

## CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated \_\_\_\_\_ by and between **POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”), FLORIDA** (hereinafter called OWNER) and **ALEXANDER & JOHNSON PROJECT MANAGEMENT AND DEVELOPMENT, INC.** (hereinafter called CONTRACTOR).

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

### **Article 1. WORK**

The project consists of the furnishing of all labor, equipment, and materials for furnishing and installing all tools, equipment, materials, supplies, and all labor, transportation, and related services.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **ITB45-041 Addendum 1 – NW 6<sup>th</sup> Avenue Removal of Roundabouts and Replacement with Raised Intersections.**

### **Article 2. ENGINEER**

The Project has been designed by **KIMLEY HORN, BRANDON C. KERN, P.E.** who is hereinafter called ENGINEER and who is to act as OWNER’S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **Article 3. CONTRACT TIME**

The Work will be substantially completed within **150** days from the date the Contract Time commences to run as provided in the EXHIBIT “B” GENERAL CONDITIONS, and completed and ready for final payment in accordance with the EXHIBIT “B” GENERAL CONDITIONS within **180** days from the date the Contract Time commences to run.

### **Article 4. PRECONSTRUCTION PHASE REQUIREMENTS**

Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the OWNER’s General Services Department and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor’s submission to OWNER of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall be commenced within ten (10) calendar days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for all other Work. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall be commenced within ten (10) calendar days of the Project Initiation Date specified in the second Notice to Proceed.

## **Article 5. LIQUIDATED DAMAGES**

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Article 3, above, plus any extensions thereof allowed in accordance with the EXHIBIT "B" GENERAL CONDITIONS. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER five hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in Article 3 for Substantial Completion, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER three hundred and 00/100 (\$300.00) for each day that expires after the time specified in Article 3 for completion of Work and readiness for final payment, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services.

## **Article 6. CONTRACT PRICE**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

The total sum of the work shall not exceed **Eight Hundred Eighty Thousand Five Hundred Forty-One Dollars and Seventy-Three Cents (\$880,541.73)** as set forth in EXHIBIT "A" ITB45-041 Addendum 1 – NW 6<sup>th</sup> Avenue Removal of Roundabouts and Replacement with Raised Intersections PROPOSAL attached for line-item pricing.

## **Article 7. PAYMENT PROCEDURES**

7.1 CONTRACTOR shall submit Applications for Payment in accordance with the EXHIBIT "B" GENERAL CONDITIONS. Applications for Payment will be processed by ENGINEER as provided in the EXHIBIT "B" GENERAL CONDITIONS.

7.2 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the EXHIBIT "B" GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

7.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with the EXHIBIT "B" GENERAL CONDITIONS.

5% of Work completed will be withheld by OWNER as retainage.

7.2.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with the EXHIBIT "B" GENERAL CONDITIONS.

7.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the EXHIBIT "B" GENERAL CONDITIONS, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said EXHIBIT "B" GENERAL CONDITIONS.

## **Article 8. CONTRACTOR'S REPRESENTATIONS**

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

8.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract documents,

Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

8.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the bid, and accepts the determination set forth in the bid of the extent of the technical data contained in such reports and Drawings upon which CONTRACTOR is entitled to reply.

8.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to or to supplement physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the EXHIBIT "B" GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

8.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, or investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

8.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

8.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8.7 By entering into this Contract, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

## **Article 9. CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of this Agreement and the following Exhibits, attached hereto and by reference incorporated herein and made a part hereof:

**Exhibit "A"** – Invitation to Bid (**ITB45-041 Addendum 1**), including, but not limited to, original **ITB45-041 Addendum 1**, general conditions, specifications, drawings, exhibits to the ITB, insurance requirements, any addenda issued and all documentation submitted by the CONTRACTOR; including, but not limited to, CONTRACTOR's Bid Pages, CONTRACTOR's sworn statement on drug-free workplace, CONTRACTOR'S insurance certificate, any documentation submitted by the CONTRACTOR prior and after award in relation to the **ITB45-041 Addendum 1** and this Agreement

**Exhibit "B"** – EXHIBIT "B" GENERAL CONDITIONS

**Exhibit "C"** – Supplementary Conditions

This Agreement and the exhibits listed above, including any approved amendments to the Agreement, comprise the entirety of the Contract documents between the OWNER and CONTRACTOR. This Agreement may only be amended, modified, or supplemented as provided in Exhibit "B", General Conditions.

Any inconsistency in this Agreement and its exhibits listed above shall be resolved by giving precedence in the following order:

- a) Exhibit "A", **ITB45-041 Addendum 1**, addenda and documentation
- b) This Agreement
- c) Exhibit "B", General Conditions
- d) Exhibit "C", Supplementary Conditions

## **Article 10. MISCELLANEOUS**

10.1 Terms used in this Agreement which are defined in the EXHIBIT "B" GENERAL CONDITIONS will have the meanings indicated in the EXHIBIT "B" GENERAL CONDITIONS.

10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically



but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the Contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

10.4 Project Web Requirements:

- a. This project shall utilize e-Builder Enterprise (Software), a web-based project management software. OWNER shall use the Software to manage all project documents, communications and costs between the CONTRACTOR and OWNER. Training will be provided for the CONTRACTOR and all subcontractors requiring software access.
- b. CONTRACTOR shall conduct project controls outlined by the OWNER utilizing the Software. **The designated web-based application license(s) shall be provided by the OWNER to the CONTRACTOR and subcontractors.** No additional software will be required.
- c. CONTRACTOR shall have the responsibility for logging in to the project web site on a daily basis, and as necessary to be kept fully apprised of project developments and required action items. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety SDS sheets, Substitution Requests and the like will be submitted in digital format via the Software.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:  
**AGENCY**

**POMPANO BEACH COMMUNITY REDEVELOPMENT**

\_\_\_\_\_  
KERVIN ALFRED, SECRETARY

By: \_\_\_\_\_  
REX HARDIN, CHAIR

APPROVED AS TO FORM:

By: \_\_\_\_\_  
GREGORY P. HARRISON, EXECUTIVE DIRECTOR

\_\_\_\_\_  
CLAUDIA MCKENNA, CRA ATTORNEY

(SEAL)

**"CONTRACTOR"**

Witnesses:

**Alexander & Johnson Project Management & Development Inc.**[Signature]By: [Signature]

Alexander James, President

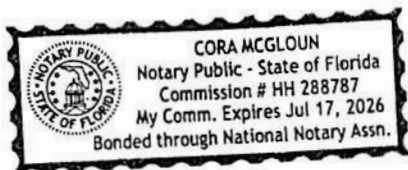
Lisa J O'Brien  
(Print or Type Name)[Signature]Rigo Ochoa  
(Print or Type Name)

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization this 14 day of August, 2025, by AUTHORIZED SIGNER as President of Alexander & Johnson Project Management & Development Inc., a Florida corporation, on behalf of the corporation authorized to do business in Florida. He/She is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FloridaCora McGloun  
(Name of Acknowledger Typed, Printed or Stamped)HH 288787  
Commission Number**Exhibit B**

## **EXHIBIT “A”**



**Issued on behalf of the City of Pompano Beach's  
POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**

## **INVITATION TO BID ITB25-041**

**NW 6th Avenue - Removal of Roundabouts and  
Replacement with Raised Intersections Along NW 6th  
Avenue.**

**OPENING: JUNE 12, 2025, at 2:00:00 P.M.**

**Virtual Zoom Meeting**

**For access, go to:**

**<https://pompanobeachfl.gov/pages/meetings>**

## SCHEDULE OF EVENTS

*ITB documents and Addenda(s) are available and can be downloaded for free from the eBid System as a PDF at: <https://pompanobeachfl.ionwave.net>*

<b>ITB NUMBER:</b>	<b>ITB25-041</b>
<b>ITB TITLE:</b>	<b>NW 6th Avenue - Removal of Roundabouts and Replacement with Raised Intersections Along NW 6th Avenue.</b>
<b>DATE PUBLISHED IN SUN-SENTINEL</b>	<b>5/8/2025</b>
<b>RELEASE DATES/TIME:</b>	<b>5/6/2025 at 8:30 PM ET</b>
<b>MANDATORY PRE-BID CONFERENCE AND WALK-THROUGH</b>	<b>5/21/2025 at 10:00 AM</b>
<b>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</b>	<b>6/2/2025 at 5:00 PM</b>
<b>ITB RESPONSE DUE DATE/TIME:</b>	<b>6/12/2025 at 2:00:00 PM</b>
<b>RECOMMENDATION FOR AWARD:</b>	<b>TBD</b>
<b>DIRECT ALL INQUIRIES TO:</b>	<b><a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a></b>
<b>SUBMITTALS ONLY:</b>	<b><a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a></b>
<b>VIRTUAL OPENING:</b>	<b><a href="https://pompanobeachfl.gov/pages/meetings">https://pompanobeachfl.gov/pages/meetings</a></b>

**\*The CRA may amend dates in this schedule at its sole discretion, and no rights shall accrue to any Proposer due to such amendment. Proposers may not rely on dates after the Due Date and Time until confirmed by the CRA. All times listed are Eastern Standard Time (EST)**

## INVITATION TO BID

The Pompano Beach Community Redevelopment Agency (referenced throughout the document as either “City” or “CRA” interchangeably) will receive sealed bids for Invitation to Bid (ITB) **ITB25-041 NW 6th Avenue - Removal of Roundabouts and Replacement with Raised Intersections Along NW 6th Avenue**, until June 12, 2025, 2:00:00 p.m. (local). Bids must be submitted electronically through the City eBid System on or before the due date and time specified herein. Any bid received after the due date and time specified will not be considered. Any uncertainty regarding when a bid is accepted will be resolved against the Bidder.

Bidder must be registered on the City’s eBid System in order to view the solicitation documents and respond to this ITB. The solicitation documents can be downloaded from the eBid System as a PDF at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than the eBid System. Bidder is solely responsible for downloading all required documents. A list of Bidders will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the Zoom link.

All questions regarding this ITB will be submitted using the Questions feature in the eBid System. Questions must be received at least ten (10) calendar days before the scheduled ITB opening. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this ITB in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to this ITB.

### PRE-PROPOSAL SITE VISIT AND WALKTHROUGH

A **Mandatory Pre-Proposal Conference** will be held on 5/21/2025 at 10:00 a.m. at Annie Adderley Gillis Park, 601 Dr Martin Luther King Jr. Blvd, Pompano Beach, FL 33069. **The Mandatory Walk-through will be right after the pre-proposal meeting ends. Proposers who do not attend the Mandatory Pre-Proposal Conference and Walk-Through will not be accepted.**

### INTRODUCTION:

The project consists of removing two existing roundabouts at the intersections of NW 6th Avenue and NW 6th Street, NW 6th Avenue and NW 8th Street, and the existing all-way stop-controlled intersection at NW 6th Avenue and NW 10th Street, and replacing them with raised intersections.

### SCOPE OF WORK:

Removal of roundabouts and replacement with raised intersections along NW 6th Avenue. The Attached Drawings include:

- Removal of the existing roundabout at the intersection of NW 6th Avenue and NW 6th Street.
- Removal of the existing roundabout at the intersection of NW 6th Avenue and NW 8th Street.
- Removal of the existing all-way stop-controlled intersection at NW 6th Avenue and NW 10th Street and replacement with raised intersections.

**A. CONE OF SILENCE NOTICE:**

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact any aspect of this solicitation, except in writing, the Procurement and Contracts Department staff until the CRA Board takes action by approving or rejecting the award. Violation of this provision may be grounds for rejecting a response.” (F.S 287.057 (25)). Any proposer/bidder or lobbyist for a proposer/bidder is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, CRA Staff, City Clerk, City Manager’s Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts Department releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff. Violation of this provision may be grounds for rejecting a response or declaring a proposer/bidder as nonresponsive and disqualified.

**B. SPECIFICATIONS AND DRAWINGS**

Refer to the attachments tab of the City’s eBid System.

1. 100% Construction Plans

**C. LINE ITEMS**

Detailed cost and information of each line item must be submitted through the City’s eBid System (IonWave). All bid figures **must** be entered into the City’s eBid System Line Items tab.

**D. BIDDER’S RESPONSIVENESS AND RESPONSIBILITY**

CRA reserves the right to waive minor irregularities and ask for clarification on submitted forms when considering a Bidder non-responsible. The Bidder is responsible for ensuring that all documents required in the ITB are submitted. Bids must be submitted electronically through the eBid System on or before the due date and time indicated previously. The bidder shall upload all required documents, attachments, forms, etc.

The award of ITB shall be given to the lowest responsive and lowest responsible bidder. In determining the lowest responsive and lowest responsible Bidder and that the purchase or contract will best serve the interests of the City, CRA, the Commission, CRA Board, the City Manager, or the Procurement and Contracts Director, where applicable, shall consider various factors. These factors include, but are not limited to, price and the following:

**1. Responsiveness:**

Each bid shall be reviewed in accordance with the conditions provided herein. If a Bidder fails to satisfy these conditions, the city may deem the bid non-responsive and not consider it for further review.

- a. Each Bid must be submitted prior to the deadline provided in the eBid System. Submission will not be accepted outside the eBid System, including but not limited to faxed, emailed, or hand-delivered to the City’s Procurement and Contracts Department. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bidders shall contact the Purchasing representative at 954-786-4098 in such a case for special permission.



- b. Qualification of Bidders form must be completed and uploaded to the Response Attachments tab of the City's eBid System.

## 2. Responsibility Documentation:

To demonstrate the Bidder's responsibility, the Bidder must submit the information provided herein to the City. Submittals requested pursuant to this paragraph are in addition to those required elsewhere.

- a. **Bonding:** Each bid requires a cashier's check or Bid Bond executed on the prescribed form, payable to the City of Pompano Beach, P.O. Box 1300, Pompano Beach, Florida 33061, in an amount not less than five percent (5%) of the bid amount. Bidder shall upload a copy of its Bid Bond or a copy of the cashier's check to the Response Attachments tab in the eBid System. The Awarded Bidder will be required to submit the original executed Bid Bond or cashier's check prior to the execution of the contract and before the commencement of any work.

The bid security of the Awarded Bidder will be retained until such Bidder has executed the Contract and furnished (if required) contract security (if provided as a cashier's check or certified check), whereupon the bid security will be returned. Suppose the Awarded Bidder fails to execute and deliver the Contract and furnish the required contract security within ten (10) days after the Notice of Award. In that case, the City may annul the Notice of Award, and the bid security of that Bidder will be forfeited. The bid security of other Bidders whom the City believes to have a reasonable chance of receiving the award may be retained by the City until a completed contract has been executed, whereupon bid security furnished by such Bidders will be returned.

If provided, the executed Bid Bond shall be issued by an entity with a registered agent in the State of Florida. If the bidder's bid is accepted, the City shall retain this check or bond as liquidated damages should the Bidder refuse or fail to enter into a contract with the City for the execution of the work embraced in the bid.

The CRA reserves the right to request additional information to ensure the bidder is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. At its sole discretion, the CRA may ask for additional proof of financial solvency, including additional documents post-bid opening and before the recommendation to award, that demonstrate the bidder's ability to perform the resulting contract and provide the required materials and/or services.

- b. **Prior Project Experience and References (Attachment F):** Bidder must provide the following verifiable information with the bid at the time it is submitted:
  - i. Evidence that Bidder was the Prime Contractor on two (2) municipal projects completed (final completion) within the last six (6) years. Each project submitted as qualifying experience must be located within the continental United States, have a contract value equal to or greater than the amount specified in this Invitation to Bid (ITB), and must be of similar complexity and scope to the project described in this ITB.

List any prior projects performed for the City of Pompano Beach and/or CRA.

Bidder must describe the following: 1) the project and the work completed by Bidder; 2) how the referenced project relates to the ITB, and 3) the amount paid to Bidder for the work completed, and,

- ii. At least one verifiable municipal contact (client) reference for each project described previously. The bidder must provide the client's name, phone number, and e-mail address for each project. If the Bidder has done work for the City or CRA, the City/CRA may, at its discretion, rely on the City's/CRA's past performance records or may contact references. The CRA will only attempt to contact each reference three times.
  - iii. If the Bidder fails to provide the previously described items, or the CRA cannot reach a reference after three (3) attempts, the CRA may deem the Bidder non-responsible.
  - iv. The CRA reserves the right, at its sole discretion, to deem a Bidder's response non-responsible and reject it if the references submitted do not conform to the above or are deemed unsatisfactory to the CRA.
  - v. **USE ADDITIONAL PAGES TO COMPLETE AND PROVIDE ALL REQUESTED INFORMATION FOR REFERENCES.**
- c. **License Requirements** - Be able to provide proof of required licensure. (Such licensure must have been obtained prior to the date of Bid Submission.)
  - d. **Corporations and Partnerships** – The Procurement and Contracts Department staff will review the Bidder's business to confirm that it is in good standing with the Florida Department of State, Division of Corporations, based on the information provided in the Qualification of Bidders Form.
  - e. Have a satisfactory past and/or current performance record, based on the information gathered by the City regarding Bidder's performance on past or current contracts. The CRA shall rely on the contractor's periodic performance evaluations and any other reasonable and reliable sources within the CRA's organization and control from past and present City/CRA projects, where applicable.
  - f. Be financially solvent and have sufficient financial resources to perform the resulting Contract, and shall provide proof thereof of its financial solvency. At its sole discretion, the CRA may ask for additional proof of financial solvency, including additional documents post-bid unsealing and prior to award that demonstrate the Bidder's ability to perform the resulting contract and provide the required materials and/or services.
  - g. Have the necessary production capacity, construction, and technical equipment and facilities, or the ability to obtain them.
  - h. Provide satisfactory evidence that such elements as production control procedures, property control systems, quality assurance procedures, and safety programs applicable to work to be produced or services to be performed by the Bidder, Suppliers, and Subcontractors are present.

