be new, the latest model, of the best quality and highest grade workmanship.

11. ACCEPTANCE OF MATERIAL:

The item(s) delivered under this proposal shall remain the property of the seller until physical inspection and actual usage of the item(s) and/or services are made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with the specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller and return the product(s) to the seller at the seller's expense.

12. VARIATIONS TO THE SPECIFICATIONS:

For purposes of evaluation, bidder MUST indicate any variances from the City specifications, no matter how slight. If variations are not stated in proposal, it will be assumed that the product or service fully complies with City specifications, terms and conditions.

13. DELIVERY:

Time will be of essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made at the time specified on the bid proposal form.

14. DEFAULT PROVISION:

In case of default by the successful bidder contractor, the City of Hallandale Beach may procure the items or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned or incurred thereby.

15. PRICING:

Prices shall be stated in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid UNIT PRICE quoted will govern.

16. MANUFACTURE'S WARRANTIES:

All bidders shall provide manufacture's warranty on labor and materials prior to award. Such warranty will indicate time period of guarantee. In addition to manufacturer's warranty, bidders will also provide their own warranty on labor and materials.

17. COPYRIGHTS AND/OR PATENT RIGHTS:

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

18. SAFETY STANDARDS:

The bidder warrants that the service and products to the City conform in all respects to the standards set forth in the Occupational Safety & Health Act (O.S.H.A.) and its amendments; failure to comply with this condition will be considered a breach of contract.

19. TRENCH SAFETY ACT:

Bidders must be in compliance with requirements as outlined per Florida Statutes Chapter 553.60 through 553.64, if applicable to this project.

20. TAXES:

The City of Hallandale Beach, Florida is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 16-04199765-54C; United States Treasure Department I.R.S. No. 59-6000333, applies and appears on each City of Hallandale Beach Purchase Order. Exemption Certificate provided on request.

21. FAILURE TO QUOTE:

If you do not quote, please return the form, "UNABLE TO SUBMIT A BID", stating thereon and request that your name be retained on the City mailing list, otherwise, your name may be removed from the City bid mailing list.

22. MANUFACTURER'S CERTIFICATION:

The City of Hallandale Beach reserves the right to request from bidders, separate manufacturer certificate of all statements made in the proposal.

23. SIGNED BID CONSIDERED AN OFFER:

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Hallandale Beach, Florida and in case of default on the part of the successful bidder or contractor, after such acceptance, the City may take such action as it deems appropriate, including legal action, for damages or specific performance.

24. LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where bidders are required to enter onto City of Hallandale Beach property to deliver materials or perform work or services, as a result of bid award, the bidder will assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The bidder shall be liable for any damage or loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of a contract as a result of the bid.

25. RESERVATION FOR REJECTION AND AWARD:

The City of Hallandale Beach, reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re bids the required materials. The City also reserves the right to award the contract on such material the City deems will best serve its interests. City further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the City, unless otherwise stated. The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Department personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice.

26. PROCESSING OF RESPONSES TO BIDS AND PROPOSALS:

Sealed Bids or Proposals by the City of Hallandale Beach shall be opened, evaluated, negotiated and awarded, as applicable, in accordance with State Statutes, the City Charter, Code of Ordinances, and any City Administrative Policies. No company and/or firm may discuss procurement for goods or services with members of the City Commission per City Administrative Policy #2019.004/R12 – Purchasing Procedures, City Municipal Code of Ordinances and City Charter. Failure to comply may be cause for rejection of the proposal.

27. 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.

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. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

28. LOCAL PREFERENCE:

In the award of this bid and the determination of the lowest, responsive and responsible bidder, the City Commission may award a preference based upon vendors, contractors or subcontractors who are local and whose bid is within five percent (5%) of the apparent lowest bid with a preference in the following order:

- 1) First, to bidders who maintain a place of business within the City of Hallandale Beach limits. Vendor is to submit with the bid package proof of Florida Department of State Division of Corporation (Sunbiz) Annual Report issued one (1) year prior to bid submission for the appropriate goods, services or construction to be purchased; or
- 2) Second, to bidders who maintain a place of business within the County of Broward. Vendor is to submit with the bid package proof of Florida Department of State Division of Corporation (Sunbiz) Annual Report issued one (1) year prior to bid submission for the appropriate goods, services or construction to be purchased; or
- 3) Third, to bidders who maintain a place of business with the State of Florida. Vendor is to submit with the bid package proof of Florida Department of State Division of Corporation (Sunbiz) Annual Report issued one (1) year prior to bid submission for the appropriate goods, services or construction to be purchased.

29. CONE OF SILENCE:

Per Section 2.3 (e) of the City of Hallandale Beach Code of Ordinances, Lobbyists shall cease all contact and communication with the City Commission forty-eight hours before the date set for a decision on a matter, unless contacted by a City Commissioner. No City board, agency or committee shall have contact forty-eight hours before the date set for a decision on a matter.

Per Chapter 23, Section 23-105 of the City of Hallandale Beach Code of Ordinances and the City's Protocol Manual, Section 3 H., the City Commission shall not be involved in the preparation, submittal and evaluation of bids, request for proposals and other purchases, including attendance at or participating in presentations to or deliberations

by a selection committee or contact with persons, firms, organizations, and corporations submitting bids or proposals to the City.

30. LOBBYIST REGISTRATION:

Registration:

Every lobbyist shall file the registration with the City Clerk's office on the form provided by the City. Under no circumstances shall a lobbyist working for the City lobby the City Commission.

Annual registration:

Commencing January 1, 2005, and annually thereafter, every lobbyist shall submit to the City Clerk's office a signed statement under oath identifying themselves and their respective principals or clients and/or the party they represented on city matters over the past year or in accordance with administrative policy. Such annual disclosure statements shall be submitted on the form provided by the City Clerk's office. A fee of \$100.00 shall be paid to the city for annual lobbyist registration.

31. QUALIFICATIONS AND EXPERIENCE:

Provide at least three references familiar with your work experience and expertise in this area. Please provide the name, address and phone number of each reference.

32. SILENCE OF SPECIFICATIONS:

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.

33. BID ATTACHMENTS:

A bid response to an Invitation-To-Bid, which has attached a condition of sale or any other attachments, which alters the specifications, conditions, term or makes it subordinate, may be cause for rejection.

34. INSURANCE REQUIREMENTS FORM CONTRACT:

ARTICLE 5: PAGES [72] THROUGH PAGES [74].

35. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

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 course of providing any services funded in whole or in part by CITY, 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 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.

36. SCRUTINIZED COMPANIES

The City, 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 City if the company 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.

37. Small Business Enterprise (SBE) Business Utilization Plan

A business that is currently certified under the Broward County Small Business Enterprise program, pursuant to Chapter 20, Article XIV, Code of Metropolitan Broward County.

The City encourages all who respond to this bid to utilize or make good faith efforts to utilize SBE Firms that are certified under the Broward County SBE program.

38. ENCLOSURES/ATTACHMENT REQUIREMENTS:

✓	ONE (1) COMPLETE SET OF GENERAL INSTRUCTIONS
✓	DRUG-FREE WORKPLACE FORM
✓	BID/TENDER FORM
✓	SCHEDULE OF BID PRICES
✓	PUBLIC ENTITY CRIME FORM
✓	SUPPLEMENT TO BID/TENDER FORM
✓	TECHNICAL SPECIFICATIONS
✓	BID BOND
✓	FORM CONTRACT – INCLUDING INSURANCE REQUIREMENTS

39. BID GUARANTEE AND BOND REQUIREMENTS:

✓	a) Bid Guarantee. Each bidder shall submit with his/her bid, a bid guarantee in the form of a Certified Check, Cashier's Check, Bid Bond in the amount of five percent (5%) of the total bid price, payable to the City of Hallandale Beach.
✓	b) Performance Bonds and Payment Bond Form: A Performance Bond and Payment Bond in an amount equal to one hundred (100%) percent of total Contract amount awarded must be submitted by the Awarded Contractor within fifteen (15) days after receipt of Notification of Award. The Notification of Award is the day Commission meeting is held to award the contract. Performance and Payment Bond: The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price.

00100. INSTRUCTIONS TO BIDDERS

1. General: The following instructions are given for the purpose of guiding Bidders in properly preparing their bids. These instructions have equal force and weight with other portions of the Bid project document and strict compliance is required with all the provisions contained herein.

2. **BIDDER'S MINIMUM QUALIFICATION REQUIREMENTS:**

- **Proposer's Firm must have and/or demonstrate the equivalent of five (5) years of continuous experience and have provided the scope of work as outlined in this bid. Please provide a copy of your firm's Sunbiz to confirm the numbers years of incorporation. Sunbiz website is <http://www.sunbiz.org/search.html>.**

The City Engineer and Project Manager will make the responsibility determination.