- i. Have the necessary management organization, experience, technical skills, accounting and operational controls, plan, manpower, and financial resources, and be otherwise qualified and eligible to perform the work under applicable laws and regulations.

Neither the City nor the CRA considers social, political, or ideological interest in determining the Contractor's responsibility in compliance with Florida Statute 287.05701.

**E. RECOMMENDATION TO AWARD SOLICITATION AND RESULTING CONTRACT**

- a. The CRA reserves the right to reject any and all bids, to waive any and all informalities not involving price, time, and changes in the work, and to negotiate contract terms with the Awarded Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional bids. Also, the CRA reserves the right to reject the bid of any Bidder if the CRA believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CRA. Therefore, discrepancies between the indicated sum of any column of figures and the correctly tabulated sum of any column will be resolved in favor of the correctly tabulated sum of any column.
- b. In evaluating bids, the CRA will consider the bidders' qualifications, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the ITB or before the Recommendation to Award.
- c. The CRA may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted. The CRA also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the work when such data must be submitted before the Recommendation to Award.
- d. The City/CRA may conduct such investigations as the CRA deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of Bidders, Proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the work in accordance with the Contract resulting from the ITB to the City's satisfaction within the prescribed time.
- e. **If the Bid is to be awarded, it will be awarded to the lowest responsive and responsible Bidder.**
- f. The Bidders will receive a Recommendation to Award from the eBid System.
- g. **CRA reserves the right to postpone the award of the Contract for a period of time which shall not exceed one hundred twenty (120) days from the Bid unsealing date.** CRA may, at its sole discretion, release any bid and return the Bid Security prior to that date. CRA also reserves the right to ask for additional postponement time, for which the Bidder may provide written binding acceptance. An email to the purchasing representative from an authorized agent of the Bidder shall be considered a written, binding acceptance of the postponement time.

- h. The Awarded Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract Documents. Contract Bonds, Insurance Contracts, and Certificates of Insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having its place of business in the State of Florida and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida. **Performance and Payment Bonds are required for projects over two hundred thousand dollars (\$200,00.00). Performance and Payment Bonds must be recorded with Broward County. Insurance is required for all bids.**

## **F. INSTRUCTIONS TO BIDDERS**

### **1. DEFINED TERMS**

Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions. The term “Bidder” means one who submits a bid directly to the City, as distinct from a sub-bidder, who submits a bid to a Bidder. The term “Awarded Bidder” means the lowest, most qualified, responsible, and responsive Bidder to whom the CRA (on the basis of the CRA’s evaluation as hereinafter provided) makes an award. The term “ITB Documents” includes the ITB, attachments, and the all addenda issued prior to receipt of bids.

### **2. COPIES OF ITB DOCUMENTS**

- a. Complete sets of the ITB Documents may be obtained from the City’s website at no charge.
- b. Complete sets of ITB Documents must be used in preparing bids; the City assumes no responsibility for errors or misinterpretations resulting from incomplete ITB Documents.
- c. CRA, in making copies of ITB Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

### **3. QUALIFICATIONS OF BIDDERS**

To demonstrate qualifications to perform the work and to be considered for the award, each Bidder must submit written evidence, such as previous experience, present commitments, and other such data as may be required in the Qualification of Bidders document available in the “Attachments” tab of the City’s eBid System – Attachment F. See Section D.2b.

### **4. PUBLIC ENTITY CRIMES**

In accordance with Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity

in excess of the threshold amount provided Section 287.017, Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **5. DRUG-FREE WORKPLACE**

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs.

## **6. ANTI-KICKBACK ACT**

The Awarded Bidder must comply with the Copeland “Anti-Kickback Act” (19 U.S.C. Section 874), as supplemented in the United States Department of Labor Regulations DOL 29 CFR, Part 3 (<https://www.ecfr.gov/current/title-29/subtitle-A/part-3> ).

## **7. EXAMINATION OF ITB DOCUMENTS AND SITES**

- a. It is the responsibility of each Bidder before submitting a bid, to (a) examine the ITB Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the work, (c) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder’s observations with the ITB Documents, and (e) notify the City of all conflicts, errors or discrepancies in the ITB Documents.
- b. Information and data reflected in the ITB Documents with respect to or contiguous to the site is based upon information and data furnished to the City by owners of such facilities or others, and the City does not assume responsibility for accuracy or completeness thereof unless it is expressly provided otherwise.
- c. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities, and other physical conditions, and possible changes in the ITB Documents due to differing conditions appearing in the General Conditions section of the ITB.
- d. Before submitting a bid, each Bidder will, at Bidder’s own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data that pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the ITB Documents.
- e. On request in advance, the City will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submitting a bid. Bidder shall fill all holes, clean up, and restore the site to its former condition, or better, upon completion of such explorations.
- f. The lands upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the work are identified in the ITB Documents. The Contractor will provide all additional lands and access

required for temporary construction facilities or storage of materials and equipment. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the City unless otherwise provided in the Contract resulting from the ITB.

- g. The electronic submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the ITB Documents, that without exception, the bid is premised upon performing and furnishing the work required by the ITB Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the ITB Documents, and that the ITB 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 AND ADDENDA**

- a. All questions must be submitted using the Questions feature in the eBid System.

All questions must be submitted by 5:00:00 p.m. at (See Section Schedule of Events). No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

If any addendum is issued to the ITB, it will be issued via the eBid System. Before submitting its bid, each Bidder shall contact the City's Procurement and Contracts Department at (954) 786-4098 to determine if any addendum was issued and make such addendum a part of its bid. The addendum will be posted in the eBid System.

- b. An addendum may also be issued to modify the ITB as deemed advisable by the CRA.

## **9. BID SECURITY**

- a. Bid Security must accompany each bid made payable to the City in an amount of five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified check, cashier's check, or a Bid Bond issued by a surety meeting the requirements stated herein. Bidder shall upload a copy of its Bid Bond or a copy of the certified check to the Response Attachments tab in the eBid System. The Awarded Bidder will be required to submit the original executed Bid Bond or cashier's check prior to the execution of the Contract and before the commencement of any work.
- b. The Bid Security of the Awarded Bidder will be retained until such Bidder has executed the Contract and furnished the required contract security (if provided as a cashier's or bank officer's check), whereupon the Bid Security will be returned. Suppose the Awarded Bidder fails to execute and deliver the Contract and furnish the required contract security within ten (10) days after the Notice of Award. In that case, the City may annul the Notice of Award, and the Bid Security of that Bidder will be forfeited. The City may retain the Bid Security of other Bidders whom the City believes to have a reasonable chance of receiving the award until a completed Contract has been issued, whereupon Bid Security furnished by such Bidders will be returned.
- c. A company shall issue the Bid Bond with a registered agent in the State of Florida. The payee shall retain this check or bond as liquidated damages should the Bidder refuse or fail

to enter into a Contract with the payee for the execution of the work embraced in the bid if the bid of the Bidder is accepted.

## **10. TERMS OF CONTRACT**

This solicitation does not guarantee a Contract with the lowest responsive and responsible bidder. Upon approval by the CRA Board, the CRA may start negotiations with the lowest responsive and responsible bidder. Once negotiations are successfully concluded, the CRA will give a Notice of Award to the lowest responsive and responsible bidder, accompanied by the Contract and all applicable documents. Within ten (10) days thereafter, the Contractor shall sign and deliver the required Contract and attached documents to the CRA with the required Bonds. Within fifteen (15) days thereafter, the CRA shall deliver one fully signed counterpart to the Contractor.

**The number of days within which, or the dates by which, the work is to be substantially completed and also completed and ready for final payment (the Contract Time) must be included in the “Attributes” tab of the City’s eBid System.**

## **11. LIQUIDATED DAMAGES**

Provisions for liquidated damages, if any, are set forth in the Contract.

## **12. INDEMNIFICATION**

All Bidders must enter in the “Line Items” tab of the City’s eBid System the amount of consideration required by the Bidder in return for the Bidder’s promise of indemnity contained in the General Conditions section of the ITB.

## **13. SUBSTITUTE OR “OR-EQUAL” ITEMS**

The Contract, if awarded, shall be based on materials and equipment described in the drawings or specified in the specifications without consideration of possible substitute or “or-equal” items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or “or-equal” item of material or equipment may be furnished or used by Awarded Bidder/Contractor if acceptable to the City, application for such acceptance will not be considered by the City until after the effective date of the Contract.

## **14. SUBCONTRACTORS, SUPPLIERS, AND OTHERS.**

- a. Each bid must identify the names and addresses of Subcontractors, Suppliers, and other persons and organizations, including those to furnish the principal items of material and equipment listed in the “Line Items” tab of the City’s eBid System. If requested, the apparent lowest Bidder, and any other Bidder so requested, shall, within seven (7) days after the ITB opening, submit to the City a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, Supplier, other persons or organization, if requested by the City. If the City has reasonable objection to any proposed Subcontractor, Supplier, other person, or organization, it may, before the Notice of Award is given, request the apparent lowest Bidder to submit an acceptable substitute without an increase in Bid Price. If the apparent lowest

Bidder declines to make any such substitution, the City may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person, or organization listed and to whom the City does not make a written objection prior to giving the Notice of Award will be deemed acceptable to the City, subject to revocation of each acceptance after the Effective Date of the Contract.

- b. In contracts where the Contract Price is on the basis of the cost of the work plus a fee, the apparent lowest Bidder, prior to the Notice of Award, shall identify in writing to the CRA those portions of the work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the work with the City's written consent.
- c. No Contractor shall be required to employ any Subcontractor, Supplier, other person, or organization against whom the Contractor has reasonable objection.

## **15. BIDDER ACKNOWLEDGMENT**

- a. The Bidder Acknowledgement is part of the Attributes TAB.
- b. All requested information on the Bidder Acknowledgement will be provided electronically using the City's eBid System.
- c. In case of a discrepancy between unit prices and totals, unit prices will prevail.

## **16. SUBMISSION OF BIDS**

- a. Bids shall be submitted electronically using the City's eBid System on or before the due date and time specified herein.
- b. More than one bid received for the same work from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one bid for the same work will cause the rejection of all such bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the bids of participants in such collusion will not be considered.
- c. Bid tabulations will be posted in the City's eBid System. Bid results **will not** be read to you over the phone.

## **17. MODIFICATION AND WITHDRAWAL OF BIDS**

- a. Bids may be modified or withdrawn at any time before the due date and time of the opening of bids by using the "Retract" feature of the City's eBid System.
- b. After bids are opened, and the Awarded Bidder defaults on a City Contract, the Awarded Bidder may be banned from doing business with the City for a period of thirty-six (36) months from the date of default.



## **18. UNSEALING OF BIDS**

A list of Bidders will be read aloud in a public forum. Bidder pricing will be made public only when the tabulation is posted. An abstract of the amounts of the base bids and major alternates (if any) will not be made available to bidders until the tabulation is posted.

## **19. BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- a. All bids will remain subject to acceptance for one hundred and twenty (120) days after the day of the bid deadline, but the City may, in its sole discretion, release any bid and return the Bid Security before that date.
- b. Extensions of time when bids shall remain open beyond the one hundred and twenty (120) day period may be made only by mutual agreement between the CRA, the apparent lowest responsive and lowest responsible bidder, and the surety, if any, for the Awarded Bidder.

## **20. CONTRACT SECURITY**

For projects over two hundred thousand dollars (\$200,000), when the Awarded Bidder delivers the executed Contract to the City, it must be accompanied by the required Performance and Payment Bonds. Performance and Payment bonds must be recorded with Broward County.

## **21. EXECUTION OF CONTRACT**

When CRA recommends awarding a contract to the lowest-priced, responsible, and responsive bidder, the vendor's signed Contract will be presented to the commission for approval. Within ten (10) days thereafter, the Contractor shall provide all required documents to the City with the required Bonds. Within fifteen (15) days thereafter, CRA shall deliver one fully signed counterpart to the Contractor.

## **22. EMPLOYMENT ELIGIBILITY**

By entering into a resulting contract with the City, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to the utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this awarded contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

## **23. TAXES**

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

## **24. NOTICE TO CONTRACTOR**

Pursuant to Chapter 8 CFR 274a.2” (see link) <https://www.govinfo.gov/content/pkg/CFR-2017-title8-vol1/pdf/CFR-2017-title8-vol1-sec274a-2.pdf>, the employment of unauthorized aliens by any Contractor is considered a violation of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract.

## **25. OCCUPATIONAL HEALTH AND SAFETY**

In compliance with Section 442, Florida Statutes, any items included in the latest edition of “Florida Substance List,” which are delivered from a Contract resulting from the ITB, must be accompanied by a Safety Data Sheet (SDS). The SDS must be maintained by the City and must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of toxic substances, including:
  - i. The potential for fire, explosion, corrosiveness, and reactivity;
  - ii. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - iii. The primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d. The emergency procedure for spills, fire disposal, and first aid.
- e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- f. The year and month, if available, the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding Section 442, Florida Statutes, should be directed to: Department of Labor and Employment Security, Division of Safety, 2002 Old St. Augustine Road, Tallahassee, Florida, 32399; telephone: 1-800-367-4378.

**ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION, IN ACCORDANCE WITH O.S.H.A. STANDARDS.**

Notice: Federal I.D. Number must be referenced on your invoice for us to process payment. Please note I.D. Number on Bid Response page.

## 26. WASTE REMOVAL SERVICES

The City has contracted with Coastal Waste & Recycling, Inc., for residential and commercial solid waste collection and disposal services. The City has granted to Coastal Waste & Recycling, Inc., the sole and exclusive right, franchise, license and privilege to provide non-hazardous solid waste collection, removal and disposal services within the corporate limits of the City, including collection and removal of certain Construction and Demolition Debris. The Awarded Bidder/Contractor shall coordinate with Coastal Waste & Recycling, Inc., the level and type of service to be provided and the manner of collection charges. Any Contractor or Subcontractor performing construction work within the City of Pompano Beach must use the City's franchised hauler for garbage removal services including removal of Construction and Demolition Debris generated over ten (10) cubic yards, with the exception of Source Separated Recovered Materials as defined in Section 403.703(24), Florida Statutes and Chapter 96 of the City Ordinance. The City's current franchised hauler is Coastal Waste & Recycling, Inc., which may be contacted directly for dumpsters and/or roll-offs at:

Coastal Waste & Recycling, Inc.  
1840 NW 33<sup>rd</sup> Street  
Pompano Beach, FL 33064  
(954) 947-4000

## 27. PERMITS AND FEES

FEE OR PERMIT	CITY DEPARTMENT	COST (SET FEE OR PERCENT OF PROJECT AMOUNT)
All construction within the City right-of-way	Engineering	Waived
All utilities tie-ins to City water, sewers, and drainage	Engineering	Waived
Paving	Engineering	Waived
Fire plan review for new construction, additions and alterations	Building Inspection	See City Code of Ordinances 95.14
Fire alarm and fire sprinkler plan review (new installations)	Fire Plan Review	See City Code of Ordinances 95.14
Fire hydrant flow test	Fire Plan Review	See City Code of Ordinances 95.14
Business Tax Receipt (only if the Contractor has a temporary office in the City of Pompano Beach)	Zoning	See City Code of Ordinances
Site plan review	Zoning	See City Code of Ordinances
Rezoning	Zoning	See City Code of Ordinances
Variance	Zoning	See City Code of Ordinances
Tree Permit application fee	Zoning	See Zoning Code/City Code of Ordinances
Landscape reinspection fee	Zoning	See Zoning Code/City Code of Ordinances
Capital recovery fees	Customer Service	See City Code of Ordinances 50.13 and 51.11
Tapping fee	Customer Service	See City Code of Ordinances
Deposits (water bill)	Customer Service	Deposit based upon the size of a meter (only applies if Contractor is responsible for water bills during the period between meter installation and City acceptance of the project.)
Administrative fee	Customer Service	See City Code of Ordinances
Building permit	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Building Reinspection fee	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Certificate of occupancy	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Lien law	Building Inspection	\$5.00
Surcharge Bwd. Cty. Bd. of Rules & Appeals	Building Inspection	\$0.60 per \$1,000 valuation

Surcharge Fla. Statute 553.721	Building Inspection	1.5% of permit fees, minimum \$2.00
Surcharge Fla. Statute 468.631	Building Inspection	1.5% of permit fees, minimum \$2.00

The Contractor awarded the project, which is the scope of the ITB, shall be required to obtain and pay for the permits and/or fees indicated on the chart below in the amounts set forth or pursuant to the formula for percent or unit method, which is indicated.

Fees cannot be waived and must be collected by the City from the Contractor. Contact the City Department below for additional details regarding the required permit and fee.

## **G. PROJECT WEB REQUIREMENTS**

1. This project will utilize e-Builder Enterprise™, a web-based project management tool. This web-based application is a collaboration tool that will allow all project team members continuous access through the Internet to important project data as well as up-to-the-minute decision and approval status information.

e-Builder Enterprise™ is a comprehensive Project and Program Management system that the City will use to manage all project documents, communications, and costs between the Lead Consultant, Sub-Consultants, Design Consultants, Contractor, and Owner. e-Builder Enterprise™ includes extensive reporting capabilities to facilitate detailed project reporting in a web-based environment that is accessible to all parties and easy to use. Training will be provided for all Consultants selected to provide services for the City of Pompano Beach.

2. Lead and Sub-Consultants shall conduct project controls outlined by the Owner, Project Manager, and/or Construction Manager, utilizing e-Builder Enterprise™. **The City shall provide the designated web-based application license(s) to the Prime Consultant and Sub-Consultants.** No additional software will be required.

Lead Consultant and Sub-Consultants shall have the responsibility for logging in to the project website on a daily basis and, as necessary, to be kept fully apprised of project developments and required action items. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data, including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, material safety data sheets, Substitution Requests, and the like, will be submitted in digital format via e-Builder Enterprise™.

## **H. LOCAL BUSINESS PROGRAM**

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process.

For purposes of this solicitation, “Local” will be defined as follows:

1. **TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity that has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent (10%) who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendor Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the City. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of the current solicitation.
2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least fifteen percent (15%) who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendor Subcontractors for at least twenty percent (20%) of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity, which has maintained a permanent place of business within the city limits of the City of Pompano Beach. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the ITB specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov) by selecting the Pompano Beach Business Directory in the section "Shop Pompano!".

The City of Pompano Beach is strongly committed to ensuring the participation of City Businesses as Contractors and Subcontractors for the procurement of goods and services, including labor, materials and equipment. Bidders are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A) listing the local businesses that will be used on the Contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the Contract.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the Contract, the Prime Contractor/Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing firms

that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the Contract. This documentation shall be provided to the CRA Board for acceptance.

The Awarded Bidder/Contractor will be required to submit “Local Business Subcontractor Utilization Reports” during and after projects are completed. The reports will be submitted to the project's assigned CRA project manager. The Local Business Subcontractor Utilization Report template and instructions have been included in the ITB document.

Failure to meet Local Vendor Goal commitments will result in an “unsatisfactory” compliance rating. Unsatisfactory ratings may impact the award of future projects if a sanction is imposed by the City Commission.

The City shall award a Local Vendor preference based upon vendors, Contractors, or Subcontractors who are local, with a preference as follows:

1. For bid evaluation purposes, Tier 1 businesses, as defined by this subsection, shall be granted a preference in the amount of five percent (5%) of any bid. If the Tier 1 business submits a second bid that is at least one percent (1%) lower than the lowest responsive bid, then the award will go to the Tier 1 business. If not, the award will be made to the business that submits the lowest responsive bid. If the lowest responsive and responsible Bidder is also a Tier 1 business, the award will be made to that business, and no other Bidders will be given an opportunity to submit additional bids as described herein.
2. For bid evaluation purposes, Tier 2 businesses, as defined by this subsection, shall be granted a preference in the amount of two and one-half percent (2-1/2 %) of any bid or any proposal score. If the Tier 2 business submits a second bid, which is at least one percent lower than that lowest responsive bid, then the award will go to the Tier 2 business. If not, the award will be made to the business that submits the lowest responsive bid. If the lowest responsive and responsible Bidder is also a Tier 1 business, the award will be made to that business and no other Bidders will be given an opportunity to submit additional bids as described herein.
3. If there is a Tier 1 business and/or Tier 2 business participating in the same ITB and all businesses qualify to submit a second bid as previously detailed, the Tier 1 business will be given the first option, and the Tier 2 business will be given the second option. If the Tier 1 business is not the lowest bid received by at least one percent (1%), then an opportunity will be given to the Tier 2 business. If the Tier 2 business is not the lowest bid by at least one percent (1%), then the bid will be awarded to the lowest Bidder regardless of the geographic location of the business.
4. The awarded Bidder/Contractor is responsible for complying with all Tier 1 & 2 guidelines and ensuring that all requirements are met before executing a Contract.

**The recommended goal for this ITB is ten percent (10%) participation by local vendors.**

## **I. BIDDER ACKNOWLEDGEMENT**

1. The Bidder submits and agrees, if its bid is accepted, to enter into a Contract with the CRA in the form included in the ITB to perform and furnish all work as specified or indicated in the Sample

Contract Documents for the Contract Price and within the Contract Time indicated in this bid and in accordance with the other terms and conditions of the Sample Contract resulting from the ITB.

2. Bidder accepts all of the terms and conditions of the ITB Documents, including, without limitation, those dealing with the disposition of Bid Security and the Sample Contract. The bid will remain subject to acceptance for one hundred twenty (120) days after the Bid unsealing. Bidder will sign and submit the Contract with the bonds and other documents required by Bidding Requirements within ten (10) days after the City's Notice of Award date.
3. In submitting its bid, Bidder represents, as more fully set forth in the Contract, that:
  - a. Bidder has examined copies of all the ITB documents and the addendum/addenda.
  - b. Bidder has familiarized itself with the nature and extent of the ITB Documents, work, site, locality, and all local conditions, laws, and regulations that may affect the cost, progress, performance, or furnishing of the work in any manner.
  - c. Bidder has studied carefully all reports and drawings of physical conditions that are identified in the ITB.
  - d. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies [in addition to or to supplement those referred to in (C) above], which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as Bidder considers necessary for the performance or furnishing of the work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the ITB Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
  - e. Bidder has reviewed and checked all information and data shown or indicated on the ITB Documents with respect to existing site conditions and assumes responsibility for such. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said site area or will be required by Bidder in order to perform and furnish the work at work Contract Price, within the Contract Time and in accordance with other terms and conditions of the ITB Documents.
  - f. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the ITB Documents.
  - g. Bidder has given CRA written notice of all conflicts, errors or discrepancies that it has discovered in the ITB Documents and the written resolution thereof by the City is acceptable to Bidder.
  - h. This bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City/CRA.

4. Bidder agrees that the construction of the Project will be substantially complete within 18 months after the date when the Contract Time commences to run, as provided in the General Conditions of the ITB document, and completed and ready for final payment within 24 months after the date when the Contract Time commences to run.

Bidder accepts the provisions of the Contract as per the liquidated damages in the event of failure to complete the work on time.

5. The bidder agrees that all Federal, State, and Local sales and use taxes are included in the stated Bid Prices for the work.
6. Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the unit prices herein (if applicable) represent a true measure of the labor, materials, equipment and any other incidentals required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.
7. The Bid Line-Item pricing includes all the necessary excavation, backfill, grading, restoration, and removal of materials attendant upon the construction of the work, complete in place, and the disposal of all excess materials, and the final cleaning up of the work.
8. At the preconstruction conference, the Bidder shall submit a complete, detailed schedule of shop drawing submittals, which will show lead time for the following:
  - Date of planned submittal.
  - Date of anticipated review receipt (usually three weeks after submittal).
  - Delivery lead time.
  - Anticipated installation date.

## **J. INSURANCE**

CONTRACTOR shall not commence services until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the City's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Procurement and Contracts Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to CRA staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible for delivering to the CRA for timely review and written approval/disapproval Certificates of Insurance, which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City and CRA as an additional insured on all such coverage.

Throughout the term of this agreement/contract, the City, by and through its Risk Manager, reserves the right to review, modify, reject, or accept any insurance policies required by this agreement/contract, including limits, coverages, or endorsements. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein,



as well as the City review or acceptance of insurance maintained by the contractor/consultant, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the contractor/consultant under this agreement/contract.

Throughout the term of this agreement/contract, the contractor/consultant and all sub-contractors/sub-consultants or other agents hereunder shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements:

- 1. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. The contractor/consultant further agrees to be responsible for the employment, control, and conduct of its employees and any injury sustained by such employees in the course of their employment.
- 2. Liability Insurance.
  - (a) Naming the City of Pompano Beach as an additional insured as the City’s interests may appear, on General Liability Insurance only, relative to claims which arise from the firm’s negligent acts or omissions in connection with contractor/consultant’s performance under this agreement/contract.
  - (b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability
<b>GENERAL LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claim incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
___ explosion & collapse hazard	
___ underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors’	personal injury
XX personal injury	
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
___ liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

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**AUTOMOBILE LIABILITY:** Minimum \$1,000,000 Per Occurrence and Aggregate.  
Bodily injury (each person) bodily injury (each accident),  
Property damage, bodily injury and property damage  
combined.

XX comprehensive form XX owned  
XX hired  
XX non-owned

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**REAL & PERSONAL PROPERTY**

\_\_\_ comprehensive form Agent must show proof they have this coverage.

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<b>EXCESS LIABILITY</b>		Per Occurrence	Aggregate
___ other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

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<b>PROFESSIONAL LIABILITY</b>		Per Occurrence	Aggregate
XX * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

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(c) If Professional Liability insurance is required, the Consultant agrees the indemnification and hold harmless provisions set forth in the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

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<b>CYBER LIABILITY</b>		Per Occurrence	Aggregate
___ * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000
___ Network Security / Privacy Liability			
___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)			
___ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)			
___ Coverage shall be maintained in effect during the period of the agreement/contract and for not less than four (4) years after termination/ completion of the agreement/contract.			

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3. Employer's Liability. If required by law, the Consultant and all sub- contractors/sub-consultant shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

4. Policies: Whenever, under the provisions of this agreement/contract, insurance is required of the Awarded Firm, the Awarded Firm shall promptly provide the following:

(a) Certificates of Insurance evidencing the required coverage;

- (b) Names and addresses of companies providing coverage;
- (c) Effective and expiration dates of policies; and
- (d) A provision in all policies affording thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any required insurance policies be canceled before the expiration date or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City.

6. Waiver of Subrogation. The awarded company/firm waives any and all rights of subrogation against the City, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/contract to waive subrogation without an endorsement, then the awarded company/firm shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy not specifically prohibiting such an endorsement or voids coverage should the Awarded Firm enter into such an agreement/contract on a pre-loss basis.

Throughout the term of the Agreement, City and CRA, by and through its Risk Manager, reserves the right to review, modify, reject, or accept any insurance policies required by the Agreement, including limits, coverages, or endorsements. City and CRA reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally. Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as City's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under the Agreement.

#### **K. HOLD HARMLESS AND INDEMNIFICATION**

Bidder covenants and agrees that it will indemnify and hold harmless the City and CRA and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Bidder, whether direct or indirect, or whether to any person or property to which the City or CRA or said parties may be subject, except that neither the Bidder nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or CRA or any of its officers, agents or employees.

#### **L. RIGHT TO AUDIT**

Contractor's records which shall include but not be limited to accounting records, written policies, and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of Successful and Unsuccessful Bidders, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during regular working hours, by CRA's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to the examination shall also include but are not limited to, those necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations, and evaluations, the CRA's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by the City to the Contractor pursuant to the agreement/contract.

CRA's agent or its authorized representative shall have access to the Contractor's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. The City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

The contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with this article's provisions by inserting the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts, which include such provisions, shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the agreement/contract.

**M. COMMUNICATIONS**

No negotiations, decisions, or actions shall be initiated or executed by the company/firm as a result of any discussions with any City or CRA employee. Only those communications that are in writing from the City or CRA may be considered as a duly authorized expression on behalf of the City or CRA. In addition, only those communications that are in writing and signed by an authorized designee of the company/firm will be recognized by the City and CRA as duly authorized expressions on behalf of the company/firm.

**N. NO DISCRIMINATION**

No discrimination shall be made on the basis of race, sex, color, age, religion, or national origin in the operations conducted under any agreement/contract with the CRA.

**O. INDEPENDENT CONTRACTOR**

The Contractor will conduct business as an independent contractor under the terms of the agreement/contract. Personnel services provided by the company/firm shall be by employees of the company/firm and subject to supervision by the company/firm, and not as officers, employees, or agents of the City and CRA. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under the agreement/contract shall be those of the company/firm.

**P. STAFF ASSIGNMENT**

The CRA reserves the right to approve or reject, for any reason, the Proposer's staff assigned to this project at any time. Background checks may be required.

**Q. AGREEMENT/CONTRACT TERMS**

The agreement/contract resulting from this ITB shall include, but not be limited to, the following terms:

The agreement/contract shall include, at minimum, the entirety of this ITB, together with the Contractor's bid. The agreement/Contract shall be prepared by the CRA Attorney.

If the City or CRA defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the Contractor, its employees, agents, or servants during the performance of the agreement/contract, whether directly or indirectly, the Contractor agrees to reimburse the City or CRA for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**R. WAIVER**

It is agreed that no waiver or modification of the agreement/contract resulting from this ITB, or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the agreement/contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as previously provided. The parties agree that the provisions of this paragraph may not be waived except by duly executed writing.

**S. SURVIVORSHIP RIGHTS**

The agreement/contract resulting from this ITB shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns.

**T. TERMINATION**

The CRA may terminate the agreement/contract resulting from this ITB per the agreement/contract's termination conditions.

**U. MANNER OF PERFORMANCE**

Bidder agrees to perform its duties and obligations under the agreement/contract resulting from this ITB in a professional manner and in accordance with all applicable local, federal, and state laws, rules, and regulations.

Bidder agrees that the services provided under the agreement/contract resulting from this ITB shall be provided by employees who are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidder agrees to furnish the City with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Bidder further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorization, or certifications required by applicable laws or regulations in full force and effect during the term of the agreement/contract. Failure of Bidder to comply with this paragraph shall constitute a material breach of the agreement/contract.

**V. CONDITIONS AND PROVISIONS**

The completed bid (together with all required attachments) must be submitted electronically to the CRA on or before the time and date written herein. All bidders shall agree to comply with all of the conditions, requirements, and instructions of this ITB as stated or implied herein. All bids and supporting materials submitted will become the property of the CRA.

The bid shall not contain any alteration to the ITB posted other than entering data in the spaces provided or including attachments as necessary. By submission of a response, Bidder affirms that a complete set of ITB documents was obtained from the eBid System or from the Procurement and Contracts Department only and no alteration of any kind has been made to the ITB. Exceptions or deviations may not be added after the submittal date.

All Bidders are required to provide all information requested in this ITB. Failure to do so may result in non-responsiveness.

The CRA reserves the right to postpone or cancel this ITB or reject all bids if, in its sole discretion, it deems it in the CRA's best interest to do so.

The City reserves the right to waive any technical or formal errors or omissions, reject all bids, or award an agreement/contract for the items herein, in part or whole, if it is determined to be in the best interests of the CRA.

The CRA is not liable for the bidder's costs in preparing proposals or for any work performed thereon.

#### **W. PROTEST**

The Protest Procedures established within the City Procurement and Contracts Procedures Manual and Section 120.57, Florida Statutes, must be followed to file a valid Protest to this solicitation. Protests concerning the proposed solicitation award must be filed in writing with the Procurement and Contracts Director to be considered. They may only be filed by bidders or proposers who may be aggrieved by the solicitation or award. The initial protest must be addressed to the following:

**Director of Procurement and Contracts,  
City of Pompano Beach  
1010 N.E. 3rd Avenue, Pompano Beach, Florida 33060**

**END OF THE ITB**

ITB #:	<u>ITB25-041</u>	Tentative City Commission Meeting Date*:	<u>TBD</u>
ITB Title:	<u>NW 6th Avenue Removal of Roundabouts and Replacement with Raised Intersections</u>	# Notified:	<u>1172</u> # Downloaded: <u>28</u>
		# of Responses Rec'd:	<u>5</u> # of "No Bids": <u>1</u>
For:	<u>CRA</u> (Department)	ITB Opening Date:	<u>JUNE 12, 2025</u>

**POSTING OF ITB RECOMMENDATION/TABULATION:** ITB Recommendations and Tabulations will be posted in the eBid System, IonWave, on **July 7, 2025, at 7:40 PM** and will remain posted for 72 hours. Any person who may be adversely affected by the decision or intended decision shall file a notice of protest in writing within 72 hours of posting the notice of the decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays, and days when the City is closed shall be excluded from the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement and Contracts, 1010 NE 3rd Avenue, Pompano Beach, FL 33060. Any person who files an action protesting an intended decision shall post with the City, at the time of filing the formal written protest, a protest bond, payable to the City of Pompano Beach, Florida, in an amount equal to one percent (1%) of the estimated value of the contract. Failure to submit the protest bond within the time allowed for filing a bond shall constitute a waiver of the right to protest. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(\*) The Cone of Silence, as stated in the ITB / RFP / RFQ / HARD BID, is in effect until it is approved by the City Commission. The City Commission meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

### RECOMMENDATION TABULATION

The City of Pompano Beach, Florida, received the following five (5) bids for ITB25-041 NW 6th Avenue Removal of Roundabouts and Replacement with Raised Intersections along NW 6<sup>th</sup> Avenue. All bids are declared responsive and responsible.

Bidder	Response Total	Local Vendor (*)	Recommended for Award
Alexander & Johnson Project Management and Development, Inc.	\$880,541.73	X	X
Emerald Construction Corp.	\$1,066,553.68	X	
Florida Blacktop, Inc.	\$985,049.87	X	
Heavy Civil Inc.	\$876,063.05		
The Stout Group, LLC.	\$1,273,986.00	X	

(\*) Business Registered in the City of Pompano Beach with a Business Tax Receipt.

By:	<u><i>Eric Seifer</i></u>	Date:	<u>07/07/2025</u>
	(Purchasing Agent)		

**ITB25-041 NW 6th Avenue Removal of Roundabouts and Replacement with Raised Intersections  
Recommendation Tabulation  
Page 2 of 2**

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process. For purposes of this solicitation, ITB25-041 NW 6th Avenue Removal of Roundabouts and Replacement with Raised Intersections along NW 6th Avenue (Section H), a "Local" is defined as follows:

"A business entity that has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent (10%) who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendor Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the City. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of the current solicitation.

Persuant to Ordinance 2018-46, for bid evaluation purposes, a Local Vendor, as defined by this subsection, shall be granted a preference in the amount of five percent (5%) of any bid.