YEARS OF EXPERIENCE REQUESTED ARE INTENDED TO ESTABLISH IF THE RESPONDENT IS CAPABLE TO PROVIDE THE SERVICES AND SCOPE SOLICITED.

3. **Purpose:** The City of Hallandale Beach, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to Upgrade the Water main located on South Ocean within the City limits, from a 12" Water main to a 16" Water main.

4. **Scope of Work:** The work set forth within these bid documents includes the furnishing of all labor, materials, equipment, services and incidentals for the construction of Public Works Improvements as shown on the drawings and specified herein.

5. **Scheduled of Work Hours: Normal Business Hours (8 am to 5 pm weekdays).** Subject to change based on project requirements.

6. **Location of Work: Within the limits of City of Hallandale Beach, Florida.**

6.1. **Additional Information:** The City of Hallandale Beach is a City Manager/City Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 35,000. The City's fiscal year begins October 1st and ends September 30th.

7. **Examination of Bid project document and Site:** It is the responsibility of each Bidder before submitting a Bid, to:

7.1. Examine the Bid project document thoroughly,

- 7.2. Visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the work,
- 7.3. Consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work,
- 7.4. Study and carefully correlate Bidder's observations with the Bid project document, and
- 7.5. Notify City of all conflicts, errors or discrepancies in the Bid project document.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception the Bid is premised upon performing and furnishing the work required by the contract documents and such means, methods, techniques, sequences of procedures of construction as may be indicated or required by the contract documents, and that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

8. **Interpretations:** All questions about the meaning or intent of the Bid project document are to be directed to the CITY. Interpretations or clarifications considered necessary by the CITY in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by CITY as having received the Bidding Documents. Depending upon whether time permits, questions received less than ten days prior to the date of the opening of Bids may or may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
9. **Submitting Bids:** All bids must be received at the City of Hallandale Beach, City Clerk's Department – Executive Offices, 400 South Federal Highway, 2nd Floor, Room 239, Hallandale Beach, Florida 33009, before the time and date specified for bid opening, enclosed in a sealed envelope, legibly marked on the outside.
10. **Printed Form of Bid:** All bids must be made upon the blank bid tender form attached hereto and should give the price in strict accordance with the instructions thereon. The bid must be signed and acknowledged by the Bidder in accordance with the directions on the bid form.
11. **Bid Guaranty:** All bids shall be accompanied by either a bid bond executed by a Surety company meeting the qualifications for Surety companies by certified check, cashier's check, irrevocable letter of credit, treasurer's check or bank draft of any national or state bank (United States), in an amount equal to 5 percent (5%) of the total bid price, payable to the City of Hallandale Beach and conditioned

upon the successful Bidder executing the Contract. A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED VALID BID GUARANTY. Guaranty of the successful Bidder shall be forfeited to the City of Hallandale Beach not as a penalty, but as liquidated damages for the cost and expense incurred should said Bidder fail to provide the required Insurance Certificate, or fail to comply with any other requirements set forth herein. Bid Guaranties of the unsuccessful Bidders will be returned after award of Contract.

Qualification of Surety: For projects of \$500,000.00 or less, the City may accept a Bid Bond from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code. The Certificate and Affidavit so certifying should be submitted with the Bid Bond.

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

12. **Acceptance or Rejection of Proposals:** The City reserves the right to reject any or all bids. Reasonable efforts will be made to promptly award the Contract after bid opening date. A Bidder may withdraw his/her bid in writing to: City of Hallandale Beach, General Services (Purchasing) Department, 400 South Federal Highway, Room 242; Hallandale Beach, Florida 33009. **ATTENTION:** **BID #FY2012-2013-005 WITHDRAWAL.**
13. **Time for Executing Contract and Providing Required Documentation:** Any Bidder whose bid is awarded shall furnish the required Certificate(s) of Insurance, Performance and Payment Bond, etc. within fifteen (15) calendar days after receipt of Notice of Award. Upon the failure of the Bidder to execute provide the required Certificate(s) of Insurance, Performance and Payment Bond, etc. within fifteen (15) calendar days of the Notice of Award, shall forfeit the Bid Guaranty.
14. **Contract Time:** The number of days or the date stated in Article 2 - Contract Time, of the Contract.
15. **Liquidated Damages:** Provisions for liquidated damages, if any, are set forth in Article 2 of the Contract.
16. **Determination of Award:** Except where the CITY exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the contract shall be awarded by the CITY to the responsible Bidder who has submitted either the lowest responsive bid or the lowest responsive bid on the base bid including such alternates as the CITY determines to be in its own best

interests depending upon whichever is applicable to the particular bid. These Contract Documents may include additional terms and conditions required by federal or state grantor agencies.

In the event of any discrepancy between the grantor agency's regulations and the CITY'S regulations, the more stringent regulations concerning the determination for award shall apply.

17. Price: The price is to include the furnishing of all labor, materials, equipment including tools, services, permit fees and applicable taxes, necessary or proper for the completion of the work except as may be otherwise expressly provided in the Bid project document. The cost of any item(s) of work which is not covered by a definite contract unit price or lump sum price shall be included in the contract unit price or lump sum price to which the item(s) is most applicable.
18. Postponement of Date for Presenting and Opening of Bids: The CITY reserves the right to postpone the date for receipt and opening of bids and will make a reasonable effort to give at least seven days written notice of any such postponement to each prospective Bidder.
19. Qualifications of Bidders: Bids shall be considered only from firms normally engaged in performing the type of work specified within the Bid Project Document. Bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the CITY.

In determining a Bidder's responsibility and ability to perform the contract, the CITY has the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Bidder.

At the time of submitting the bid, Bidder must be in compliance with Chapter 9 of the Broward County Code of Ordinances and the laws of the State of Florida as they relate to Certificates of Competency. Each Bidder should submit with the bid a copy of his or her Certificate of Competency. If your firm does not have the certificate of competency you can Go to Broward County Ordinances link and click Chapter 9 for requirements.

<http://www.municode.com/resources/gateway.asp?pid=10288&sid=9>

The Director of the General Services/Purchasing Department shall determine whether the evidence of bidder responsiveness is satisfactory and will make awards only when such evidence is deemed satisfactory.

The City of Hallandale Beach reserves the right to reject bids when evidence indicates Bidder's inability to perform the contract.

20. Addenda and Modifications: All addenda and other modifications to the construction documents made prior to the time and date of bid opening shall be issued as separate documents identified as changes to the Bid project document. CITY shall make reasonable efforts to issue addenda within seven days prior to bid opening.

If any addenda are issued, the City will attempt known prospective Bidders. Addenda to this solicitation will be posted on the Division's webpage www.cohb.org/Bidnotifications, the Bidder's responsibility to check the website or contact the General Services/Purchasing Department prior to the proposal submittal deadline to ensure that the Bidder has a complete date package.

21. 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.
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 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 CITY ENGINEER.

Until acceptance of the work by the CITY, 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.

22. RETAINAGE:

The Contractor agrees that ten percent (10%) of monies earned by Contractor shall be retained by City until fifty percent (50%) completion of the project. After 50% completion of the project and prior to Final Payment, City shall retain five percent (5%) of monies earned by Contractor. The City 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 City or Contractor.

23. Vendor Note: State of Florida Divisions of Corporation (Sunbiz). If the company president does not sign the (Bid) Contract, there must be a Secretary's Certificate Form provided to the City of Hallandale Beach, Florida indicating designee signing has the authority to sign.

All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Broward County, Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this agreement, without regard to Florida's conflict of law's principles. Trial by jury is hereby waived by the parties.

END OF SECTION

00130. 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.

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

DATE:	BIDDER'S SIGNATURE:
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00200. DEFINITIONS:

1. Definitions: Whenever the following terms or pronouns in place of them appear in the Bid Documents, the intent and meaning shall be interpreted as follows:
2. As Built: or record drawings are the official graphic representation of the construction project depicting the work as it was constructed.
3. Bid Takeoff: The final estimate, tabulation, or worksheet prepared by the contractor in anticipation of the bid submitted, and which shall reflect the final bid price.
4. Bidder: Any individual, firm, qualified joint venture or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.
5. Bond: A bid, performance, or payment guarantee issued by and, on the form provided by the CITY (where applicable), written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida, with a rating by AM Best Company of "A" or better, "Class V".
6. Change Order: A written document ordering a change in the Contract Price or Contract Time or a Material Change in the Work.
7. CITY or Owner: City of Hallandale Beach, Florida, a Municipal Corporation which is a party hereto and for which this Contract is to be performed. In all respects hereunder, CITY'S performance is pursuant to CITY'S capacity as the owner of a construction project. (In the event CITY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to City's regulatory authority as a governmental body and shall not be attributable in any manner to CITY as a party to this Contract.)
8. City Commission: The City Commission of the City of Hallandale Beach, Florida, its successors and assigns.
9. City Engineer: The City Engineer or designee employed full time by the City and assigned to specific aspects of the project
10. Claim: Any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, extension of contract time, property, or services made to any employee, officer, or agent of the CITY, or to any contractor, grantee, or other recipient if any portion of the money, time extension, property, or services requested or demanded was or will be issued from, or was provided by the CITY.
11. Consultant: To be determined on a project basis.

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12. Contract: The part or section of the Contract Documents addressing some of the rights and duties of the parties hereto, including but not limited to contract time and liquidated damages, and the General Conditions of the Contract.
 13. Contract Administrator: The City Engineer or Designee expressly designated as Contract Administrator in writing by the Director of Public Works, Utilities and Engineering.
 14. Contract Documents: The Bid Documents including drawings (plans) and specifications, the Notice for Bids, Addenda, if any, to the Bid Project Document, the Bid Tender Form, the record of the award by the City, the Performance Bond and Payment Bond, the Notice of Award, the Notice to Proceed, the Notice to Proceed with the Work, the Purchase Order, Change Orders, Field Orders, Supplemental Instructions, and any additional documents the submission of which is required by this Bid Documents and the Contract are the documents which are collectively referred to as the Contract Documents.
 15. Contract Price: The original amount established in the bid submittal and award by the City, as may be amended by Change Order.
 16. Contract Time: The original time between commencement and completion, including any milestone dates thereof, established in Article 2 of the Contract, as may be amended by Change Order.
 17. CONTRACTOR: The person, firm, qualified joint venture, or corporation with whom the City of Hallandale Beach has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of CONTRACTOR shall be deemed to be a reference to CONTRACTOR.
 18. Final Completion: The date certified by CITY ENGINEER that any documents and all required by the Contract Documents have been received by CITY ENGINEER; any other documents required to be provided by CONTRACTOR have been received by CITY ENGINEER; and to the best of CITY ENGINEER's knowledge, information and belief the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.
 19. Notice To Proceed: Written notice to CONTRACTOR authorizing the commencement of work as provided for by the Contract.
 20. Plans and/or Drawings: The official graphic representations of this Project, which are a part of the Bid Documents.

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21. Project: The construction project described in the Contract Documents, including the Work described therein.
 22. Project Initiation Date: The date upon which the Contract Time commences.
 23. Small Business Enterprise: Broward County's SBE program to encourage local small businesses to do business with Broward County. For more information on the SBE Program or to apply in person, qualified small business owners should call the County's Office of Economic and Small Business Development at 954-357-6400 for an appointment.
 24. Schedule of Bid Prices: A listing of elements, systems, items, Acceptance Testing and Training, or other subdivisions of the work, establishing a value for each, the total, of which equals the contract sum. The Schedule of Bid Prices establishes the cash flow for the Project.
 25. Subcontractor: A person, firm, qualified joint venture, or corporation having a direct contract with CONTRACTOR including one who furnishes material systems, or assemblies worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.
 26. Substantial Completion: The date certified by CITY ENGINEER when all the Work is sufficiently complete in accordance with the Contract Documents so the Project is available for beneficial occupancy by CITY.
 27. Surety: The surety company or person which is bound by the performance bond and payment bond with and for CONTRACTOR who is primarily liable, and which surety company or person is responsible for CONTRACTOR's satisfactory performance of the work under the contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
 28. Work: The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by CONTRACTOR to fulfill CONTRACTOR's obligations. The Work may constitute the whole or a part of the Project.

END OF SECTION

00300. BID/TENDER FORM

SUBMITTED BY:
DATE:

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

The Bidder further declares that he has examined the site of the work and informed himself fully of all conditions pertaining to the place where the work is to be done; that he has examined the Bid Project Document and all addenda thereto furnished before the opening of the bids, as acknowledged below; and that he has satisfied himself about the work to be performed; and that he has submitted the required Bid Guaranty and the Small Disadvantaged Business Enterprise forms (if required) and all other required information with the bid.

The Bidder agrees, if this bid is accepted, to contract with the City of Hallandale Beach, a political subdivision of the State of Florida, on the form attached hereto, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the work covered by this bid and other Contract Documents for the project entitled:
BID # FY 2012-2013-005: PEDESTRIAN IMPROVEMENT PROJECT.

The undersigned further agrees that the Bid Guaranty accompanying the bid shall be forfeited if he fails to furnish the required Performance and Labor Materials Payment Bond or fails to furnish the required Certificate(s) of Insurance within fifteen (15) days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the CITY. In the event of a discrepancy between the price bid in figures and the price bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the bid is to be multiplied by the stated quantity requirements in order to arrive at the total.

The Bidder certifies that no principals or corporate officers of the firm were principals or corporate officers in another firm at the time such other firm was suspended within the last two years from doing business with CITY; except as stated below:

ADDENDUM ACKNOWLEDGEMENT is hereby made of the following addenda (identified by number) received since issuance of the Bid Project Document:

ADDENDUM NUMBER:	DATE ISSUED:

Attached is a Bid Bond for the sum of _____
 _____ Dollars (\$ _____).

The Bidder shall acknowledge this bid by signing and completing the spaces provided below.

NAME OF BIDDER:	
ADDRESS:	
CITY:	
STATE:	
ZIP CODE:	
TELEPHONE NUMBER:	
EMAIL ADDRESS:	
TYPE OR PRINT SUNBIZ AUTHORIZED PERSON NAME:	
SOCIAL SECURITY NO. OR FEDERAL ID NUMBER:	
BRADSTREET NO.: (IF APPLICABLE)	

If a partnership, name and addresses of partners:

Sign below if not incorporated)

(Type or Print Name of Bidder)

WITNESSES:

(Signature)

(Type or Print Name of Signed Above)

(Sign below if incorporated)

(Type or Print Name of Corporation)

ATTEST:

Secretary

(Signature and Title)

(CORPORATE SEAL)

(Type or Print Name Signed Above)

Incorporated under the laws of the State of: _____
(Signature)

Type or Print Name of Signed Above)

00320. PUBLIC ENTITY CRIME FORM

NOTICE TO BIDDERS

**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 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, suppliers, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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 _____, 2013

**00400. SUPPLEMENT TO BID/TENDER FORM
(QUESTIONNAIRE SHOULD BE SUBMITTED WITH BID)**

QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1.	How many years has your organization been in business as a Contractor?
2.	What is the last project of this nature that you have completed?
3.	Have you ever failed to complete the work awarded to you? If so, where and why?
4.	Provide three (3) references of projects of a similar size, scope and complexity that have been completed by your company with the last five (5) years. Provide the name of company/owner/business, contact name of individual and his role/title, address of the company, and telephone number.

5.	List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures).
----	--

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion To Date

(Continue list on insert sheet, if necessary)

6.	Has the Bidder or his or her representative inspected the propose project and does the Bidder have a complete plan for its performance?
7.	Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

8.	What equipment do you own that is available for the work?
9.	What equipment will you purchase for the proposed work?
10.	What equipment will you rent for the proposed work?

11.	State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.
12.	State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a trade name, state the names of the individuals who do business under the trade name).
12.1	The correct name of the Bidder is
12.2	The business is a (Sole Proprietorship); (Partnership); (Corporation).
12.3	The address of principal place of business is
12.4	The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

12.5.	List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.
12.6	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.
12.7	List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).
12.8	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification number; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

12.9	List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor or organization(s) were defendants.
12.10	Has the Bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

00850. DRAWINGS & EXHIBITS INDEX

PEDESTRIAN IMPROVEMENT PROGRAM: ADA RAMP/SIDEWALK BASE PLAN INVENTORY

SHEET NO.	INDEX	DESCRIPTION
1.	N/A	Cover Sheet
2.	N/A	General Notes and Details
3.	N/A	Base Plan Inventory (NW)
4.	N/A	Base Plan Inventory (SW)
5.	N/A	Base Plan Inventory (NE)
6.	N/A	Base Plan Inventory (SE)

00900. ADDENDA AND MODIFICATIONS:

If any addenda are issued, the City will attempt notify prospective Bidders. Addenda to this solicitation will be posted on the Division's webpage www.cohb.org/Bidnotifications. It is the Bidder's responsibility to check the website or contact the General Services/Purchasing Department prior to the proposal submittal deadline to ensure that the Bidder has a complete bid package.

TECHNICAL SPECIFICATIONS

SECTION 1: SCOPE OF WORK

The CONTRACTOR shall furnish all labor, material, equipment, tools, personnel, and incidentals, maintenance of traffic, mobilization and transportation which are necessary for the proper layout and completion of the work, as specified. The work included in these technical specifications, the project plans and in this contract. All work under this contract is within the City of Hallandale Beach City limits property.

Proposer shall provide a copy of the Florida State License issued to the business for the profession/trade, if applicable. Submit copies of license(s).

Proposer shall provide a copy of the Broward County License issued to the business for the profession/trade, if applicable. Submit copies of license(s).

Proof that sufficient staff is available to provide the required services specified in the Bid.