The bid submitted for Heavy Civil, Inc. for the amount of \$876,063.05 is the lowest responsive and responsible bid. The Business Tax Receipt for Heavy Civil, Inc. is deactivated.

The bid received from Alexander & Johnson Project Management and Development, Inc. for the amount of \$880,541.73 is the second-lowest responsive and responsible bidder. The Business Tax Receipt for Alexander & Johnson Project Management and Development, Inc. is current for the fiscal year 2024-2025.

Therefore, per Ordinance 2018-46, the bid received from Alexander & Johnson Project Management and Development, Inc. is granted with a preference of 5% of any bid and is recommended for Award.

By:

*Eric Seifer*  
(Purchasing Agent)

Date:

07/07/2025



LOCAL BUSINESS EXHIBIT "A"  
CITY OF POMPANO BEACH, FLORIDA  
LOCAL BUSINESS PARTICIPATION FORM

Solicitation Number & Title: ITB 25-041

Prime Contractor's Name: Alexander & Johnson PMD, Inc.

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Material to be Purchased</u>	<u>Contract Amount or %</u>
Alexander & Johnson Project Management & Development, Inc.	James Alexander 954-309-6567	Removal of roundabouts & replacement with (3) raised intersections Removal of (2) roundabouts and (1) all-way stop & installation of raised intersection	100%

LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESS EXHIBIT "B"  
LOCAL BUSINESS  
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Solicitation Number **ITB25-041**

TO: N/A  
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

☐ an individual

☐ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

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at the following price: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name of Local Business Contractor)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State Zip Code)

BY: \_\_\_\_\_  
(Signature)

**IMPORTANT NOTE:** Signatures on this form MUST be by an authorized employee of Subcontractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS  
UNAVAILABILITY FORM

BID # ITB 25-041

I, James Alexander - President  
(Name and Title)

Alexander & Johnson  
of Project Management and Development, Inc., certify that on the 23 day of

June, 2025, I invited the following LOCAL BUSINESSES to bid work  
items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
<u>N/A - This contract will 100% self performed.</u>		
<hr/>		
<hr/>		
<hr/>		
<hr/>		
<hr/>		

Said Local Businesses:

- ☐ Did not bid in response to the invitation
- ☐ Submitted a bid which was not the low responsible bid
- ☐ Other: \_\_\_\_\_

Name and Title: Cora McGloun - Manager

Date: 6/23/2025

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "D"  
GOOD FAITH EFFORT REPORT  
LOCAL BUSINESS PARTICIPATION

BID # ITB25-041

1. What portions of the contract have you identified as Local Business opportunities?

100% of this work will be self performed.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

N/A

\_\_\_\_\_

\_\_\_\_\_

3. Did you send written notices to Local Businesses?

       Yes        X   No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

       Yes        X   No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

100% of this work will be self performed. \_\_\_\_\_

\_\_\_\_\_

7. List the Local Businesses you will utilize and subcontract amount.

<u>N/A</u> _____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: \_\_\_\_\_
- \_\_\_\_\_

LOCAL BUSINESS EXHIBIT "D" – Page 2

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**ITB25-41 Addendum 1**

**Alexander & Johnson Project Management  
and Development, Inc.**

**Supplier Response**

**Event Information**

Number: ITB25-41 Addendum 1  
Title: NW 6th Avenue - Removal of Roundabouts and Replacement with Raised Intersections Along NW 6th Avenue.  
Type: Invitation To Bid  
Issue Date: 5/6/2025  
Deadline: 6/12/2025 02:00 PM (ET)  
Notes: The Pompano Beach Community Redevelopment Agency (referenced throughout the document as either "City" or "CRA" interchangeably) will receive sealed bids for Invitation to Bid (ITB) ITB25-041 NW 6th Avenue - Removal of Roundabouts and Replacement with Raised Intersections Along NW 6th Avenue, until June 12, 2025, 2:00:00 p.m. (local), Bids must be submitted electronically through the City eBid System on or before the due date and time specified herein. Any bid received after the due date and time specified will not be considered. Any uncertainty regarding when a bid is accepted will be resolved against the Bidder.

Bidder must be registered on the City's eBid System in order to view the solicitation documents and respond to this ITB. The solicitation documents can be downloaded from the eBid System as a PDF at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than the eBid System. Bidder is solely

responsible for downloading all required documents. A list of Bidders will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the Zoom link.

## **Contact Information**

Contact: Eric Seifer  
Address: Procurement and Contracts  
1010 NE 3 Avenue  
Pompano Beach, FL 33060  
Phone: (954) 786-4098  
Email: [eric.seifer@copbfl.com](mailto:eric.seifer@copbfl.com)

## Alexander & Johnson Project Management and Development, Inc. Information

Contact: James Alexander  
Address: 901 S. 62nd Avenue  
Hollywood, FL 33023  
Phone: (954) 309-6567  
Email: ajpmd.hr@gmail.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

James Alexander

*Signature*

*Submitted at 6/11/2025 02:33:07 PM (ET)*

cora@ajpmd.com

*Email*

## Requested Attachments

### Bid Bond Form

ITB25-041 NW 6th Ave - Bid  
Bond.pdf

Each bid requires a cashier's check or Bid Bond executed on the prescribed form, payable to the City of Pompano Beach, P.O. Box 1300, Pompano Beach, Florida 33061, in an amount not less than five percent (5%) of the bid amount. Bidder shall upload a copy of its Bid Bond or a copy of the cashier's check to the Response Attachments tab in the eBid System. The Awarded Bidder will be required to submit the original executed Bid Bond or cashier's check prior to the execution of the contract and before the commencement of any work.

### Qualification of Bidders Form

Qualification of Bidders Form.pdf

To demonstrate qualifications to perform the work and to be considered for the award, each Bidder must submit written evidence, such as previous experience, present commitments, and other such data as may be required in the Qualification of Bidders document available in the "Attachments" tab of the City's eBid System – Attachment F. See Section D.2b.

### Attachment A - Local Business Participation Form

LOCAL BUSINESS  
PARTICIPATION FORM.pdf

These forms are to be completed and uploaded to the Response Attachments tab.

### Attachment B - Letter of Intent to Perform as a Local Subcontractor

LETTER OF INTENT TO  
PERFORM AS A LOCAL  
SUBCONTRACTOR.pdf

These forms are to be completed and uploaded to the Response Attachments tab.

### Attachment C - Local Business Unavailability Form

LOCAL BUSINESS unavailability  
form.pdf

These forms are to be completed and uploaded to the Response Attachments tab.

### Attachment D - Good Faith Effort Report Form

GOOD FAITH EFFORT  
REPORT.pdf

These forms are to be completed and uploaded to the Response Attachments tab.



## Bid Attributes

### 1 Substantial Project Completion

Provide the number of calendar days that the construction of the Project will be substantially complete after the date when the Contract Time commences to run as provided in the general conditions.

### 2 Final Project Completion

Provide the number of calendar days, after the substantial completion date, that the construction of the Project will be completed and ready for final payment.

### 3 Total Project Completion

Enter the sum of calendar days for the substantial and final project completion.

### 4 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate Yes or No below with the drop down menu.

### 5 Drug-Free Workplace

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Florida Statutes, Section 287.087. This requirement affects all public entities of the State and becomes effective January 1, 1991. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: (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 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. Select Yes below from the drop down menu to certify that your firm complies with the above requirements.

### 6 Terms & Conditions

Check the box indicating you agree to the terms and conditions of this solicitation.

☒ Agree

**7 Acknowledgement of Addenda**

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

☒ Yes

**8 Local Business Participation Percentage**

If you have indicated local business participation on the Local Business Participation Form Exhibit A enter the percentage of the contract that will be performed by local Pompano Beach businesses.

5%

**9 ANTI-KICKBACK ACT**

The Awarded Bidder must comply with the Copeland "Anti-Kickback Act" (19 U.S.C. Section 874), as supplemented in the United States Department of Labor Regulations DOL 29 CFR, Part 3 (<https://www.ecfr.gov/current/title-29/subtitle-A/part-3> ).

Yes

**10 PUBLIC ENTITY CRIMES**

In accordance with Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

No

**Bid Lines****1 Mobilization**

Quantity: 1 UOM: LS Lump Sum Price: \$15,858.76 Total: \$15,858.76

Item Notes: No more than 10% of the Lump-Sum amount

**2 Maintenance of Traffic**

Quantity: 1 UOM: LS Lump Sum Price: \$35,930.01 Total: \$35,930.01

Item Notes: No more than 10% of the Lump-Sum amount

**3 Sediment Barrier**

Quantity: 988 UOM: LF Lump Sum Price: \$8.05 Total: \$7,953.40

**4 Inlet Protection System**

Quantity: 11 UOM: EA Lump Sum Price: \$309.74 Total: \$3,407.14

**5 Clearing & Grubbing**

UOM: AC Lump Sum Price: \$5,575.35 Total: \$5,575.35

Item Notes: The quantity of this item is 0.14 AC

6	Removal of Existing Concrete	Quantity: <u>1612</u> UOM: <u>SY</u>	Lump Sum Price: <u>\$45.84</u>	Total: <u>\$73,894.08</u>
7	Type B Stabilization	Quantity: <u>1033</u> UOM: <u>SY</u>	Lump Sum Price: <u>\$8.67</u>	Total: <u>\$8,956.11</u>
8	Optional Base Group 6	Quantity: <u>700</u> UOM: <u>SY</u>	Lump Sum Price: <u>\$24.83</u>	Total: <u>\$17,381.00</u>
9	Milling Existing Asphalt Pavement, 1" AVG Depth	Quantity: <u>949</u> UOM: <u>SY</u>	Lump Sum Price: <u>\$14.79</u>	Total: <u>\$14,035.71</u>
10	Superpave Asphaltic Concrete, Traffic B	Quantity: <u>335.6</u> UOM: <u>TN</u>	Lump Sum Price: <u>\$197.00</u>	Total: <u>\$66,113.20</u>
11	Inlets, Curb, Type P-4, <10'	Quantity: <u>1</u> UOM: <u>EA</u>	Lump Sum Price: <u>\$19,173.00</u>	Total: <u>\$19,173.00</u>
12	Inlets, Curb, Type J-4, <10'	Quantity: <u>2</u> UOM: <u>EA</u>	Lump Sum Price: <u>\$26,051.74</u>	Total: <u>\$52,103.48</u>
13	Inlets, Curb, Type J-6, <10'	Quantity: <u>1</u> UOM: <u>EA</u>	Lump Sum Price: <u>\$17,307.12</u>	Total: <u>\$17,307.12</u>
14	Manholes, Type P-7, <10'	Quantity: <u>1</u> UOM: <u>EA</u>	Lump Sum Price: <u>\$9,686.24</u>	Total: <u>\$9,686.24</u>
15	Manholes, Type J-7, <10'	Quantity: <u>1</u> UOM: <u>EA</u>	Lump Sum Price: <u>\$17,926.60</u>	Total: <u>\$17,926.60</u>
16	Manhole, Adjust	Quantity: <u>9</u> UOM: <u>EA</u>	Lump Sum Price: <u>\$1,486.76</u>	Total: <u>\$13,380.84</u>
17	Manhole, Adjust, Utilities	Quantity: <u>3</u> UOM: <u>EA</u>	Lump Sum Price: <u>\$3,097.41</u>	Total: <u>\$9,292.23</u>
18	Valve Boxes, Adjust	Quantity: <u>9</u> UOM: <u>EA</u>	Lump Sum Price: <u>\$991.17</u>	Total: <u>\$8,920.53</u>
19	Pipe Culvert, Optional Material, Round, 12" S/CD	Quantity: <u>8</u> UOM: <u>LF</u>	Lump Sum Price: <u>\$867.28</u>	Total: <u>\$6,938.24</u>
20	Pipe Culvert, Optional Material, Round, 15" S/CD	Quantity: <u>16</u> UOM: <u>LF</u>	Lump Sum Price: <u>\$44.60</u>	Total: <u>\$713.60</u>
21	Pipe Culvert, Optional Material, Round, 18" S/CD	Quantity: <u>25</u> UOM: <u>LF</u>	Lump Sum Price: <u>\$67.46</u>	Total: <u>\$1,686.50</u>

2 2	Pipe Culvert, Optional Material, Round, 24" S/CD	Quantity: <u>8</u> UOM: <u>LF</u>	Lump Sum Price: <input type="text" value="\$94.74"/>	Total: <input type="text" value="\$757.92"/>
2 3	Pipe Culvert, Optional Material, Round, 30" S/CD	Quantity: <u>8</u> UOM: <u>LF</u>	Lump Sum Price: <input type="text" value="\$117.70"/>	Total: <input type="text" value="\$941.60"/>
2 4	Pipe Culvert, Optional Material, Round, 36" S/CD	Quantity: <u>8</u> UOM: <u>LF</u>	Lump Sum Price: <input type="text" value="\$158.69"/>	Total: <input type="text" value="\$1,269.52"/>
2 5	Concrete Curb & Gutter, Type F	Quantity: <u>1028</u> UOM: <u>LF</u>	Lump Sum Price: <input type="text" value="\$43.36"/>	Total: <input type="text" value="\$44,574.08"/>
2 6	Concrete Curb, Type D	Quantity: <u>294</u> UOM: <u>LF</u>	Lump Sum Price: <input type="text" value="\$29.12"/>	Total: <input type="text" value="\$8,561.28"/>
2 7	Concrete Curb, Ribbon Curb	Quantity: <u>681</u> UOM: <u>LF</u>	Lump Sum Price: <input type="text" value="\$37.79"/>	Total: <input type="text" value="\$25,734.99"/>
2 8	Concrete Sidewalk, 4" Thick	Quantity: <u>356</u> UOM: <u>SY</u>	Lump Sum Price: <input type="text" value="\$117.08"/>	Total: <input type="text" value="\$41,680.48"/>
2 9	Concrete Sidewalk, 6" Thick	Quantity: <u>356</u> UOM: <u>SY</u>	Lump Sum Price: <input type="text" value="\$167.26"/>	Total: <input type="text" value="\$59,544.56"/>
3 0	Pavers, Architectural, Roadway	Quantity: <u>262</u> UOM: <u>SY</u>	Lump Sum Price: <input type="text" value="\$250.89"/>	Total: <input type="text" value="\$65,733.18"/>
3 1	Detectable Warnings	Quantity: <u>470</u> UOM: <u>SF</u>	Lump Sum Price: <input type="text" value="\$52.04"/>	Total: <input type="text" value="\$24,458.80"/>
3 2	Performance Turf, Sod	Quantity: <u>248</u> UOM: <u>SY</u>	Lump Sum Price: <input type="text" value="\$22.30"/>	Total: <input type="text" value="\$5,530.40"/>
3 3	Single Post Sign, F&I Ground Mount, Up to 12 SF	Quantity: <u>21</u> UOM: <u>EA</u>	Lump Sum Price: <input type="text" value="\$1,205.04"/>	Total: <input type="text" value="\$25,305.84"/>
3 4	Single Post Sign, F&I Ground Mount, 12-20 SF	Quantity: <u>2</u> UOM: <u>EA</u>	Lump Sum Price: <input type="text" value="\$2,106.24"/>	Total: <input type="text" value="\$4,212.48"/>
3 5	Single Post Sign, F&I Ground Mount, 20.1-30 SF	Quantity: <u>1</u> UOM: <u>EA</u>	Lump Sum Price: <input type="text" value="\$2,106.24"/>	Total: <input type="text" value="\$2,106.24"/>
3 6	Single Post Sign, Remove	Quantity: <u>31</u> UOM: <u>EA</u>	Lump Sum Price: <input type="text" value="\$309.74"/>	Total: <input type="text" value="\$9,601.94"/>
3 7	Raised Pavement Marker, Type B Without Final Surface Markings (Yellow/Yellow)	Quantity: <u>72</u> UOM: <u>EA</u>	Lump Sum Price: <input type="text" value="\$33.25"/>	Total: <input type="text" value="\$2,394.00"/>

38	Thermoplastic, Standard, White, Solid, 24" for Stop Line and Crosswalk Quantity: <u>132</u> UOM: <u>LF</u> Lump Sum Price: <input type="text" value="\$6.19"/> Total: <input type="text" value="\$817.08"/>
39	Thermoplastic, Standard, White, Vertical Deflection Marking Quantity: <u>12</u> UOM: <u>EA</u> Lump Sum Price: <input type="text" value="\$154.87"/> Total: <input type="text" value="\$1,858.44"/>
40	Thermoplastic, Standard, White, Vertical Deflection Advance Warning Marking Quantity: <u>12</u> UOM: <u>EA</u> Lump Sum Price: <input type="text" value="\$154.87"/> Total: <input type="text" value="\$1,858.44"/>
41	Thermoplastic, Standard, White, 2-4 Dotted Guideling/6-10 Gap Extension, 6" UOM: <u>GM</u> Lump Sum Price: <input type="text" value="\$15.86"/> Total: <input type="text" value="\$15.86"/> Item Notes: The quantity of this item is 0.008 GM
42	Thermoplastic, Standard-Other Surfaces, Yellow, Solid, 6" UOM: <u>GM</u> Lump Sum Price: <input type="text" value="\$592.45"/> Total: <input type="text" value="\$592.45"/> Item Notes: The quantity of this Item is 0.183 GM
43	Contingency Lump Sum Price: <input type="text" value="\$146,759.01"/> Total: <input type="text" value="\$146,759.01"/> Item Notes: 20% of the Lump-Sum amount

**Response Total: \$880,541.73**



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## Detail by Entity Name

Florida Profit Corporation

ALEXANDER & JOHNSON PROJECT MANAGEMENT AND DEVELOPMENT INC.