Provide five (5) references of projects of a similar size, scope and complexity to this Bid that have been completed by your company within the last five (5) years. For each project provide the name of company/owner/business for which the services were provided, contact name of individual and his or her role/title, address of the company, and telephone number. The City will call the names provided for references.

Identify the name of the Project Manager for your firm that will be available to be reached during normal working hours, as well as, for after hours, weekends and emergencies.

THE WORK INCLUDES BUT IS NOT LIMITED TO:

- Mobilization
- Maintenance of Traffic
- 4" Sidewalk
- 6" Sidewalk
- ADA Detectable Warning Installation
- Asphalt Pavement Restoration
- Sidewalk Removal
- Regrading and Sod Restoration of Swales
- Tree Removal and/or Relocation
- Solid Traffic White Thermoplastic 12" Stripe
- Surveying

SECTION 2: LOCATION OF WORK

All work under this contract is within the City of Hallandale Beach right-of-way.

SECTION 3: GENERAL NOTES

- 3.1 The following listed documents are incorporated by reference and the applicable portions thereof are made a part of this contract as supplemented and amended by the provision of this contract.
- a) Florida Department of Transportation STANDARD SPECIFICATION for Road and Bridge Construction 2000, hereinafter called FDOT SSR & BC
 - b) Manual on Uniform Traffic Control Devices, current edition, including Part VI, Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility and Incident Management Operations, (current Edition of MUTCD, Millennium Edition).
 - c) FDOT Roadway and Traffic Design Standards, 2000.
- 3.2 The CONTRACTOR shall perform removal and disposal of all materials in a manner consistent with all local, state and federal regulations, and to the satisfaction of the CITY ENGINEER. No materials shall be disposed of at the jobsite.
- 3.3 Where FDOT specifications are referenced, it is to be understood that these specifications are to be used only as applicable and the applicability of any specification shall be determined by the CITY ENGINEER.
- 3.4 Where specific materials or manufactures are referenced, alternatives will be considered upon written request, but it shall remain the prerogative of the CITY ENGINEER to approve or disapprove any materials or manufacturer without explanation. All materials approved by the CITY ENGINEER are to be used per manufacturer's instructions and requirements. This includes any required training and supervision typically on the first installation.
- 3.5 For each task described in the technical specifications there may be materials listed. These materials are intended to be the major material items, and do not necessarily constitute a complete listing. The CONTRACTOR shall be responsible for including in his bid all the items which the CONTRACTOR can reasonably be expected to have recognized the need for. No change in the bid price shall be claimed due to absence of reference to such material from this document.
- 3.6 Quantities shown in bid documents are estimated. The CITY does not guarantee any maximum of minimum quantity, any range of quantities, or the exact quantities shown for each item to be bid. The actual reimbursement to the CONTRACTOR is based on the unit bid prices of the actual amount of work authorized for completion and approved by the CITY ENGINEER.

SECTION 4: SIDEWALK CONSTRUCTION OR RE-CONSTRUCTION

- 4.1 All sidewalks constructed shall meet the requirements of the Florida Accessibility Code for Building Construction, latest edition, and Section 522 of the FDOT-SSR&BC, latest edition, for concrete sidewalk, except sawed construction joints will not be permitted and 3,000 p.s.i. concrete (28 days) shall be used.
- 4.2 Sidewalk width shall be five (5) feet, and the thickness shall be four (4) and six (6) inches. For sidewalk six (6) inch thickness require a W6xW6-10x10 wire reinforcement, unless otherwise noted on design plans. Where new sidewalk abuts existing sidewalk, a fifteen (15) foot transition section shall be provided if existing sidewalk is less than or greater than five (5) feet wide.
- 4.3 Sidewalk elevation shall match existing sidewalks or existing grades and the pitch shall be 1/4 inch per foot toward the road. Elevation may be adjusted, based on the existing grade, as approved by the CITY ENGINEER or his designee.
- 4.4 Existing good sidewalks, as determined by the CITY ENGINEER or his designee, will remain. It shall be the responsibility of the CONTRACTOR to provide protection of all existing pavements, sidewalks, irrigation lines and other improvements within the work area. All damage to existing sidewalks and any irrigation lines resulting from the CONTRACTOR'S methods of operation shall be repaired by the CONTRACTOR at no additional cost to the CITY.
- 4.5 The CONTRACTOR shall be responsible for survey work required for establishing proper layout, elevations and grades as noted on the design plans and shall provide the City with a set of certified as-built plans. The survey work and certified as-built plans shall be considered incidental to pay item work.
- 4.6 All new sidewalks shall be placed on the property line unless otherwise indicated on design plans or as directed by the CITY ENGINEER or his designee.
- 4.7 Where necessary, 6" sidewalk with W6xW6-10x10 wire reinforcement must be installed at all driveways, and sidewalk ramps to edge of pavement and/or as shown on the design plans.
- 4.8 As incidental to the bid prices submitted, the CONTRACTOR shall collect from the Department of Utilities and Engineering and install prefabricated adjuster inserts for manholes, valve-boxes, meter boxes, and inlets on areas where sidewalks will be installed under this contract. Also as incidental to the bid prices submitted, the CONTRACTOR shall provide the necessary material to adjust the sanitary sewer clean-outs on areas where sidewalks will be installed under this contract. It is the CONTRACTOR'S responsibility to ensure that the finished surface of all new sidewalks is flush with the adjusted manhole covers, valve boxes, inlets, and sanitary sewer clean-out caps to within 1/16". Also, as incidental to the bid prices

submitted, the CONTRACTOR shall adjust the heights of existing fence gates when the new sidewalk elevation conflicts with their use.

4.9 Measurement and Payment

Payment will be on a square yard basis for 4-inch thick sidewalks and for 6-inch thick sidewalk with wire reinforcement, and will be "in full" compensation for the excavation, removal, and disposal of any existing material (including sod, small to medium trees, bushes, hedges, concrete, existing concrete sidewalk, asphalt, etc.) and for any fill required to bring sidewalk to required elevation, for the installation of adjuster inserts for manholes, valve-boxes, meter boxes, inlets, and sanitary sewer clean-outs, for adjusting the height of existing fence gates, all as specified herein, and for providing required traffic control and barricades in accordance with the FDOT-SSR&BC and as directed by the CITY ENGINEER or his designee.

SECTION 5: STRIPING

Pavement marking shall be in accordance with FDOT SSR&BC, Sections 706 & 711, latest edition. Striping shall be 12" wide thermoplastic unless otherwise noted on the plans.

5.1 Materials

Thermoplastic paint shall be in accordance with the requirements as indicated in Section 711 of the FDOT Specifications. Color shall be white or yellow as shown on the plans. All handicap markings are to be painted blue.

5.2 Installation

Striping shall be placed on clean dry surfaces and in accordance with FDOT standards. Equipment shall be of a type and design which will readily obtain the required uniformity of application of the pavement markings both as to thickness of coating and as to alignment. Drips and spattered paint shall be removed. Any striping to be removed shall be done so as not to damage the underlying pavement.

5.3 Measurement and payment

Payment will be on a lineal footage basis and will be "in full" compensation for furnishing all new materials, equipment and labor to complete the construction and for providing required traffic control and barricades in accordance with the FDOT-SSR&BC and as directed by the CITY ENGINEER or his designee.

SECTION 6: ASPHALT PAVEMENT RESTORATION

- 6.1 New asphalt pavement shall be constructed in accordance with the design plans and/or where directed by the CITY ENGINEER or his designee.
- 6.2 The excavation and satisfactory disposal of all materials necessary for the construction of the new pavement shall be in accordance with Section 120 of the FDOT-SSR&BC, latest edition.
- 6.3 Where applicable, existing asphalt shall be saw cut and asphalt and stone base removed as directed by CITY ENGINEER or his designee.
- 6.4 Where applicable, existing asphalt and stone base is to be excavated, removed, and disposed of by CONTRACTOR at CONTRACTOR'S expense.
- 6.5 Materials
 - a) Base course shall be crushed Limerock Miami Oolite and shall conform to the requirements of Sections 200 and 911 of the FDOT-SSR&BC, latest edition.
 - b) Asphaltic concrete surface course shall be Type S-III, as set out in Section 331 of the FDOT-SSR&BC, latest edition. A tack coat shall be used between paving courses and prime coat shall be used on the finished rock base.
 - c) Preparation, transportation and method and procedure for laying the surface course shall be in accordance with Section 330 of the FDOT-SSR&BC, latest edition. All surfaces shall be laid to proper grade, crown, and crossfall. All deficiencies in the surface shall be cut out and be placed or corrected as directed by CITY ENGINEER or his designee. The edges of all new surfaces shall be transitioned into existing surfaces smoothly.
- 6.6 Installation
 - a) The top 12" of the sub-grade shall be compacted to a minimum of 100% of the maximum density (AASHTO T-99). All sub-grade material shall have an L.B.R. of 40 minimum.
 - b) Base course material for paved areas shall be a minimum thickness of eight (8) inches placed in two layers.
 - c) Base course shall be compacted to 98% of the maximum density as per AASHTO T-180.
 - d) Installation of 1-1/2" asphalt wearing surface shall conform with the requirements of the FDOT-SSR&BC for S-III asphaltic concrete.