### Filing Information

**Document Number** P05000030404

**FEI/EIN Number** 20-2390227

**Date Filed** 02/25/2005

**State** FL

**Status** ACTIVE

### Principal Address

901 S. 62nd Avenue  
HOLLYWOOD, FL 33023

Changed: 11/27/2023

### Mailing Address

901 S. 62nd Avenue  
HOLLYWOOD, FL 33023

Changed: 11/27/2023

### Registered Agent Name & Address

Alexander & Johnson Project Management and Development Inc.  
901 S. 62nd Avenue  
Hollywood, FL 33023

Name Changed: 01/14/2016

Address Changed: 02/11/2025

### Officer/Director Detail

#### **Name & Address**

Title President

ALEXANDER, JAMES  
901 S. 62nd Avenue  
HOLLYWOOD, FL 33023

### Annual Reports

Report Year	Filed Date
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2023	01/23/2023
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2024	02/07/2024
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2025	02/11/2025
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## **BID BOND**

BY THIS BOND, We Alexander & Johnson Project Management and Development, Inc., as Principal ("PRINCIPAL") and Developers Surety and Indemnity Company, an entity duly organized under the laws of the State of California, as Surety ("SURETY"), are held and firmly bound unto the City of Pompano Beach ("CITY") in the sum of five percent (5%) of the Bid amount, for the payment of which PRINCIPAL and SURETY bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, as set forth below.

WHEREAS, PRINCIPAL has submitted a bid for Bid No. ITB25-041.

THE CONDITIONS OF THIS BOND are such that CITY accepts the bid of PRINCIPAL and PRINCIPAL enters into a contract with CITY in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution of the Contract.

THEN THIS OBLIGATION SHALL BE NULL AND VOID. However, if CITY accepts the bid of PRINCIPAL and PRINCIPAL fails to timely satisfy the conditions set forth above, then PRINCIPAL and SURETY, jointly and severally, shall be liable to CITY for the full sum of this Bond which shall be forfeited to CITY as liquidated damages, not a penalty, as a result of PRINCIPAL's failure to comply with the bid instructions and conditions, regardless of whether CITY ultimately decides to change the Project requirements or resolicit bids.

The remedies are not to be construed as CITY exclusive remedies for PRINCIPAL's failure to enter into a contract with CITY, but shall be deemed supplemental to all remedies available to CITY at law or otherwise.

No right of action shall accrue on this Bond to or for the use of any person or entity other than CITY.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**



Signed and sealed on June 11th, 2025

Bid Number ITB25-041

ATTEST:

  
Secretary

Cora McGowan  
(Print/Type Name)

(Corporate Seal)

Alexander & Johnson Project Management and Development, Inc.  
(Name of Corporation)

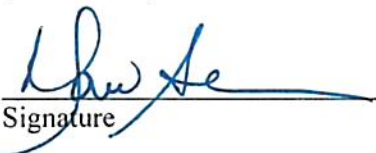
By  President  
(Signature and Title)

James Alexander - President  
(Print Name and Title Signed Above)

IN THE PRESENCE OF:

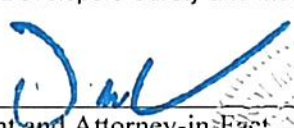
  
Signature

Lisette Calderon  
(Print Name)

  
Signature

Doreen Shearin  
(Print Name)

SURETY: Developers Surety and Indemnity Company

By  Agent and Attorney-in-Fact

Warren Alter  
(Print/Type Name)

Address: 800 SUPERIOR AVENUE E., 21ST FLOOR  
(Street)

CLEVELAND, OH 44114  
(City/State/Zip Code)

Telephone No.: (216) 328-6100

POWER OF ATTORNEY FOR  
COREPOINTE INSURANCE COMPANY  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
59 Maiden Lane, 43rd Floor, New York, NY 10038  
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint

Warren Alter, David Satine, Jonathan Bursevich, Russ Stampler and Joseph Schwartz, of Miami Lakes, FL

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective 07/03/2024 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: [Signature]  
Printed Name: Sam Zaza  
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf of which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:  
By [Signature] Barry W. Moses, Assistant Secretary  
060415E7ADE548C...

DocuSign Envelope ID: 3352BFD6-5E9D-4796-837E-C1E455E6530F

POA No. N/A

Ed. 0323

Signed and sealed this 11th day of June 2025.

ATTACHMENT F

QUALIFICATION OF BIDDERS

COMPLETE THE QUALIFICATIONS OF BIDDERS – CONSTRUCTION FORM IN BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND UPLOAD THE COMPLETED FORM TO THE RESPONSE ATTACHMENTS TAB FOR THE BID IN THE EBID SYSTEM

To demonstrate qualifications to perform the Work, and to be considered for award, each Bidder must submit written evidence, such as previous experience, present commitments and other such data as may be called for below (or in SUPPLEMENTARY CONDITIONS). Each Bid must contain evidence of Bidder’s qualification to do business in the State where the Project is located or covenant to obtain such qualification prior to executing the Agreement.

20

1

How many years has your organization been in business as a General Contractor?

2

State of Florida Contractor’s license #

CGC1508864

Broward County Certificate of Competency #:

Expiration Date:

3

What is the last project of this nature that you have completed?

NW 94TH AVENUE CROSSWALK AND ROADWAY DRAINAGE IMPROVEMENT PROJECT

4

Have you ever failed to complete work awarded to you? If Yes, where and why?

NO

5

List all work performed over the last year.

Project Name

Avery Lake

Owner’s Name

Straticon

Owner’s Address

1515 S Federal Hwy ,Ste 401, Boca Raton, FL 33432

Phone Number

561-301-2268

Nature of Work

Site work

Original Contract Completion Time (Days)

446

Original Contract Completion Date

3/1/2025

Actual Final Contract Completion Date 2/3/2025

Original Contract Price 3,153,232.18

Actual Final Contract Price 3,266,735.21

(Attach additional information as required)

6 List all work of similar type, complexity, and comparable value as described within the ITB's section B. Bidder's Responsiveness and Responsibility, 2.b. Prior Project Experience and References, as well as the nature of work performed. (Attach additional information on separate sheet)

**Project Name A** NW 94TH AVENUE CROSSWALK AND ROADWAY DRAINAGE IMPROVEMENT PROJECT

Owner's Name City of Tamarac

Owner's Address 7525 N.W. 88th Avenue Tamarac, FL 33321

Phone Number 954-205-5989

Nature of Work Road restoration and raised paver crosswalk

Original Contract Completion Time (Days) 200

Original Contract Completion Date 7/19/2025

Actual Final Contract Completion Date 05/08/2025

Original Contract Price \$1,111,469.76

Actual Final Contract Price 1,111,469.76

**Project Name B** Capitol Improvement

Owner's Name City of Miami

Owner's Address 444 SW 2nd Ave 4th Floor, Miami, FL 33130

Phone Number 786-399-3183

Nature of Work Road restoration

Original Contract Completion Time (Days) 275

Original Contract Completion Date 4/25/2023

Actual Final Contract Completion Date 3/1/2023

Original Contract Price 2,136,900

Actual Final Contract Price 2,136,900

**Project Name C** \_\_\_\_\_

Owner's Name \_\_\_\_\_

Owner's Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Nature of Work \_\_\_\_\_

Original Contract Completion Time (Days) \_\_\_\_\_

Original Contract Completion Date \_\_\_\_\_

Actual Final Contract Completion Date \_\_\_\_\_

Original Contract Price \_\_\_\_\_

Actual Final Contract Price \_\_\_\_\_

7 The following are names as three (3) individuals or corporations for which you have performed work of this nature and to which you list as references, excluding the City of Pompano Beach.

<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>	<u>CONTACT PERSON</u>
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NW 94 Ave Crosswalk Project	954-205-5989	Eric Woods	
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Capitol Improvement	786-399-3183	Tyrone Brown	
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8 Have you personally inspected the proposed work and have you a complete plan for its performance?

**Yes**

9 Will you sub-contract any part of this work? **Yes** Yes No

If Yes, list all proposed subcontractors to be used on this project if the Bidder is awarded the Contract for this project. The successful Bidder shall submit a COMPLETE list of any work that he proposes to subcontract and the proposed subcontractors prior to execution of the contract.

CLASSIFICATION  
OF WORK

NAME AND ADDRESS  
OF SUBCONTRACTOR

**Striping & Signs**

**Pavement Marking & Signs 2039 Opa Locka Blvd, Opa-Locka, FL 33054**

(Submit any additional contractors to be used on a separate sheet.)

10 The following information shall be provided for this project:

(a) Estimated total construction manhours **12,720**

(b) Percent manhours to be performed by Contractor's permanent staff **15%**

(c) Percent manhours to be performed by direct hire employees **80%**

(d) Percent manhours to be performed by Subcontractors **5%**

### **Equipment**

11 What equipment do you own that is available for the proposed work?

**Excavator, Dozer, Skid Steer Steer, Grader, Loader**

12 What equipment will you rent for the proposed work?

**None**

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13      What equipment will you purchase for the proposed work?

None

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## **EXHIBIT “B”**



## General Conditions

## ARTICLE 1. DEFINITIONS.

- 1.01 **The Contract Documents:** The Contract Documents consist of the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, Drawings, Plans, Specifications, and all modifications issued after execution of the Contract and all documents as defined in Article 9. "CONTRACT DOCUMENTS" of the Construction Agreement.
- 1.02 **The Owner, the Contractor, and the Project Consultant:** are those mentioned as such in the Contract Documents.
- 1.02.01 **Owner:** Pompano Beach Community Redevelopment Agency, Florida, (also referred to as the "City").
- 1.02.02 **Contractor:** The "party of the second part" to the Contract. The person, firm or corporation with whom a contract has been made with the Owner for the performance of the Work defined by the Contract Documents.
- 1.02.03 **Project Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services for development of the design and Contract Documents for the Work of this Project and provide Construction Contract Administration as described in the Contract Documents.
- 1.03 **City Engineer:** City Engineer of the City of Pompano Beach, Florida.
- 1.04 **Final Completion:** Means that date subsequent to the date of Substantial Completion at which time the Contractor has completed all of the Work (or designated portion thereof) in accordance with the Contract Documents as certified by the Project Consultant and/or approved by the Owner. In addition, Final Completion shall not be deemed to have occurred until any and all governmental bodies, boards, entities, etc., which regulate or have jurisdiction of the Work, have inspected, approved, and certified the Work.
- 1.06 **Inspector:** An employee(s) of The City of Pompano Beach, Florida, referred to hereinafter as the "**Inspector**," who(m) is/are assigned by the City Engineer to periodically inspect the Project during the construction process, and who assist(s) the City Engineer in reviewing field performance and its compliance with the Contract Documents.
- 1.06.01 **Resident Inspector:** An employee or subconsultant of the **Project Consultant** employed to perform either periodic or full-time specific inspection duties.
- 1.07 **Other Contractors:** Any person, firm or corporation with whom a Contract has been made by the Owner for the performance of any work on the site, which work is not a portion of the Work covered by the Contract.
- 1.08 **Owner's Representative:** The CRA Official who has been delegated responsibility by the Executive Director to act as the CRA's project coordinator. (In most cases, the City Engineer shall be assigned this duty.)
- 1.09 **Phase:** A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion, and liquidated damages. A Phase may be designated for completion by the Owner's own forces, or by Other Contractors.
- 1.10 **The Project:** The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.
- 1.11 **Punch List:** A list of items of work required to render complete, satisfactory, and acceptable the construction services provided for in the Contract Documents and created pursuant to Florida Statute 218.735(7)(a).
- 1.12 **Subcontractor:** A person or entity other than a materialman or laborer who enters into a Contract with Contractor for the performance of any part of Contractor's Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the

Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

- 1.13 **Sub-subcontractor:** A person or entity other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. The term "Sub-subcontractor" does not include separate subcontractors of a separate contractor.
- 1.14 **Submittals:** Are prepared by the Contractor or those working on his behalf (subcontractors, material suppliers, and others) to show how a particular aspect of the Work is to be fabricated and installed. The Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, workmanship bonds, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications, periodic and final "as-builts", surveys, videos and other types of information described in the specifications.
- 1.15 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which, as certified in writing by the Project Consultant, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.
- 1.16 **Subconsultant:** A person or organization of properly registered professional architects, engineers or other design professionals who has entered an agreement with the Project Consultant to furnish professional services in support of the Project Consultants agreement with the Owner.
- 1.17 **Superintendent:** The executive representative for the Contractor present on the work at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant and capable of superintending the work efficiently.
- 1.18 **Work:** The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- 1.19 **Written Notice:** Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by certified mail or other traceable delivery service to the last business address known to him who gives notice. Trackable electronic transmissions shall also be considered as written notice.

## ARTICLE 2. THE WORK.

- 2.01 The Contractor shall perform all of the Work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor and services directly related to the Work, and shall perform the Work in a good and workmanlike manner with sufficient manpower to perform the Work in accordance with the time requirements set forth in the Contract Documents, and shall perform all other acts and supply all other things necessary to complete the Work in strict accordance with the Contract Documents.
- 2.02 When completed the Work shall conform to the requirements of the Contract Documents and be completely ready for occupancy and finally completed.
- 2.03 The Contractor represents and warrants to the Owner that:
  - 2.03.01 It is financially solvent and has sufficient working capital to perform the obligations under this Construction Contract;
  - 2.03.02 It is experienced and skilled in the construction of the type of project described in the Contract Document;

- 2.03.03 It is able to provide the labor, materials, equipment and machinery necessary to complete the Work for the agreed upon price;
- 2.03.04 It is fully licensed under all applicable laws and authorized to do business in the State of Florida in the name of the entity identified as the "Contractor" in the Construction Contract, and is legally permitted to perform all the work set forth in this Construction Contract.
- 2.03.05 It has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural or man-made; the surface water conditions and water ways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings; and the location of electric and utility lines and water, sanitary, sewer and storm drain lines, as well as site ingress and egress. The Contractor acknowledges receipt and has reviewed the site geotechnical report provided for the Owner.
- 2.03.06 It will comply with all federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents.

**ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.**

- 3.01 The Contractor represents that:
  - 3.01.01 The Contractor and Subcontractors have fully examined and compared all Drawings, Specifications and other Contract Documents including but not limited to those relating to the architectural, structural, mechanical, electrical, civil engineering and plumbing elements and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.
  - 3.01.02 All construction materials, labor, methods, means, techniques, sequences and procedures required to carry out the Work, all safety precautions and programs required in connection with carrying out the Work, all conflicts, discrepancies, errors and omissions that Contractor is aware of as a result of the examination and comparison of the Contract Documents have been either corrected or clarified to the satisfaction of the Contractor prior to execution of this Construction Contract.
  - 3.01.03 The Contract Sum is reasonable compensation and represents the total lump sum cost for the Work and that all systems and Work shall be functional and in accordance with the requirements of the Contract Documents.
  - 3.01.04 The Contract Time is adequate for the performance of the Work.
- 3.02 The Contractor is responsible for all means, methods, techniques and sequencing of construction.
- 3.03 If, after execution of this Construction Contract, the Contractor detects a conflict, discrepancy, error or omission in the Contract Documents then it shall immediately notify Project Consultant and Owner prior to proceeding with the specific portion of the Work.

**ARTICLE 4. INTENT AND INTERPRETATION.**

- 4.01 With the respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:
  - 4.01.01 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the Owner and the Project Consultant of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.
  - 4.01.02 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
  - 4.01.03 The intent of the Contract Documents is to include all labor, materials, equipment services and transportation necessary for the proper execution of the Work. The Contractor shall continually refer to drawing, specifications and other Contract Documents in this regard.
  - 4.01.04 In the event of a conflict among the Contract Documents, the most stringent requirement to the Contractor shall control.

- 4.02 The Project Consultant shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.
- 4.02.01 The Project Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes, change order requests, substitution requests, requests for interpretation and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
- 4.02.02 Interpretations and decisions of the Project Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.
- 4.02.03 In the capacity of interpreter the Project Consultant shall endeavor to secure faithful performance by both the Owner and the Contractor, and shall not show partiality to either.

**ARTICLE 5. OWNERSHIP OF THE CONTRACT DOCUMENTS WHICH MAKE UP THE CONTRACT**

- 5.01 Subject to any rights the Project Consultant may have, the Contract Documents and each of them, as well as any other documents, intellectual property, software, computer-assisted material or disks relating to or regarding the Work, shall be and remain the property of the Owner. This shall be the case even if prepared, created or provided by the Project Consultant, Contractor, Subcontractor or others.
- 5.02 The Contractor shall have the right to keep copies of same upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of same on other projects without the Owner's prior written authorization.
- 5.03 The Contractor agrees to provide any and all items referred to in this Paragraph to Owner upon demand by Owner. In the event Contractor fails to provide same to Owner as demanded, Contractor acknowledges that the Owner will need same and will be irreparably harmed and be subject to an injunction to provide same.

**ARTICLE 6. TEMPORARY UTILITIES.**

- 6.01 Water For Execution of the Work: The Contractor shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.02 Electrical Energy: The Contractor shall provide temporary electrical energy and power lines sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.03 Temporary Sanitary Facilities And Sewers:
  - 6.03.01 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations and facilities for the use of his employees as may be necessary to comply with the regulations of any governmental agencies, departments, etc. which address or govern these issues.
  - 6.03.02 No nuisance will be permitted.
  - 6.03.03 Upon completion of Work, such facilities shall be removed and the premises left in a sanitary condition.
  - 6.03.04 Contractor is not permitted to use restrooms or other sanitary facilities within the Owner's existing building or on-site facilities unless the contrary is provided for elsewhere in the Contract Documents.