- e) Existing asphalt, where required, shall be saw-cut in a continuous straight line to form a butt joint with the new asphalt.

6.7 Testing

- a) The finished surface of the base and that of the wearing surface shall not vary more than 1/4" from the templet. Any irregularities exceeding this limit shall be corrected. Any areas of new pavement where storm drainage has been installed under this Contract which experiences ponding one (1) hour after cessation of rainfall greater than one (1) square yard or deeper than 1/2" shall be corrected at the CONTRACTOR'S expense.
- b) Density tests shall be taken by an independent testing laboratory certified by the State of Florida and approved by the CITY ENGINEER or his designee and shall be paid for by the CONTRACTOR. A compaction test shall be performed for every section of new pavement and at least one (1) test for every 250 square yards of new pavement.
- c) Compaction test reports of sub-grade and base rock shall be submitted for approval to the CITY ENGINEER or his designee prior to installation of final asphaltic wearing surface.

6.8 Measurement and Payment

Payment will be on a square yard basis and will be "in full" compensation for excavation and disposal of existing material, for furnishing all new materials, for mixing, hauling, compacting, and testing new pavement, and for providing required traffic control and barricades in accordance with the FDOT-SSR&BC and as directed by the CITY ENGINEER or his designee.

SECTION 7: CONCRETE PAVEMENT RESTORATION

- 7.1 New concrete pavement shall be constructed in accordance with the design plans and/or where directed by the CITY ENGINEER or his designee.
- 7.2 Concrete pavement will be 6" thick with W6xW6-10x10 wire reinforcement.
- 7.3 The concrete shall be Class II. The concrete and reinforcement shall meet the requirements of Section 346 of the FDOT-SSR&BC, latest edition, except 3,000 p.s.i concrete (28 days) shall be used.
- 7.4 Where applicable, existing concrete shall be saw cut and concrete and stone base removed as directed by CITY ENGINEER or his designee.

- 7.5 Where applicable, existing concrete and stone base is to be excavated, removed, and disposed of by CONTRACTOR at CONTRACTOR'S expense.
- 7.6 The finished surface shall not vary more than 1/4" from the templet. Any irregularities exceeding this limit shall be corrected. Any areas of new concrete pavement where storm drainage has been installed under this Contract which experiences ponding one (1) hour after cessation of rainfall greater than one (1) square yard or deeper than 1/2" shall be corrected at the CONTRACTOR'S expense.

7.7 Measurement and Payment

Payment will be on a square yard basis and will be "in full" compensation for excavation and disposal of existing material, for furnishing all new materials, for mixing, hauling, compacting, and testing new pavement, and for providing required traffic control and barricades in accordance with the FDOT-SSR&BC and as directed by the CITY ENGINEER or his designee.

SECTION 8: REGRADING AND SODDING

- 8.1 This item shall consist of excavation, grading, labor, material and equipment necessary to furnish and place sod, in accordance with the design plans and specifications. Excavation and disposal of excess material sufficient to produce a finished swale meeting the cross section criteria as specified in design plans details or directed by the CITY ENGINEER or his designee.
- 8.2 The area to be sodded shall be leveled and prepared to provide a smooth, even surface. All stones, roots and other debris over 2" in largest dimension shall be removed. If limerock, muck or any unsuitable material is found, it must be removed and replaced with acceptable topsoil material(max depth 2'). The surface shall be loosened to provide a proper bed of sand on black dirt. No compaction of swale areas will be allowed. Thickness of sod of two (2) inches should be taken into consideration when preparing swales, and the finished top of new sod must be one (1) inch below the surface of adjoining pavement.
- 8.3 Any medium or large tree or permanent structure within the area to be regraded and sodded must remain in place and regrading of area around the tree or structure must be such the slope around the tree or structure does not exceed a 15-degree angle. Bushes and hedges shall be removed and disposed of unless directed otherwise by the CITY ENGINEER or his designee.
- 8.4 Sod must be placed within 72 hours from excavating and preparing swale. In the event rain erodes surface of swales, the area must be prepared again to provide a smooth, even surface and surface shall be loosened again to provide a proper bed of sand and black dirt at no additional cost to the CITY.

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- 8.5 Sod material shall be strongly rooted St. Augustine Floratan grass of good quality and free from weeds. It shall be alive and viable, not dormant. Sod shall be placed with 24 hours from time of striping and shall be placed with tightly fitting joints. After laying, sod shall be covered with sufficient top dressing to fill voids remaining and thoroughly watered to wash top dressing into sodded surface. Unmixed sand shall be used for top dressing.
- 8.6 Finished elevation of new sod along edges of road and driveway aprons must be such to allow rainwater to flow freely to swale areas, with finished top of new sod to be one (1) inch below the surface of adjoining pavement. Finished elevation of new sod along edges of existing sod must match the elevation of the existing sod. Completed sod surface shall be even and firm and shall be flush with top of abutting walks, paving, concrete borders, catch basins, and the like.
- 8.7 The CONTRACTOR shall water immediately after placing and at least four times per week for fourteen (14) days, or until final acceptance of the project, whatever is longer, to insure proper growth. All sod material that is dead or in poor condition when the project is inspected for acceptance will be replaced at the CONTRACTOR'S expense.
- 8.8 The CONTRACTOR shall be responsible to locate and safeguard any irrigation lines within the swale area and repair of any irrigation line damaged by CONTRACTOR is the CONTRACTOR'S responsibility.
- 8.9 The CONTRACTOR shall be responsible for safeguarding the asphalt or concrete along the edges of the road and driveway aprons during the regrading and preparation of the swale. Any damage to the road or driveway aprons must be repaired at the CONTRACTOR'S expense.
- 8.10 In case existing asphalt has to be removed for regrade and sodding, 12" of limerock must be removed and filled with approved material by the City Engineer or his designee.
- 8.11 Measurement and Payment

This work shall be paid for at the Contract price for each square foot of sodding, measured in place. Payment will be "in full" compensation for excavation and disposal of existing material, for removal and disposal of bushes and hedges, for removal of limerock, muck or any unsuitable material (if found) and its replacement with acceptable topsoil material (max depth 2'), for furnishing all new materials, for preparation of bed of sand on black dirt, for top dressing, watering, and for providing required traffic control and barricades in accordance with the FDOT-SSR&BC and as directed by the CITY ENGINEER or his designee.

SECTION 9: CURBING

9.1 Curbing work shall include the furnishing of all labor, equipment, appliances and materials and performing all operations required to install the specified curb and gutter in the places indicated on the plans.

9.2 Material

Concrete for curbs and gutters shall be 3,000 psi concrete. Joint filler for all expansion joints shall be approved suitable elastic waterproof pre-molded compound which will not become soft and push out in hot weather, nor become hot and brittle and chip out in cold weather. Filler shall not be more than ¾" thick and shall extend the full depth and width of the concrete work involved.

9.3 Installation

Provide expansion joints with fillers as specified herein, on 20 foot maximum centers, and at other locations indicated. After the concrete has been brought to required grade with a strike board and sufficiently tamped to bring the mortar to the surface it shall be finished with trowel and float to approximately true plane.

9.4 Measurement and payment

Payment shall be made on a lineal footage basis and shall include all labor and materials and incidentals required for the construction.

SECTION 10: REMOVAL AND DISPOSAL OF TREES

10.1 This item shall consist of the provision of labor and equipment necessary for removing and disposing of designated large trees and their roots.

10.2 Measurement and Payment

Payment will be on a per-unit basis and will be "in full" compensation for the removal and disposal of designated large trees and their roots, and for all required traffic control and barricades in accordance with the FDOT-SSR&BC, latest edition, and as directed by the City Engineer or his designee.

SECTION 11: RELOCATING OF EXISTING TREES

11.1 Small to medium trees shall be relocated as directed by the CITY ENGINEER or his designee. In preparing trees for moving and transport, CONTRACTOR shall take precautions customary in good trade practice. Workmanship that fails to meet the highest standards will not be accepted. All trees shall be balled and burlapped when excavated. Trees shall have a solid ball of soil a minimum of 24 inches in diameter and a minimum depth of 16 inches held in place securely by burlap and a stout rope. Broken or loose balls will not be accepted. Where trees are relocated

within existing right-of-way, CONTACTOR will be responsible for watering same for a period of at least thirty (30) days.

Measurement and Payment

Payment will be on a per-unit basis and will be “in full” compensation for the relocating trees and for all required traffic control and barricades in accordance with the FDOT-SSR&BC, latest edition, and as directed by the City Engineer or his designee.