**ARTICLE 7. PROGRESS.**

- 7.01 Contractor shall provide the Owner with full information in advance as to its plans for performing each part of the Work. This shall include, but not be limited to, schedules provided to the Owner as Post-Award Information and subsequently

updated schedules submitted to the Owner on a monthly basis as required in Article 10 below, as a condition precedent to payment(s).

- 7.01.01 Such schedule shall be in a form acceptable to the Owner.
- 7.01.02 The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project.
- 7.01.03 Each such revision shall be provided to the Owner and the Project Consultant.
- 7.01.04 Compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to comply with said requirements shall constitute a material breach of this Contract.
- 7.01.05 By providing these Schedules to Owner, Owner does not in any way acknowledge or consent that the Schedules are acceptable or reasonable, but it is simply reviewing same for its own informational purposes.
- 7.02 If at any time during the progress of Work, the Contractor's actual progress is inadequate to meet the requirements of the Contract Documents, such as the required completion dates, the Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress so as to complete the Work on or before the required Substantial Completion Date.
- 7.02.01 If within a reasonable period as determined by Owner, the Contractor does not improve performance to meet the requirements of the Contract Documents, such as the required completion dates, then the Owner may require an increase in any or all of the following: Contractor's Subcontractor crews and Contractor's own labor force, the number of shifts, overtime operation, Contractor's supervision and additional days of work per week, all without cost to Owner.
- 7.02.02 Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract Documents.
- 7.03 Failure of Contractor to comply with the instructions of the Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within the time specified.
- 7.04 Upon such determination, Owner, in addition to any and all other rights set forth in the Contract Documents and remedies afforded Owner under the Contract Documents or at law, may:
  - 7.04.01 Elect to proceed with the Work with its own employees, agents, contractors, subcontractors, suppliers and assess all costs, expenses or fees for same against contractors and/or
  - 7.04.02 Terminate for cause Contractor's right to proceed with the performance pursuant to the Contract Documents, or any separable part thereof, in accordance with the applicable provisions of the Contract Documents.

#### **ARTICLE 8. EXPEDITING**

- 8.01 The Work, equipment, and material provided under this Contract may be subject to expediting by Owner.
- 8.02 Owner shall be allowed reasonable access to the shops, factories, and other places of business of the Contractor and/or Subcontractors for expediting purposes.
- 8.03 As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting, and Contractor shall cooperate with Owner and require Subcontractors to cooperate with Owner in such expediting.
- 8.04 Any expediting performance by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be provided under the Contract Document.

#### **ARTICLE 9. COMPLETION**

- 9.01 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Consultant a comprehensive Punch List

of items to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

- 9.01.01 For a Project with an estimated cost of less than million, the Punch List shall be completed within thirty (30) calendar days after Substantial Completion of the Project, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.01.02 For a Project with an estimated cost of million or more, the Punch List shall be completed within thirty (30) calendar days, unless otherwise extended elsewhere in the Contract Documents, but not to exceed sixty (60) calendar days, after reaching Substantial Completion, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.02 For a Project involving the construction of more than one building or structure, or involving a multiphased project, a Punch List shall be created for each building, structure, or phase of the Project pursuant to the limitations provided for above in 9.01.01 and 9.01.02, as applicable.
- 9.03 The failure to include any corrective work or pending items not yet completed on the List does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the contract. All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as defined by the Contract Documents.
- 9.04 Upon completion of all of the items on the Punch List, the Contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed 150 percent of the total costs to complete the outstanding item.
- 9.05 In the event that the Contractor fails, in whole or in part, to comply with the obligations and responsibilities required hereunder in paragraph 9.01, the Owner need not pay or process any payment request for remaining retainage.

## ARTICLE 10. CONTRACT PAYMENTS

- 10.01 Schedule of Values:
  - 10.01.01 The Contractor shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.
  - 10.01.02 The Contractor's Schedule of Values apportions the Contract Price among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.
  - 10.01.03 The Schedule of values shall be presented with such detail, and supported with whatever information the Project Consultant or the Owner reasonably requests.
  - 10.01.04 The Contractor shall not imbalance its Schedule of Values nor artificially inflate or exaggerate any element thereof. Contractor's failure to comply with this provision shall be grounds for Owner to terminate Contractor, as provided for elsewhere herein.
- 10.02 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures provided herein.
  - 10.02.01 On or before the **15th** day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit an Application for Payment to the Owner for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Contractor and Owner and as provided for in the Contract Documents. The Contractor shall also deliver a copy of the Application for Payment to the Project Consultant.
  - 10.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Project Consultant, the Owner, or both.

- 10.02.03 The Owner shall not be required to pay for stored materials or equipment except as set forth in Article 25 below.
- 10.02.04 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the Work has been properly installed or performed in substantial compliance with the requirements of the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested.
- 10.02.05 Upon receipt of the Application for Payment, the Project Consultant shall:
- a. Within ten (10) days, review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents.
  - b. Approve in writing the amount which, in the opinion of the Project Consultant, is properly owing to the Contractor.
- 10.02.06 The Owner shall make payment to the Contractor within fifteen (15) days following the Project Consultant's written approval of the Application for Payment but in no event later than twenty-five (25) days after the invoice was received by the Owner.
- 10.02.07 The Owner may reject the Application for Payment within twenty (20) business days after the date on which the Application for Payment is stamped as received. The rejection shall be in writing and shall specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.
- 10.02.08 If the Owner disputes a portion of an Application for Payment, the undisputed portion must be timely paid.
- 10.02.09 The Contractor may submit a corrected Application for Payment which corrects the deficiency or deficiencies specified in writing by the Owner. The Owner shall either pay or reject the corrected Application for Payment within ten (10) business days after receipt of same.
- 10.02.10 If a dispute regarding the Application for Payment cannot be resolved pursuant to the process outlined herein, it must be resolved in accordance with the dispute resolution procedures outlined in Article 45.
- 10.02.11 The amount of each monthly payment shall be the amount approved for payment by the Project Consultant less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents or reasonable business practices. In the event of a dispute with regard to a portion of the Application for Payment, the Owner shall pay the undisputed portion pursuant to the timeline established in this Section.
- 10.02.12 The Project Consultant's approval of the Contractor's Applications for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in the Contract Documents.
- 10.02.13 The submission by the Contractor of an Application for Payment also constitutes an affirmative representation and warranty that all Work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance by any person whatsoever.
- 10.02.14 As a condition precedent to payment, the Contractor shall, as required elsewhere in the Contract Documents and as required by the Owner, also provide to the Owner documents relating to the Project, including but not limited to, updated schedules and daily logs, properly executed documents that all subcontractors, materialmen, suppliers or others having rights, acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any rights or other claims of any nature relating to the Project.
- 10.02.15 Furthermore, the Contractor warrants and represent that, upon payment of the Application for Payment submitted, title to all work included in such payment shall be vested in the Owner.
- 10.02.16 Dollar Value/Time Graphs: Each of the Contractor's Application for Payment shall be accompanied by a graph, prepared by the Contractor, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.

- 10.03 When payment is received from the Owner, the Contractor shall within five (5) days pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for all work covered by such payment. In the event such payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable procedures in order to protect Owner's interest or Owner's desire to assist in having subcontractors, laborers, suppliers, materialmen or others paid.
- 10.04 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.

**ARTICLE 11. WITHHOLDING PAYMENT TO CONTRACTOR**

- 11.01 The Owner may withhold as retainage five (5) percent of the payment owed to the Contractor until completion of the Project.
- 11.02 If the CRA pays the retainage amount upon the Contractor's request which is attributable to the labor, services, or materials supplied by one or more contractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors or suppliers.
- 11.03 Regardless of the provisions in this Article, in no event shall the Owner be required to pay or release any amounts that are the subject of a good faith dispute, a claim brought pursuant to Fla. Stat. § 255.05, or otherwise the subject of a claim or demand by the Owner.
- 11.04 In addition to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion if any of the following exists:
- 11.04.01 The Work is not proceeding in accordance with the Construction Documents Schedule as anticipated by the Project Consultant or the Owner. In that event, the Project Consultant or the Owner will assess the anticipated delay and the Owner will use the amounts specified for Liquidated Damages as the basis for amounts withheld. Said funds shall be held until such time as the Project Consultant or Owner determine that the Work is back on schedule. By making said funds available to Contractor, Owner does not waive its right to assess liquidated damages at the completion of the Project;
- 11.04.02 Liquidated Damages as set forth in this Contract;
- 11.04.03 Defective Work unremedied;
- 11.04.04 Punch-List items unremedied;
- 11.04.05 Subject to Owner's written notice to Contractor in accordance with the Contract Documents back charge items for work performed by Owner or another contractor at the request of Owner, which work is within the scope of the Work under this Construction Contract;
- 11.04.06 Claims filed by subcontractors, laborers, suppliers, materialmen or others;
- 11.04.07 Failure to comply with any and all insurance requirements;
- 11.04.08 Failure of the Contractor to make payment properly to Subcontractors or others;
- 11.04.09 Damage to the Owner or another contractor;
- 11.04.10 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion Date;
- 11.04.11 Failure of the Contractor to carry out any of its obligations in accordance with the Contract Documents;



- 11.04.12 Failure of the Contractor to submit the information or documents required by this Contract or reasonably required by Owner, including but not limited to schedules and daily logs.

**ARTICLE 12. CONTRACTOR'S RIGHT UPON NONPAYMENT.**

- 12.01 If within thirty (30) days of the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days written notice of its intent to cease work to the Owner.

**ARTICLE 13. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER.**

- 13.01 The Owner shall furnish to the Contractor, prior to the execution of the Contract, any and all written and tangible material, including but not limited to surveys and other information concerning existing conditions on the Site.
- 13.02 The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey.

**ARTICLE 14. LICENSES AND PERMITS.**

- 14.01 All licenses and permits necessary to commence and prosecute the Work to completion shall be procured and paid for by the Contractor, unless expressly provided for elsewhere in the Contract Documents.
- 14.03 All easements and rights-of-way will be procured and paid for by the Owner unless otherwise specifically provided within the Contract Documents.

**ARTICLE 15. CEASE AND DESIST ORDER.**

- 15.01 In the event the Contractor fails or refuses to perform the Work as required herein, the Owner may instruct the Contractor to cease and desist from performing the Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected and the Owner instructs that the Work may resume.
- 15.02 In the event the Owner issues such instruction to cease and desist, and in the further event the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner.
- 15.03 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

**ARTICLE 16. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR.**

- 16.01 The Contractor shall perform the Work in accordance with the Contract Documents.
- 16.02 The Contractor shall supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.
- 16.03 The Contractor hereby warrants that all labor provided under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all material and equipment provided shall be new and of high quality, that the Work will be complete, of high quality, without defects, and in compliance with the requirements of the Contract Documents. Any Work not complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.
- 16.04 Unless expressly provided for elsewhere in the Contract Documents, the Contractor shall obtain and pay for all required permits, fees, and licenses and shall comply with all legal requirements applicable to the Work.

- 16.05 The Contractor shall prepare and submit schedules and supporting documentation as required elsewhere in the Contract Documents.
- 16.06 Record Keeping on Site:
- 16.06.01 The Contractor shall keep a daily log, an updated copy of the Contract Documents, approved shop drawings and other submittals, and other documents and materials as required by the Contract Documents at the site.
- 16.06.02 All of these items shall be available to the Owner and the Project Consultant at all regular business hours.
- 16.06.03 Upon final completion of the Work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner.
- 16.07 Shop Drawings And Other Submittals:
- 16.07.01 The Contractor shall submit for approval with reasonable promptness and in a timely manner so as to cause no delay in the Work, various submittals including shop drawings as required for the Work of the various trades.
- 16.07.02 These shop drawings and other submittals shall be in accordance with the requirements of the Contract Documents and shall be carefully checked in every respect and signed by the Contractor before submitting same to the Project Consultant.
- 16.07.03 Shop drawings and other submittals from the Contractor are not part of the Contract Documents but are documents prepared and utilized by the Contractor to coordinate the Work.
- 16.07.04 The Contractor shall not do any Work requiring shop drawings or other submittals unless such have been approved in writing by the Project Consultant.
- 16.07.05 All Work requiring approved shop drawings or other submittal shall be done in compliance with such approved documents. However, approval by the Project Consultant or the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents.
- 16.07.06 The Owner and the Project Consultant shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.
- 16.07.07 The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.
- 16.07.08 The Contractor shall have the duty to carefully review, inspect and examine any and all submittal and resubmittals before submission of same to Owner or the Project Consultant.
- 16.08 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of debris, trash and excess materials or equipment. In the event the Project is located at or near occupied facilities, then Owner may establish additional rules and regulations regarding condition at the Project, including but not limited to, keeping the Project and the occupied premises clean, safe and secure.
- 16.09 At all times, the Contractor shall permit the Owner and the Project Consultant to enter upon the Project site and to review or inspect the Work.

**ARTICLE 17. SUBCONTRACTS.**

- 17.01 The Contract Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor. Contractor shall not replace Subcontractor without good cause.
- 17.02 The Contractor shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:

- 17.02.01 The general form of Subcontract Agreement used by the Contractor within thirty (30) days of execution of the Construction Contract.
- 17.02.02 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within ten (10) days of said change.
- 17.02.03 Copies of executed Subcontractor Contracts within ten (10) days of their execution.
- 17.02.04 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application For Payment submitted by the Contractor.
- 17.03 All contracts with Subcontractors shall incorporate by reference the terms and conditions of this Construction Contract.
- 17.04 The Contractor shall cause and require to be included in all Subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the Subcontracts in the event the Contractor is replaced by another contractor pursuant to the terms of the Contract Documents. The Contractor shall also include in all Subcontracts a provision requiring the Subcontractor, in the event of the Contractor's termination, to consent to the assignment of their Subcontracts to the Owner.
- 17.05 The Owner may at any time request from the Subcontractors, or any of them, a sworn statement of account with the Contractor and the Contractor shall cause to be included in all Subcontracts a requirement that the Subcontractors provide said sworn statement upon Owner's request.
- 17.06 Each Subcontractor and supplier must agree to assign all of its warranties to Owner. In addition, each Subcontractor and supplier must warrant all of its Work, equipment, materials and labor to Owner in accordance with the terms and provisions of its contractual obligations to Contractor and any legal or statutory provisions that apply to its work, materials or equipment.
- 17.07 Owner may at its discretion require Contractor to have major sub-subcontractors or suppliers comply with the requirements of this Article 16 or other provisions of the Contract Documents.

#### **ARTICLE 18. CONTRACTOR'S SUPERINTENDENT**

- 18.01 Before starting the Work, Contractor shall designate an English speaking, competent, authorized representative (hereinafter Superintendent), acceptable to the Owner, to represent and act for the Contractor. The Contractor shall:
  - 18.01.01 Inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitation on such authority.
  - 18.01.02 Keep the Owner informed of any subsequent changes in the foregoing.
- 18.02 The Superintendent shall be present (or be temporarily represented by a person familiar with the project work activities and schedule) at the site of the Work at all times when the Work is actually in progress.
- 18.04 All notices, determinations, instructions and other communications given to the Contractor's Superintendent shall be binding upon the Contractor.
- 18.05 The Superintendent shall maintain a daily log/report which shall include at least the following information: weather conditions; trades at site; manpower totals by trade; heavy equipment in use; activities in progress; and inspections at site. Copies of the daily entries shall be provided to the Owner once per month, or as required elsewhere in the Contract Documents.

#### **ARTICLE 19. COOPERATION WITH OTHERS.**

- 19.01 The Owner and other contractors and subcontractors may be working at the site during the performance of the Construction Contract, and Contractor's work may be interfered with as a result of such concurrent activities. Contractor shall fully cooperate with Owner and other contractors to avoid any delay or hindrance of the Work. Owner may require

that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.

- 19.02 If any part of the Contractor's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner or separate contractor's work as fit and proper to receive Contractor's Work, except as to defects which may subsequently become apparent in such work performed by others.

**ARTICLE 20. SITE CONDITIONS.**

- 20.01 Contractor shall have the sole responsibility to conduct reasonable inspection of the site and to satisfy itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of material; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted in the Contract Documents; governmental processes and requirements for obtaining permits other than issuance of the original building permits, certificates of occupancy and other regulatory/utility approvals; physical conditions at the work sites and the Project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quality of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Construction Contract; and all other matter which can in any way affect performance of the Construction Contract, or the cost associated with such performance.
- 20.02 The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work.
- 20.03 Contractor may reasonably rely upon site documentation provided by the Owner. In the event that during the course of the Work Contractor encounters an underground utility facility that was not shown on the Contract Documents; or 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; 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, Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, within forty-eight (48) hours of their discovery, notify Owner and Project Consultant in writing of the existence of the aforesaid conditions. Project Consultant and Owner 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 Project Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not changed as a result of the conditions, Project Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Owner and Contractor cannot agree on an adjustment in the Contract price or the Contract time, the adjustment shall be referred to Project Consultant for determination. Should Project Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, Project Consultant shall so notify Owner and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto. No request by Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Project Consultant as the date of substantial completion.

**ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.**

- 21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.
- 21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.
- 21.01.02 Contractor shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

- 21.02 Contractor shall comply with all applicable laws and regulations.
- 21.02.01 Contractor shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner.
- 21.02.02 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.
- 21.02.03 Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining property security for the above noted items, nor shall it be constructed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- 21.03 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to Owner in a timely manner.