SECTION 12: DETECTABLE WARNINGS

12.1 Description

Furnish and install Detectable Warning devices on newly constructed and/or existing concrete sidewalks as indicated on drawings or as indicated and approved by City Engineer.

12.2 Materials

Provide Detectable Warnings in accordance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) Section 4.29.2 Detectable Warnings on Walking Surfaces. Use Detectable Warnings of materials intended for exterior use applied to concrete and subject to routine pedestrian traffic and occasional vehicular traffic. Use Detectable Warnings with size and pattern shown in the plans comprised of truncated domes aligned in parallel rows in accordance with FDOT’s (Florida Department of Transportation) Index No. 304 of the Design Standards. Do not use detectable warnings with a diagonal pattern.

12.3 Preformed Materials

Use Detectable Warnings consisting of weather resistant tiles, pavers or mats that are adhered to concrete and have mechanical bond or fasteners, or torch-applied preformed thermoplastic. Preformed products may be used only if listed on FDOT’s Qualified Products List in accordance with 527-2.4.

12.4 Field-Formed Materials

Use Detectable Warnings applied as a secondary application to cured concrete. Products applied as a secondary application on cured concrete, may be used only if listed on FDOT’s Qualified Products List in accordance with 527-2.4.

12.5 Color/Contrast

Use Safety Yellow colored Detectable Warnings, that provide an acceptable color/contrast on concrete sidewalk.

12.6 Installation

Prepare the surface in accordance with the Detectable Warning manufacturer's recommendations. Install Detectable Warnings in accordance with the manufacturer's instructions, using materials and/or equipment recommended and approved by the Detectable Warning manufacturer for adherence to cementitious substrate surfaces. Ensure that all installations are made in accordance with the manufacturer's installation drawings.

12.7 Method of Measurement

Payment will be on a per-unit basis and will be "in full" compensation for each Detectable Warnings applied to newly constructed or existing concrete sidewalk/curb ramps in accordance with the FDOT-SSR&BC, latest edition, and as directed by the City Engineer or his designee.

SECTION 13: RESPONSIBILITY OF CONTRACTOR

13.1 It shall be the responsibility of the CONTRACTOR to remove from the job site, and properly dispose of, all residue at the end of each and every workday. No materials, equipment and/or debris shall be left in street right-of-way overnight without the permission of the CITY ENGINEER or his designee, or on private property without property owner's permission.

13.2 The CONTRACTOR shall be responsible for survey work required for establishing proper layout, elevations and grades as noted on the design plans and shall provide the CITY with a set of certified as-built plans. The survey work and certified as-built plans shall be considered incidental to pay item works.

13.3 Dust Control

It shall be the CONTRACTOR'S responsibility to control dust by watering and sweeping at the end of each and every workday or as directed by the CITY ENGINEER or his designee. The water used shall be paid for by the CONTRACTOR. Should the CONTRACTOR fail to control dust to the satisfaction of the CITY ENGINEER or his designee, the CITY will control the dust by whatever means the CITY deems necessary and the CONTRACTOR shall pay all expenses incurred by the CITY associated with the control of the dust.

13.4 Notification to Residents

It shall be the CONTRACTOR'S responsibility to notify residents, in writing, 48 hours prior to performing any work. Notification must include type of work to be done, date work will start, and estimated time to complete work. In the event CONTRACTOR changes schedule or duration of work, CONTRACTOR must notify resident, in writing, of such changes. CONTRACTOR must provide a copy of all written notification to the CITY ENGINEER.

13.5 The CONTRACTOR shall perform the job in a professional manner so as not to discredit or reflect poorly on the image of the City of Hallandale Beach (i.e., use of foul language, alcohol or improper conduct shall not be permitted).

13.6 Extreme care shall be taken to safeguard all existing facilities, site amenities, sprinkler systems, underground utilities and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the CONTRACTOR and shall be replaced or repaired in a timely manner to the owner's satisfaction by the CONTRACTOR at no additional cost to the CITY.

Some underground utilities are indicated on the design plans as accurately as possible. The CITY does not represent that their location as shown on the design plans is accurate or that all underground utilities and services are shown on the design plans. It is the CONTRACTOR'S responsibility to locate and protect all underground utilities or services when excavating or constructing the proposed improvements.

13.7 The CONTRACTOR shall protect from sediment and debris any existing catch basin with filter fabric while work is in progress. Filter fabric shall be removed after completion of work or sod has established. Filter fabric must be cleaned periodically to avoid excessive accumulation of sediment and debris. Extreme care shall be taken when removing filter fabric to avoid sediments and debris entering catch basin.

13.8 Traffic Control and Safety

Traffic shall be directed through the project with such signs, barricades, devices, flagmen, as are necessary to provide maximum safety for the public and workmen with minimum interruption to the traffic flow and in accordance with Florida DOT's Manual on Uniform Traffic Control for construction and maintenance work zones.

The CONTRACTOR shall have adequate manpower to provide the necessary traffic control at all times. The CITY will not provide any assistance to this end.

13.9 Field Engineering

Incidental to the Bidder's Proposal costs submitted, the CONTRACTOR shall retain the services of the registered land surveyor licensed in the State of Florida to identify existing control points and property lines indicated on the drawings as required.

The CONTRACTOR shall also provide engineering services required for survey work in execution of the project and civil, structural or other professional engineering services specified, or required to execute the CONTRACTOR'S construction methods and requirements.

Qualified engineers or registered land surveyors shall be acceptable to the CITY ENGINEER.

The CONTRACTOR, shall maintain an accurate record of the location of all pipelines, conduits, structures, manholes, valves, fittings, etc., and shall deliver these records in good order to the CITY ENGINEER as work is completed. These records shall serve as the basis for "as-built" drawings. These records must be completely acceptable to the CITY ENGINEER, i.e., the information must be certified by the registered Land Surveyor.

13.10 Quality of Work

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the Proposal. If at any time such personnel and/or equipment appears to the City Engineer to be inefficient, inappropriate or insufficient for securing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order. Failure of the City Engineer to give such order shall in no way relieve the CONTRACTOR of his obligations to secure the quality of the work and rate of progress required.

13.11 Private Land

The CONTRACTOR shall not enter or occupy private land outside of easements, except by permission of the owner.

13.12 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The CONTRACTOR shall, at his own expense, provide

suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access to private property during construction shall be removed when no longer required. The length of open trench will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the City Engineer. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the City Engineer may require special construction procedures such as limiting the length of open trench, prohibiting stacks excavated material in the street, and requiring that the trench shall not remain open overnight.

13.13 Cooperation Within this contract

The CONTRACTOR shall cooperate with the CITY and with other contractors on the work to avoid inconvenience and delay and to facilitate completion of the entire work in a satisfactory manner.

13.14 Temporary Site Facilities

Temporary Toilets

The CONTRACTOR shall provide in the vicinity of the work, at locations satisfactory to the CITY and maintain in a sanitary condition, suitable temporary toilets for the use of the workmen. Upon completion of the work, the temporary toilets shall be removed and the premises left in a sanitary condition.

The temporary toilets shall be satisfactory to the Department of Health.

Power and Telephone Service

The CONTRACTOR shall arrange and pay for all power and telephone service required for construction purposes.

Water Use During Construction

All CITY potable water used during this project shall be metered through a hydrant meter or meters obtained from the City Water Department. **There is an estimate of \$650 deposit required for the use of a hydrant meter.**

END TECHNICAL SPECIFICATIONS

SCHEDULE OF BIDDER'S PRICES

Vendor guarantees response time necessary to have a crew return to correct unfinished or unsatisfactory services.

Contract term is one (1) year with two (2) two (2) year renewals contingent upon satisfactory performance. Total contract term is five (5) years.

Please note that the award of a contract as a result of this bid will be for Sheet No. 4 only (Base Plan Inventory (NW) as specified in the drawings and specifications within this bid. Sheet No. 5, 6, and 7 will be completed as funding becomes available through the term of the contract.

Costs for each future project will be obtained through a Work Authorization stipulating the unit prices awarded to the Contractor through award of this bid. Any future projects totaling above the City Manager's threshold amount of \$50,000 must be brought to Commission prior to commencement of such work.

ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1		
2	Maintenance of Traffic	LS	1		
3	4" Sidewalk	LF	27,000		
4	6" Sidewalk	LF	11,470		
5	ADA Detectable Warning Installation	EA	595		
6	Asphalt Pavement Restoration	SY	100		
7	Sidewalk Removal	LF	4,320		
8	Type "F" Curb	LF	100		
9	Regrading and Sod Restoration of Swales	SF	76,436		
10	Tree Removal and/or Relocation	EA	175		
11	Solid Traffic White Thermoplastic 12" Stripe	LF	3,240		
12	Surveying	LS	1		
13	(*) Cost for Compliance with Trench Safety Act – F.S. 553.60 thru 553.64, if any	LS	1		
14	(**)Cost for Compliance with Special Shoring requirements per F.S. 553.50 thru 553.64, if any	LS	1		
TOTAL FOR PROJECT		\$			

00310. BID BOND

Bid Bond will be inserted here.