**ARTICLE 22. PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT.**

- 22.01 Contractor shall be responsible for and shall bear any and all risks of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of the Work under this Contract.
- 22.02 Permanent openings for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the Work will be delivered to the Owner in proper, whole and unblemished condition.

**ARTICLE 23. ADMINISTRATION OF THE CONTRACT.**

- 23.01 The Project Consultant will provide Administration of the Contract.
- 23.01.01 For those projects for which the City Engineer serves as the Project Consultant, all references to the Project Consultant shall be considered to be the City Engineer.
- 23.01.02 In the event the Owner should find it necessary to replace the Project Consultant, the Owner shall retain a replacement and the role of the replacement shall be the same as the role of the original Project Consultant.
- 23.02 Unless otherwise directed by the Owner in writing, the Project Consultant will perform those duties and discharge those responsibilities allocated to the Project Consultant by the Owner.
- 23.03 Neither the Project Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the Work or for the acts of omission or commission of the Contractor, its Subcontractors or their agents or employees.
- 23.04 The Project Consultant and Owner will each have the authority to reject Work which does not conform to the Contract Documents and to require special inspection or testing with prior approval by the Owner. Neither the Project Consultant's nor the Owner's authority to act under this Paragraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Consultant or the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 23.05 The Contractor shall forward all communications to the Project Consultant, with simultaneous copies to the Owner.
- 23.06 The Project Consultant will review and certify the Contractor's Application for Payments which the Owner must subsequently approve prior to Payment of the Contractor.
- 23.07 The Project Consultant shall approve shop drawings for design only, the Contractor being responsible for all dimensions, quantities, etc., necessary to complete the Work in compliance with the Drawings and Specifications and other Contract Documents.

- 23.08 The duties, responsibilities and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Contractor, the Project Consultant, and the Owner.
- 23.09 Notwithstanding anything to the Contrary in these General Conditions or any other "Contract Document" as that term is defined in the Professional Services Agreement between the Pompano Beach CRA and the Project Consultant, it is not the intention nor shall any of the provisions of those documents act as a release, limitation or discharge of the obligations or responsibilities of the Project Consultant pursuant to its agreement with the Owner.
- 23.10 The Project Consultant will utilize the Contractor Performance Report to monitor and record the Contractor's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to the contract.

**ARTICLE 24. MATERIALS.**

- 24.01 The Contractor shall provide materials and equipment as required in the Contract Documents. No substitution will be permitted except in the instance where a material is no longer available during the progress of the Work or is deemed by the Owner to be no longer suitable or appropriate for incorporation into the Work or for obvious economic benefits accruable to the Owner.
  - 24.01.01 Any such substitution must be approved by the Project Consultant and Owner prior to incorporation of the proposed substitution into the Work.
  - 24.01.02 Proposed substitutions must be submitted for consideration from the Contractor to the Project Consultant and the Owner. Documentation for the proposed substitution must include, but is not limited to substantiation of the Contractor's efforts to obtain the originally specified materials including documentary evidence from the original materials' manufacturer that such materials are not available.
  - 24.01.03 Product delivery lead times shall not serve as a basis for any substitution request except for where approved in advance by the Owner.
  - 24.01.04 All additional costs incurred by the Owner as the result of any substitution will be the direct responsibility of and borne by the Contractor.
- 24.02 The Contractor shall make written request to the Project Consultant for and obtain his written approval of the use of any materials proposed for use when "approval" materials are specified or a performance type specification is utilized without mentioning any standard by name.
- 24.03 If, in the opinion of the Project Consultant, a specified product or equipment no longer meets the quality of the products or equipment required for the Work, Project Consultant shall request a Change Order Proposal from the Contractor for modifying the Contract to incorporate the respective changes to the Work required, the Contract amount, and the Contract Time as beneficial to the Owner.

**ARTICLE 25. STORED MATERIALS.**

- 25.01 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.
  - 25.01.01 Contractor is not entitled to payment for same except for those materials which in Owner's discretion are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) days of delivery to the construction site.
  - 25.01.02 The storage facilities and methods of storing shall meet Owner's approval and shall be in accordance with manufacturer's recommendations, or Owner will not be obligated to pay for same.
  - 25.01.03 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.
  - 25.01.04 Owner may at its discretion require material to be stored in an air-conditioned location.

- 25.02      Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Contractor also complies with the following:
- 25.02.01      An applicable purchase order is provided listing the materials in detail and identifying the Contract Documents, by name, with verification that the total value of the purchase order amount reconciles with the corresponding application for payment stored materials line item value.
- 25.02.02      Evidence that proper storage security is provided.
- 25.02.03      The Owner is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.
- 25.02.04      The Contractor and/or its Subcontractor have provided insurance for the Stored Materials against loss, damage (from whatever source), or disappearance, including loss or theft prior to incorporation into the Work. By execution of the Contract, Contractor releases Owner from any responsibility for Stored Materials and assumes all liability for and risk of loss or damage, by whatever means, including Owner's alleged negligence, regardless of whether the Owner has paid for said Stored Materials.
- 25.03      Once any Stored Material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Project or upon subsequent written approval by Owner.
- 25.04      No Applications for Payment shall be submitted nor payments made based on the value of materials stored at locations other than the Project, unless otherwise approved in writing by the Owner.
- 25.05      It is further agreed between the parties that the transfer of title and the Owner's payment for any Stored Material pursuant to the Contract Documents shall in no way relieve the Contractor of the responsibility for providing and installing such material in accordance with the requirements of the Contract Documents.
- 25.06      The Contractor warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the Owner either by incorporation in the Project or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.
- 25.07      In the event stored materials which Owner is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) days of when they are delivered to the site, Contractor shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Contractor's next application for payment..

**ARTICLE 26.    INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.**

- 26.01      All material and equipment provided and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, inspections, observations or quality audit by Owner, Project Consultant and any inspectors conducting an inspection pursuant to code, law, regulations, etc.
- 26.01.01      Contractor shall provide safe and adequate facilities, and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit.
- 26.01.02      The Contractor shall permit and facilitate inspection of the Work by the Owner, Project Consultant, Inspectors for any governmental agency, authority, or board.
- 26.01.03      Owner also reserves the right to designate others such as consultants, commissioning authorities, test and balance agents, forensic specialists, etc. to conduct inspections during or subsequent to the Work as Owner in its discretion desires.

- 26.01.04 Owner and Project Consultant shall be afforded full and free access to the shops, factories or places of business of Contractor and its Subcontractors for such quality surveillance, observation or quality audit and to determine the status of the Work.
- 26.01.05 In the event the Project Consultant or Owner requires a factory inspection, the Contractor shall notify the suppliers that the material shall not be produced or fabricated without due notice to the Project Consultant and Owner and an opportunity for such inspection.
- 26.02 If any Work should be covered up without approval or consent of the Project Consultant or Owner, it must, if required by the Project Consultant or Owner, be uncovered for examination at the Contractor's expense.
- 26.03 If any material, equipment or workmanship is determined by Owner, City Engineer, Project Consultant or Inspector either during performance of the Work or on final quality surveillance, or during any applicable warranty period, to be defective or not complying with the requirements of this Construction Contract, Owner, City Engineer, Project Consultant or Inspector will notify Contractor in writing that such material, equipment or portions of the Work is rejected and Owner reserves the right to withhold payment on any such item or seek compensation from Contractor for same. Thereupon, Contractor shall, at its own expense, immediately remove, replace or correct such defective material, equipment or portions of the Work by making the same comply strictly with all requirements of the Contract Documents. The Contractor shall be responsible for the costs of any additional site observations, special inspections and/or testing, or other activities of either the Project Consultant or the Owner made necessary by the correction of such defective materials, equipment or portions of the Work.
- 26.04 Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, shall prejudice the rights of Owner to correct or reject the same as hereinafter provided.

**ARTICLE 27. WARRANTY.**

- 27.01 Unless otherwise provided elsewhere in the Contract Documents, all material and equipment incorporated into any Work covered by the Contract Documents shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner and Project Consultant.
- 27.02 Unless otherwise provided in the Contract Documents, Contractor warrants all Work, equipment, materials and workmanship to be in accordance with the Contract Documents, any and all applicable codes, proper and workmanlike, first class and free from defects for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Contract Documents in which case the longer periods of time shall prevail) from and after Final Completion of the Work under the Contract Documents, regardless of whether the same were provided or performed by Contractor or by any Subcontractor.
- 27.03 Contractor's warranty with respect to latent defects shall be in accordance with Chapter 95, Florida Statutes, and other applicable provisions of State law.
- 27.04 In the event of damage or injury to persons or property or other consequential or resultant damages result from Contractor's breach of any warranties, then the Contractor will be responsible for same.

**ARTICLE 28. OFFICE SPACE FOR THE OWNER'S PERSONNEL.**

- 28.01 The Contractor shall provide, at Contractor's expense, for the duration of the Work, a suitable lockable office for any Owner designated personnel.

**ARTICLE 29. PROJECT RECORD DOCUMENTS AND SURVEY.**

- 29.01 A marked up record set of the Contract Documents and other project records as required elsewhere within the Contract Documents will be kept up to date by the Contractor on the jobsite at all times. These documents will be given to the Project Consultant at the completion of the Work as required by the Contract Documents, and properly labeled as "Project Record Documents."



- 29.02 In addition to the "Project Record Documents", the Contractor will cause to have prepared by a Surveyor, registered in the State of Florida, a site survey clearly representing all Work done under this Contract and updating the original survey as may have been provided by the Owner.
- 29.03 The Contractor shall submit Project Record Documents and Survey in the manner and format specified elsewhere in the Contract Documents.
- 29.04 This is a critical item and final payment will be withheld from the Contractor until "Project Record Documents" and survey are provided by the Contractor and approved by the Project Consultant.

**ARTICLE 30. SALVAGE.**

- 30.01 Any salvage resulting from clearing, grubbing, grading, draining, remodeling or altering any existing facilities on this site shall be the property of the Owner; and this material shall be piled or stacked on the site if the Owner desires this material.
- 30.02 If this material is not desired by the Owner, it shall be disposed of by the Contractor at his expense.

**ARTICLE 31. CLAIMS BY THE CONTRACTOR.**

- 31.01 Although Contractor acknowledges the No Damage for Delay clause set forth in Article 6 of the Agreement between Owner and Contractor, in the event the Contractor is entitled to assert any other claim against Owner for any reason, claims by the Contractor against the Owner (except for claims asserted under Article 20 which are treated as set forth therein), are subject to the following terms and conditions:
  - 31.01.01 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner, c/o the CRA, and the Project Consultant. Such claim shall be received by the Owner and the Project Consultant no later than fifteen (15) calendar days after the event, or the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim and the actual damages or injuries suffered;
  - 31.01.02 The Contractor shall continue diligently with its performance hereunder regardless of the existence of any claims submitted by the Contractor;
  - 31.01.03 In the event the Contractor seeks to make a claim, as a condition precedent to any such claim the Contractor shall strictly comply with the notice requirements above and such claim shall be made by the Contractor before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur, i.e., providing notice as required in Article 31.01.01 above, shall constitute a complete waiver by the Contractor of any claim for additional compensation or extension of time. This written notice requirement may not be waived by verbal representations or the acts of representatives of the Owner or Project Consultant;
  - 31.01.04 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost of labor and materials incurred by the Contractor at the jobsite and shall in no event include indirect cost, overhead, loss of profit, or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties including, but not limited to, subcontractors, suppliers, laborers, etc.

**ARTICLE 32. CHANGE ORDERS.**

- 32.01 One or more changes to the Work within the general scope of this Contract may be ordered by the Owner by Change Order, Project Consultant's Supplementary Instructions, and Construction Change Directives.
- 32.02 The Contractor shall proceed with any extra Work or changes which alter the Contract by adding to, or deducting from the Contract Sum or Contract Time in strict accordance with the following terms and conditions:
  - 32.02.01 Change Order shall mean a written order to the Contractor executed by the Owner and the Project Consultant after execution of this Contract, directing a change in the Work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;

- 32.02.02 Any change in the Contract Price or time resulting from a Change Order shall be determined as follows:
- a. By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price or time being set forth in Change Order in accordance with Article 32.02.08 below, and (b) the execution of the Change Order; or,
  - b. If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived based upon the Cost Plus Price basis (as set forth in Article 32.02.08 below) by determining the "total actual costs" (in accordance with Article 32.02.09 below), incurred or savings achieved, resulting from revisions in the Work. Such total actual costs or savings shall include a component for direct jobsite overhead and profit but under no circumstances shall it include non-job site overhead expenses or costs or any other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Project Consultant requires. If agreement is not reached as to the change in time, Contractor shall be given a reasonable time based upon the scope of Work required by the change.
- 32.02.03 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work and the change in the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for issues or matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.
- 32.02.04 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Project Consultant, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto, and that the penal sums of the performance and payment bonds furnished by Contractor and Surety are adjusted coextensively with the amount of the Change Order.
- 32.02.05 The Owner, without invalidating the Contract, may require the change for any reason whatsoever. All such Work shall be executed under the terms of the original Contract.
- 32.02.06 All change orders and adjustments shall be in writing and executed by the Contractor and Owner; otherwise, no claim for additional compensation or time will be allowed.
- 32.02.07 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the total actual cost (as set forth in Article 32.02.09 below) saved as confirmed by the Project Consultant. The amount shall not include an amount for the overhead and profit of the Contractor which the Owner is not required to pay as a result of the deletion or decrease. When both additions and credits covering related Work or substitutions are involved in a change, the overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change.
- 32.02.08 The value of any change ordered under the Contract for extra Work and/or any reductions in Work required, shall be determined under one or more of the following procedures before a written Change Order is issued.
- a. By **UNIT PRICES** named in the Contract or subsequently agreed upon by the Owner and the Contractor, which prices shall include Contractor's overhead and profit.
  - b. By **LUMP SUM PRICE** agreed upon actual reasonable costs and direct job site overhead by the Owner and the Contractor, which price shall include Contractor's overhead and profit but under no circumstances shall it include non job site overhead, expenses or costs or any other indirect costs; a breakdown of the estimated costs comprising the lump sum price may be required by the Project Consultant for his review. Percentage for overhead and profit shall be determined in accordance with the method listed for COST PLUS PRICE, subparagraph (c.) below.

- c. By a **COST PLUS PRICE** based on total actual costs as defined in Article 32.02.09 below, plus an added percentage, all determined as follows:

**OVERHEAD AND PROFIT:**

JOB SITE OVERHEAD, including supervision and the furnishing, use and maintenance of small tools and ordinary equipment incidental to and required for the work of subcontractors (whether performed by them or others) shall be considered to be just and fully compensated for, by adding an amount equal to five percent (5%) of the sum of material costs (as defined under Article 34.08.09(a) below) and labor costs (as defined under Article 34.08.09(b) below), and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non job site overhead, expenses or costs.

PROFIT, may then be added by the subcontractor to the above material costs and labor costs, including the JOB SITE OVERHEAD allowance, at the rate of 10% of the sum of those costs.

JOB SITE OVERHEAD, including general supervision and the furnishing, use and maintenance of small equipment incidental to and required for the Work of the General Contractor (including that of his subcontractors) shall be considered to be just and fully compensated for by adding an amount equal to ten percent (10%) of the sum of material costs (as defined under Article 32.08.09(a) below and labor costs (as defined under Article 32.08.09(b) below) and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non job site overhead expenses or costs.

PROFIT may then be added by the Contractor to the above material costs and labor costs, including the JOB-SITE OVERHEAD allowance, at the rate of five percent (5%) of the sum of those costs.

- d. **BOND ALLOWANCE**, for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (1%) of the total cost of the change, (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.

32.02.09 The total actual costs of materials, labor and equipment rentals may include the following only:

- a. Material costs actually recorded by the Contractor and/or subcontractors as they are delivered to the site and as evidenced from originally receipted invoices, listing appropriate quantities and unit prices. Records in proper form shall be maintained and available to the Project Consultant at all times.
- b. Labor costs represented by the actual wages paid to all laborers, apprentices, journeymen, and foremen involved in and necessary to completing the particular construction operations, for each day and every hour such labor teams and foremen are actually employed and on the extra Work required, including the net cost of insurance, Social Security and Workmen's Compensation. The furnishing, use and maintenance of small tools and ordinary equipment normal to the work of individual workmen in the trades will be considered part of the labor costs. Records in proper form shall be maintained and available to the Project Consultant at all times.
- c. Rentals for special equipment or machinery such as power-driven roller, tractors, trucks, shovels, drills, mixers, pumps, hoists, etc., required for the economical performance of the Work, at reasonable rental prices agreed upon before work commences, shall be allowed the Contractor and/or his subcontractors by the Project Consultant for each and every hour such special equipment is in use on the particular work.

32.02.10 The Contractor is obligated to proceed with the Work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances the Owner, CRA or Project Consultant will issue a Construction Change Directive to Contractor providing for the scope of work to be performed and the payment therefore based on 32.02.09 above. A Change Order or proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents.

32.02.11 The Contractor, Owner and Project Consultant shall administer and document the Change Order process by utilizing the documentation specified elsewhere in the Contract Documents, including a Construction Change Directive.

- 32.03 The Project Consultant will have authority to order minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order of the Project Consultant and such changes shall be binding on the Owner and the Contractor.
- 32.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The Pompano Beach CRA, under the City of Pompano Beach's General Services Manual, the rules of which are incorporated below:
- A. The Executive Director is authorized to approve change orders up to the cumulative total of 10 percent of the original construction contract amount, not to exceed \$75,000 in the aggregate.
  - B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 32.04A above, all subsequent change orders will require prior CRA Board approval, except in emergency cases as declared by the Executive Director, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.
  - C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by CRA Board action at the next regular meeting of the CRA Board.