**CONSTRUCTION
CONTRACT**

00500. CONTRACT FORM

CONTRACT

THIS IS A CONTRACT, made and entered into this _____ day of

_____, 20____, by and between The City of
Hallandale Beach, hereinafter referred to as CITY and _____

_____, hereinafter referred to as the
CONTRACTOR.

WITNESSETH, that the CONTRACTOR and the CITY, 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 2012-2013-005, Pedestrian Improvement Project**, 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 City's Project Manager will develop a single list of items required to render complete, satisfactory, and acceptable construction services, if applicable.

The City'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 City'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 This project contains a Community Benefit Plan (CBP) requirement and the CONTRACTOR'S CBP Proposal submitted is hereby incorporated and made part of this Agreement by reference and as applicable per the solicitation.

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. The CITY 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 CITY in writing immediately. CITY 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 210 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 240 calendar days from the Project Initiation Date specified in the Notice to Proceed.**
- 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 CITY 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 CITY 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

CITY. 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 CITY 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 CITY 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 CITY 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 CITY 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 City agrees to pay to the CONTRACTOR, upon the completion and acceptance thereof by the City, 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 City Commission Resolution # _____ of \$ _____ which may be authorized in accordance with applicable policies and procedures.

- 3.4 Sales and Use Taxes. The CITY is exempt from paying sales and use taxes on materials and equipment purchased for, and incorporated into the NAME OF PROJECT. As such, the CITY reserves the right to utilize a tax savings Direct Purchase Program (DPP) for direct purchases where possible and practical for this Project. The CITY 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 CITY in the form of a change order. All direct purchases of materials and equipment shall be made by the City with funds specifically allocated for the construction of the Project. The Contractor shall notify the CITY no later than **10 calendar days** after request by City of the requested materials and equipment to be purchased by the CITY for the Project. The standard City 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 City of Hallandale Beach Terms and Conditions and the Technical Specifications.

The CITY'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 is 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 CITY's Construction Project Manager; (b) prepare a requisition for such materials and equipment on the CITY's form of requisition; and (c) deliver any such requisition to the CITY'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 CITY's Project Manager shall forward same to the CITY. The CITY shall issue a Purchase Order directly to the vendor of the materials or equipment, prior to the Order Date (a Purchase Order). The CITY shall include with any such Purchase Order, a copy of the CITY's sales and use tax exemption certificate. The CITY shall make direct payment to the vendor from the CITY'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 City's Project Manager for approval. If the delivery of

such materials or equipment is approved by the City's Project Manager, the CITY 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 shall immediately notify the CITY in writing and the CITY shall reject such material and equipment.

- 3.4.3 The CITY 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 CITY 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 CITY in accordance with this Special Condition (the "CITY Furnished Materials") and approve the vendors' invoices for materials or equipment delivered, as CITY-Furnished Materials are furnished to the Site in accordance with this Special Condition. The Contractor shall assure that each delivery of CITY 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 CITY may require. The Contractor shall deliver to the CITY'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 CITY Furnished Materials, the CITY's Project Manager shall verify the conformity of such City Furnished Materials and if conforming approve such City Furnished Materials. Upon approval the CITY's Project Manager shall deliver such invoice to the City for direct payment to the vendor.
- 3.4.6 The Contractor shall inspect all CITY Furnished Materials to determine that such CITY 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 CITY Furnished Materials are patently defective, and whether such CITY 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 CITY 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 CITY's Project Manager, in writing, of the defective or non-conforming condition so that repair or replacement of those CITY 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 CITY 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 CITY Furnished Materials incorporated into the Work from the stock of CITY Furnished Materials. The Contractor shall account monthly to the CITY's Project Manager and CITY for any CITY Furnished Materials delivered to the Site, indicating which CITY 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 CITY Furnished Materials. All repair, maintenance or damage-repair calls shall be forwarded by the CITY or the Contractor to the Contractor for resolution with the appropriate vendor, or Subcontractor.
- 3.4.9 After the CITY takes possession of the CITY Furnished Materials at the Site, possession of the CITY's Furnished Materials shall immediately and automatically transfer to the Contractor without notice. The transfer of possession of CITY Furnished Materials from the CITY to the Contractor shall constitute a bailment for the mutual benefit of the CITY and such Contractor. The CITY shall be considered the bailor and such Contractor the bailee of the CITY Furnished Materials. CITY Furnished Materials shall be considered returned to the CITY for purposes of their bailment at such time as they are 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 CITY as an additional insured, sufficient to protect against loss of or damage to CITY Furnished Materials. Such insurance shall be in the amount stated elsewhere in the Contract and shall cover the full value of any CITY Furnished Materials between the time the CITY first takes title to and possession of any of such CITY Furnished Materials until final completion of the Work.

- 3.4.11 The CITY shall not be liable for any interruption or delay damages in the Project by virtue of ordering the CITY Furnished Materials, for any defects or other problems with the Project by virtue of ordering the CITY Furnished Materials, or for any extra costs resulting from any delay in the delivery of, or defects in, the CITY Furnished Materials.
- 3.4.12 The Contractor, on a monthly basis, shall review invoices submitted by all vendors of CITY Furnished Materials delivered to the Site during the prior month and either concur or object to the CITY's Issuance of payment to the vendors, based upon such contractor's records of materials delivered to the Site and whether any of the CITY 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 CITY'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 CITY. Upon receipt of the appropriate documentation, the CITY 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 CITY to immediately obtain partial or final release of waivers as appropriate. The CITY shall not make any payment without the appropriate Contractor's concurrence and approval, which shall be delivered to the CITY by the CITY's Project Manager. Furthermore, the CITY shall not make any payment without the appropriate CITY's Project Manager concurrence and approval. There shall be no retention on CITY 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 CITY. 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 CITY and the Contractor as additional obliges. To the extent that materials and equipment are purchased pursuant to the CITY's sales and use tax exemption, the Contractor shall reduce the Contract Amount for direct purchases by the CITY.

ARTICLE 4

INDEMNIFICATION

- 4.1 CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, 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 CITY, 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 CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

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 City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY'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 CITY.
- 4.3 In the event that any action or proceeding is brought by CONTRACTOR against CITY, 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 City, 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 City, 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 City, 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 City pursuant to Section 768.28 Florida Statutes.

ARTICLE 5

INSURANCE REQUIREMENTS

- 5.1 Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by CITY (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth herein.
- 5.1.1. Worker's Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:
- 5.1.1.1. Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.
- 5.1.1.2. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and Jones Act.
- 5.1.2. Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy,

without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- 5.1.2.1. Premises and/or Operations.
- 5.1.2.2. Independent Contractors.
- 5.1.2.3. Products and/or Completed Operations for contracts over Fifty Thousand Dollars (\$50,000.00) CONTRACTOR shall maintain in force until at least three years after completion of all work required under the Contract, coverage for products and Completed Operations, including Broad Form Property Damage.
- 5.1.2.4. Explosion, Collapse and Underground Coverages.
- 5.1.2.5. Broad Form Property Damage.
- 5.1.2.6. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- 5.1.2.7. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- 5.1.2.8. CITY is to be expressly included as an "Additional Insured" in the name of "City of Hallandale Beach", with respect to liability arising out of operations performed for CITY by or on behalf of CONTRACTOR or acts or omissions of CITY in connections with general supervision of such operation.
- 5.1.3. Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
 - 5.1.3.1. Owned Vehicles.
 - 5.1.3.2. Hired and Non-Owned Vehicles.

5.1.3.3. Employers' Non-Ownership.

- 5.2 If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished 30 days prior to the date of their expiration.
- 5.3 Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide the City of Hallandale Beach with 30 days notice of cancellation and/or restriction
- 5.4 The CONTRACTOR shall furnish to the CITY ENGINEER and the City's Project Manager Certificates of Insurance or endorsements evidencing the insurance coverage specified above within 15 days after notification of award. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth.
- 5.5 The official title of the owner is the "City of Hallandale Beach". This official title shall be used in all insurance documentation.

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 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 CITY, shall take all precautions necessary to secure the Project site in

response to all threatened storm events, regardless of whether the CITY or CITY 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.
- 7.4 Suspension of the Work caused by a threatened or actual storm event, regardless of whether the CITY has directed such suspension, will entitle the CONTRACTOR to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

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.
- 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 City 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 CITY, through the CITY 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 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 CITY, equal in substance, quality and function.
- 10.2 The CITY ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or used without the CITY ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. CITY 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 CITY 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 CITY, after receipt of written notice from the CITY 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.
- 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 CITY 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 CITY 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 CITY 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 CITY to final acceptance.

ARTICLE 12

SUBCONTRACTS

- 12.1 The CONTRACTOR shall, within 15 calendar days after the signing of the Contract, notify the CITY 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 CITY of any change in Subcontractors.

- 12.2 CONTRACTOR shall not employ any Subcontractor against whom CITY 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 CITY or any obligation on the part of the CITY to pay or to see the payment of any monies due any Subcontractor. The CITY 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 CITY.

ARTICLE 13

SEPARATE CONTRACTS

- 13.1 The CITY 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 CITY 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.

- 13.4 To insure the proper execution of his subsequent work, the CONTRACTOR shall inspect the work already in place and shall at once report to the CITY 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 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 City, in a format reasonably acceptable to the City and CONTRACTOR, information, data and reports to be used by the City 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 CITY ENGINEER and the City'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 CITY 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 CITY ENGINEER in accordance with paragraph 16.2, if CITY 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 CITY ENGINEER and/or City's Project Manager must submit the request of an extension of the "Contract Time" with the written information provided by the CONTRACTOR and with a written explanation as to why the extension shall be allowed to the City Manager for approval.

If the City 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 CITY or the CITY ENGINEER, or by any employee of either, or any separate contractor employed by the CITY, 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 CITY 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 CITY 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 CITY 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, CITY 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.

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 City Manager_as hereinafter provided.

16.5 Field Orders and Supplemental Instructions:

The CITY ENGINEER and the City'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. CITY 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 City 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 City 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, CITY 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 from the scope of work and to process a unilateral change order reducing the contract price; or submit the matter in dispute to CITY ENGINEER. During the pendency of the dispute, and upon receipt of a Change Order approved by the City Manager, CONTRACTOR shall promptly proceed with the change in the Work involved and advise the CITY ENGINEER and City'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 CITY, Change Orders may be issued unilaterally by the City 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 City 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 City 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.

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 CITY and approved by the City 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 City 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 CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY 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 CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall

deliver such bids to CITY 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 CITY'S False Claims Ordinance.

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 City 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.

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:

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 CITY 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 CITY 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 CITY ENGINEER and the City's Project Manager.

18.8.1. Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.

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 CITY 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 CITY).
- 19.3 CONTRACTOR will then submit a final statement to the CITY 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.
- 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 CITY 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 CITY 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 CITY 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 City Engineer and the City'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 CITY ENGINEER. Each requisition shall be submitted in triplicate to the CITY ENGINEER for approval. CITY shall make payment to the CONTRACTOR within 25 days after approval by the CITY ENGINEER of CONTRACTOR'S requisition for payment.
- a) Overdue notice. The CONTRACTOR may send the City 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 the payment required by the City 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 CITY 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 CITY 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 CITY or CONTRACOR.
- 21.3 The CITY 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 CITY which will protect the CITY 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 CITY shall within ten days make an inspection thereof. If the CITY finds the work acceptable under the Contract and the Contract work has been fully performed, payment shall be issued by the CITY, 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 CITY 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 CITY 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 CITY 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 CITY, 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

CITY'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 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, CITY 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 CITY 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 CITY 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 City'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 City's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by CITY, together with the costs of completing the Project and any fines or levies that may be assessed against the City 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 CITY shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay to CITY 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 CITY 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 CITY ENGINEER received CONTRACTOR's proper invoice and/or bill and/or request for payment and/or application for payment, and should CITY ENGINEER 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 CITY with written notice of same, and if CITY fails either to pay CONTRACTOR within four (4) business days after CITY receives CONTRACTOR's notice, CITY shall notify CONTRACTOR in writing of any objection to the Application for Payment, then CONTRACTOR shall, give a second written notice to CITY of such delay, neglect or default, specifying the same and if CITY, 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 CITY 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 CITY in writing of the existence of the aforesaid conditions. CITY 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 CITY ENGINEER with the consent of City'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, CITY ENGINEER shall recommend an equitable adjustment to the Contract Price, or the Contract

Time, or both. If CITY and CONTRACTOR cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to CITY ENGINEER for determination in accordance with the provision for resolving disputes. Should CITY ENGINEER determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, CITY 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 CITY 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 CITY 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 CITY 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 CITY and CONTRACTOR shall be submitted to CITY ENGINEER in writing within twenty-one (21) calendar days. Unless a different period of time is set forth herein, CITY ENGINEER shall notify CONTRACTOR in writing of CITY ENGINEER's decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless CITY 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 CITY ENGINEER and the City's Contract Manager pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, CONTRACTOR and CITY shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.
- 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 CITY'S rights under the CITY'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 CITY 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 City 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 City of Hallandale Beach, the Contract, the Performance and Payment Bond, any additional documents the submission of 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

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 CITY, 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 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.

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

CITY

ATTEST:

CITY OF HALLANDALE BEACH

City Clerk

By _____
Renee C. Miller, City Manager

_____ day of _____, 20_____.

Approved as to form by
City Attorney

By _____
V. Lynn Whitfield, City Attorney

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).

CONTRACTOR

WITNESSES:

(Name)

By _____
(Signature)

(Typed Name Signed Above)

____ day of _____, 20____.

CITY REQUIRES THREE (3) FULLY-EXECUTED CONTRACTS.

FORM CERTIFICATE OF INSURANCE

A form Certificate of Insurance will be provided as specified in the bid and/or RFP.

FORM OF PERFORMANCE AND PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS:

That we _____,
as Principal, hereinafter called CONTRACTOR, and _____, as
Surety, are bound to the City of Hallandale Beach, Florida, as Obligee, hereinafter called
CITY in the amount of _____
Dollars (\$ _____) for the payment whereof CONTRACTOR and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract,
Bid/Contract No.: _____, awarded the _____
day of _____, 20_____, with CITY for _____
_____ for which Contract is by reference made a part hereof, and is
hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs the Contract between the CONTRACTOR and the CITY for Public Work Improvements for the _____, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, materials, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the Contract; and
3. Pays CITY all losses, damages, expenses, costs and attorneys fees including appellate proceedings, that CITY sustains because of default by CONTRACTOR under the Contract: and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void; otherwise it remains in full force.

This Bond shall continue in effect for one year after completion and acceptance of the work. The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Whenever CONTRACTOR shall be, and declared by CITY to be, in default under the Contract, the CITY having performed CITY'S obligations thereunder, the surety may promptly remedy the default, or shall promptly:

- 4.1. Complete the Contract in accordance with its terms and conditions; or
- 4.2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the CITY elects, upon determination by the CITY and Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the CITY named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

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

Signed and sealed this _____ day of _____, 20____.

ATTEST:

(Secretary)

(Name of Corporation)

By _____
(Signature and Title)

(Corporate Seal)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

00622. FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS \$500,000 OR LESS

TO: CITY OF HALLANDALE BEACH, FLORIDA

RE: BID NUMBER: FY2012-2013-005: PEDESTRIAN IMPROVEMENT PROJECT

Bidder:	
Name:	
Address	
City/State/Zip:	
Telephone No.	

This is to certify that, in accordance with Chapter 85-104, Laws of Florida (HB 1266), the insurer named above:

Holds a Certificate of Authority authorizing it to write Surety Bonds in the State of Florida.

Holds a current valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

(Date Signed)

Agent and Attorney-in-Fact

AFFIDAVIT

STATE OF FLORIDA)
) SS.
COUNTY OF)

BEFORE ME this day personally appeared _____,
Agent and Attorney-in-Fact of _____, who, being duly
sworn, executed the foregoing instrument and acknowledged to and before me the
truthfulness and accuracy of the statements in the foregoing instrument.

Signature of Person Making Affidavit

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__.

Notary Public
State of Florida

My commission expires:

00825. CERTIFICATE OF SUBSTANTIAL COMPLETION:

PROJECT:
(name, address)

CITY ENGINEER:

BID/CONTRACT NUMBER:

TO (CITY):

CONTRACTOR:

CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the work or designated portion thereof is the date certified by the CITY ENGINEER when construction is sufficiently complete, in accordance with the Contract Documents, so the CITY can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

00830. FORM OF FINAL RECEIPT:

{The following form will be used to show receipt of final payment for this Contract}.

FINAL RECEIPT FOR CONTRACT NO. _____

Received this _____ day of _____, 20_____,
from City of Hallandale Beach, the sum of _____
Dollars (\$_____) as full and final payment to the CONTRACTOR for
all work and materials for the Project described as:

This sum includes full and final payment for all extra work and materials and all incidentals.

The CONTRACTOR hereby indemnifies and releases City of Hallandale Beach from all
liens and claims whatsoever growing out of the said Contract or Project.

The CONTRACTOR hereby certifies that all persons doing work upon or furnishing
materials or supplies for the said improvements under the foregoing Contract have been
paid in full.

The CONTRACTOR further certifies that all taxes imposed by Chapter 212, Florida
Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

{If incorporated sign below}

CONTRACTOR

ATTEST:

(Name)

(Secretary)

By: _____
(Title)

(CORPORATE SEAL)

Date: _____

{If not incorporated sign below}

CONTRACTOR

WITNESS:

(Name)

By: _____

Date: _____