**ARTICLE 33. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.**

- 33.01 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Consultant, such work shall be uncovered and displayed for the Owner's or Project Consultant's inspection upon request, and shall be reworked at no cost in time or money to the Owner.
- 33.02 If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph (A) above, it shall, if directed by the Owner or the Project Consultant, be uncovered and displayed for the Owner's or Project Consultant's inspection. If the uncovered work conforms substantially with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner; otherwise, such costs shall be borne by the Contractor.
- 33.03 The Contractor shall, at no additional cost in money to the Owner or extension of time correct work rejected by the Owner or by the Project Consultant as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.
- 33.04 In addition to its warranty obligations set forth elsewhere herein, the contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twenty-four (24) months following final completion upon written direction from the Owner.
- 33.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.
- 33.05.01 In such event, the Contract Price shall be reduced, at Owner's option, by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work.
- 33.05.02 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the owner such remaining compensation for accepting defective or nonconforming work.

**ARTICLE 34. SAFETY, PROTECTION OF WORK AND PROPERTY.**

- 34.01 Contractor shall be fully and solely responsible for conducting all operations under this Construction Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continuously and diligently inspect all Work, material and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.

- 34.02 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters.
- 34.03 Contractor shall provide safety equipment and enforce the use of such equipment by its employees.
- 34.04 Contractor shall maintain accurate accident and injury reports and shall provide to Owner a monthly summary of injuries and man hours lost due to injuries.
- 34.05 Contractor shall maintain all portions of the Work in a neat, clean and sanitary condition at all times.
- 34.06 Contractor shall assure that all Subcontractors shall, without expense to Owner, comply with the foregoing.
- 34.07 Contractor shall comply with any and all rules, regulations, laws, etc., which apply to safety requirements, including but not limited to OSHA requirements.
- 34.08 Safety Precautions and Programs:
- 34.08.01 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- 34.08.02 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Project Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written notice from the Owner. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner, Contractor and Project Consultant.
- 34.08.03 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).
- 34.09 Safety of Persons and Property
- 34.09.01 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- a. Employees on the Work and other persons who may be affected thereby;
  - b. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
  - c. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 34.09.02 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of person or property or their protection from damage, injury or loss.
- a. The Contractor and his Subcontractors shall comply with and conform in all respects to the standard set forth in the Occupational Safety and Health Act (OSHA) of 1970.
  - b. The Contractor shall prominently post and maintain on the jobsite:
    - 1) OSHA 200: Log and summary of occupational injuries and illnesses.
    - 2) OSHA 2203: Provisions of the Act poster.
- 34.09.03 The Contractor shall implement and maintain a continuing safety program applicable to all Contractor employees, Subcontractors, and Sub-subcontractors, to include:

- a. Designating a responsible member of the Contractor's organization at the site as the Contractor's "Safety Officer" whose duty shall be the prevention of accidents, safety inspections, and accident documentation. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Consultant.
  - b. Holding weekly safety meetings with employees and Subcontractors.
  - c. Implementing OSHA Voluntary Protection Programs.
  - d. Ensuring the presence of an American Red Cross (or other organization acceptable to the Owner) certified Cardiopulmonary Resuscitation (CPR) and first-aid trained individual on site at all times.
  - e. Compliance with the Drug Free Work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991, and the certification of compliance with the same as required by the Owner in Document 00457, Drug-Free Workplace Certification.
  - f. Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
  - g. Ensuring that employees are not discriminated against or discharged for filing reasonable safety or health complaints or for otherwise exercising their rights in these regards.
- 34.09.04 When use of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 34.09.05 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to properly caused in whole or in part by the Contractor, a Subcontractor or a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is reasonable, except damage or loss attributable to acts or omissions of the Owner or Project Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor.
- 34.09.06 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- 34.09.07 Building materials, Contractor's equipment and other supplies may be stored on the premises, but the placing of same shall be in substantial, watertight storage sheds upon the premises where directed in which he shall store all materials which would be damaged by weather. This shall in no manner relieve the Contractor from full responsibility for such materials. Sheds and other storage structures must be secured and anchored in a manner sufficient to withstand hurricane force winds as defined by applicable codes but not less than a 120 mile per hour wind uplift force.
- 34.10 **Emergencies:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

#### ARTICLE 35. ROYALTIES AND PATENTS.

- 35.01 The Contractor shall pay all royalties and license fees.
- 35.02 The Contractor shall be responsible for all infringement of patent rights and shall assume the defense, including payment of attorney fees and costs, of any suit brought against Contractor and/or Owner for infringement of any United States patent or for wrongful use of proprietary information of any third party.
- 35.03 Contractor hereby indemnifies and shall defend and hold harmless Owner, its officers, its officials, its agents, its employees, and its representatives, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, and arising out of the use of the equipment or materials provided under this Construction Contract by Contractor, or out of the process of actions employed by, or on behalf of Contractor in connection with the performances of this Construction Contract. Contractor

shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further, that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.

- 35.04 Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, materials or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Contract Documents.
- 35.05 The indemnification pursuant to Florida Statute 725.06 and other Florida laws, etc., shall have a separate consideration of , receipt of which is hereby acknowledged and incorporated into the project sum. This is incorporated by reference into the Bid Documentation and Specifications if any.

**ARTICLE 36. TAXES.**

- 36.01 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract.
- 36.02 The Contract Sum and any agreed changes thereto shall include all taxes imposed by law. Contractor shall make any and all payroll deductions as required by law.
- 36.03 Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

**ARTICLE 37. INDEMNITY AND HOLD HARMLESS.**

- 37.01 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its officers, its officials, its agents and employees and each of them hereinafter collectively referred to as the Owner, from and against any and all judgments, demands, claims, causes of action, liability, expenses, losses, costs, fines, and damages (including reasonable attorney's fees and expert's fees) of every kind and character brought against the Owner by any person, party or entity of any kind or nature whatsoever arising out of, incident to, relating or regarding the Contractor's performance under this Agreement, the condition of the premises, and/or the Contractor's acts of omission or commission.
- 37.02 Contractor, however, shall not be responsible to Owner for damages resulting out of bodily injury or damages to property which a Court of competent jurisdiction determines as being attributed to the negligence of Owner, its respective agents, servants, employees or officers.
- 37.03 Said indemnifications by Contractor shall be extended to include all "Subcontractors", deliverers, suppliers, furnishers of material or anyone acting for, on behalf of, or at the request of the Contractor.
- 37.04 Contractor recognized the broad nature of this indemnifications and hold harmless clause and voluntarily makes this covenant and expressly acknowledge the receipt of Ten (\$10.00) Dollars, which payment is incorporated into the Contract Sum, and such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida.
- 37.05 This clause shall survive termination of this Agreement and pursuant to Florida Statute 725.06 be incorporated by reference into any and all Bid Documentation or Specifications.

**ARTICLE 38. TERMINATION BY THE CONTRACTOR.**

- 38.01 If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of 30 days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner and the Project Consultant.
- 38.02 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance for convenience pursuant to the terms and conditions of this Contract.

**ARTICLE 39. OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE.**

- 39.01 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;
- 39.02 In the event the Owner directs a suspension of performance under this Paragraph through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of the following items only:
- 39.02.01 Demobilization and remobilization, including such costs paid to subcontractors;
- 39.02.02 Preserving and protecting Work in place;
- 39.02.03 Storage of materials or equipment purchased for the Project, including insurance thereon;
- 39.02.04 Performing in a later, or during a longer, time frame than that contemplated by this Contract.

**ARTICLE 40. TERMINATION BY THE OWNER.**

- 40.01 The Owner may, at the Owner's option, for any reason and at any time terminate for convenience, any work under this Contract, in whole or, from time to time, in part, in accordance with the following terms and conditions:
- 40.02 The Owner shall give written notice of such termination to Contractor 7 days before it becomes effective.
- 40.02.01 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop work when such termination becomes effective.
- 40.02.02 The Contractor shall also terminate outstanding orders and subcontracts.
- 40.02.03 The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders.
- 40.02.04 The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee.
- 40.02.05 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.
- 40.02.06 When terminated for convenience, the Contractor shall be compensated as follows:
- a. The Contractor shall submit a termination claim within one year to the Owner and the Project Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Project Consultant. If the Contractor fails to file a termination claim with the Owner's Project Consultant within one (1) year from the effective date of termination, the Owner shall have no further obligation to the Contractor and Contractor waives any and all rights for compensation based upon the termination.
  - b. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
  - c. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
    1. Contract prices for labor, materials, equipment and other services accepted under this Contract;
    2. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead (and not home office or other overhead) and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or



would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

3. Reasonable costs of settling and paying legitimate claims arising out of the termination of subcontractors or orders pursuant to this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.
4. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

40.03 The Owner may terminate this Contract for cause in accordance with the following terms and conditions:

40.03.01 If the Contractor does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor for cause upon seven (7) day written notice and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.

40.03.02 In such case, the Contractor shall not be paid further until the Work is complete.

40.03.03 After final completion has been achieved, if any portion of the Contract Price (as it may be modified hereunder) remains after the cost to the Owner of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall be paid to the Contractor. Otherwise, the Contractor shall pay the Owner any and all costs, fees, damages or expenses which the Owner has paid or is obligated to pay in excess of the contract price (as it may be modified hereunder). This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the terms of Article 40.02 shall apply.

#### ARTICLE 41. CONTRACTOR'S INSURANCE

41.01 The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.

41.02 Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.

41.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.

41.04 The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than \$1,000,000 for injury or death to any one person and not less than \$2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than ,000,000 per claimant and \$1,000,000 per occurrence as a minimum coverage. The Contractor shall also procure

and carry Owner's and Contractor's protective liability insurance. In the event that work to be performed hereunder by Contractor involves the removal and disposal of asbestos-related materials, Contractor shall, in addition to the foregoing coverages, also provide and carry Asbestos Liability-Occurrence form only, with \$1,000,000 per occurrence, \$2,000,000 aggregate. All insurance shall name the Owner as an additional insured, and shall remain in full force and effect for two (2) years following Contractor's completion of the work.

- 41.05 The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.
- 41.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars (\$1,000,000) per claimant, one million dollars (\$1,000,000) per occurrence.
- 41.07 The insurance coverage amounts provided for in this Section are the minimum required insurance amounts. The Owner may require additional insurance or coverage on a case-by-case basis. Any insurance or coverage amounts in addition to those provided for herein shall be specified in the Contract Documents.
- 41.08 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.
- 41.09 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.
- 41.10 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.
- 41.11 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.
- 41.12 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

#### **ARTICLE 42. PERFORMANCE BOND AND PAYMENT BOND**

- 42.01 For a Project with an estimated cost of \$200,000.00 or more, the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as specifically required in the Contract Documents on the date of execution of the Contract.

#### **ARTICLE 43. RIGHT TO AUDIT PROVISIONS**

- 43.01 Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including

documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

- 43.02 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.
- 43.03 Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.
- 43.04 Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.
- 43.05 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of 10% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

#### **ARTICLE 44. LAWS AND REGULATIONS**

- 44.01 Contractor and its employees and representative shall at all times, comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time Work is performed pursuant to the Contract Documents.
- 44.02 If, during the term of this Construction Contract, there are any changed or new laws, ordinances or regulations not in existence at the time of signing this Construction Contract which become effective and which affect the cost or time of performance of the Construction Contract, Contractor shall within fifteen (15) days of the discovery of said law, ordinance or regulation, notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Construction Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance may be made at Owner's discretion.
- 44.03 If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, Contractor shall within fifteen (15) days of discovery of same report the same in writing to Owner who will issue such instructions as may be necessary.

#### **ARTICLE 45. DISPUTE RESOLUTION.**

- 45.01 The Owner and Contractor agree that, in the event of a dispute, the parties will attempt to resolve such dispute without litigation and that resolution through mediation procedures will be encouraged.
- 45.02 The existence of a dispute between the parties shall not be the basis of the Contractor unilaterally electing not to continue performance pursuant to the terms of the Contract Documents.

#### **ARTICLE 46. GOVERNING LAW AND ATTORNEYS FEES.**

- 46.01 The Construction Contract shall be governed by the laws of the State of Florida.
- 46.02 In the event either party institutes litigation regarding or relating to this Contract or for breach of any of its terms all litigation and appeals shall have venue in Broward County, Florida or in the U.S. District Court for the Southern District of Florida.

- 46.03 To the fullest extent permitted by law, Owner, Contractor, and Contractor's Surety do hereby each waive the right to trial by jury in any action or proceeding, including any counterclaims/crossclaims/third (or more remote) party complaints which may be brought by Owner, Contractor, or Surety, jointly and/or severally, arising out of or in any way related to this Construction Contract and/or attendant suretyship including, without limiting the generality thereof, any claim for damages resulting from any act or omission of Owner, Contractor, or Surety, jointly or severally, in any way connected with this Construction Contract.

**ARTICLE 47. RIGHTS AND REMEDIES.**

- 47.01 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**ARTICLE 48. SUCCESSORS, ASSIGNS AND ASSIGNMENT.**

- 48.01 The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in the Construction Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title and interest in and to the same or any part thereof, without previous consent of the Owner and concurred to by the Sureties.
- 48.02 If requested by Owner the Contractor agrees to assign all Subcontracts required for performance of this Contract to the Owner upon the Owner or Project Consultant's determination that Contractor has defaulted under the Contract Documents. The Contractor shall include in all Subcontracts, equipment leases and purchase orders a provision requiring the subcontractor, equipment lessor or supplier, in the event of Contractor's default under this Contract, to consent to the assignment of their subcontracts to the Owner.

**ARTICLE 49. PUBLIC RECORDS.**

- 49.01 A. The Pompano Beach CRA is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
- a. Keep and maintain public records required by the City in order to perform the service;
  - b. Upon request from the CRA's custodian of public records, provide the CRA with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
  - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
  - d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the CRA; and
  - e. Upon completion of the contract, transfer, at no cost to the CRA, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the CRA upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records in a format that is compatible with the information technology systems of the City and the CRA.
- 49.02 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 40.

**PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CRA SECRETARY**

**501 Dr Martin Luther King Jr Blvd**

**Suite 1**

**Pompano Beach, Florida 33060**

**(954) 786-7823**

**[Gabriela.Gencyigit@copbfl.com](mailto:Gabriela.Gencyigit@copbfl.com)**

## **PROJECT RECORD DOCUMENTS**

### **PART 1 GENERAL**

#### **1.01 THE REQUIREMENT**

A. The Contractor shall at all times maintain at the site of the project a record copy of the following:

1. Drawings
2. Specifications
3. Addenda
4. Change Orders and other modifications to the Contract.
5. Approved Shop Drawings, Product Data and Samples.
6. Field Test Records.

#### **1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. All applicable sections of the Specifications.
- B. General Conditions.

#### **1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES**

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
1. Provide files and racks for storage of documents.
  2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with Construction Specifications Institute (CSI) format.
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the City's and CRA Representatives.

#### **1.04 MARKING DEVICES**

- A. Provide felt tip marking pens for recording information in the color code designated by Project Manager.

## 1.05 RECORDING

Definition: The Project Record is the updated and revised plans and specifications, including a running account of all known revisions and changes made to the original plans and specifications, complete with copies of any field sketches and clarifications, issued over the course of construction. The Project Record is the responsibility of the Contractor.

- A. The Contractor shall label each document, "Project Record" in neat large printed letters, or by rubber stamp.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction:
  - 1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
  - 3. Field changes of dimension and detail.
  - 4. Changes made by Field Order or by Change Order.
  - 5. Details not on original Contract Drawings.
  - 6. The Record Drawing set shall show benchmark positions and their vertical values. Benchmarks are optional for Plan Views, but required for Profile Views.
- D. Specifications and Addenda; Legibly mark each Section to record:
  - 1. Manufacturer, trade name, catalog number, and supplier of each produce and item of equipment actually installed.
  - 2. Changes made by field order or by Change Order.

## 1.06 RECORD DRAWINGS

Definition: The Record Drawings are a revised set of drawings submitted by a Contractor upon completion of a project. They reflect all changes made in the specifications and working drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the Contract.

- A. The Contractor shall maintain full size (24"X 36") project record to reflect the "record" items of work as the work progresses. Upon completion of the work, the Contractor shall prepare a set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2011 or more recent version OR GIS). The record drawings will, in the greatest possible detail, reproduce the exact final conditions of the entire project. Including, but not limited to, final survey, utilities, architecture, structural, civil conditions, electrical, mechanical, paving, landscaping, irrigation, updating all details and all notes, parking, and any other plans related to a specific project. For the purpose of producing the final record drawings, based on the project record, the Consultant will furnish one set of full-size design drawings on reproducible material and

an electronic file (DWG format, AutoCAD, Version 2018 or more recent version OR GIS) to the Contractor on compact disk or any other electronic means.

Definition: Design drawings or construction drawings are subject to clarifications, but are complete with enough information (plan, sections, dimensions, details, and notes, etc.) to enable the depicted item's construction or replication without additional information.

- B. At a minimum the project record shall be reviewed on the 20<sup>th</sup> working day of every third month, or more often, as deemed necessary by Project Manager, after the month in which the final Notice-to Proceed is given as well as on completion of work. Failure to maintain the project record up-to-date shall be grounds for withholding monthly progress payments until such time as the record drawings are brought up-to date.
- C. The project record shall be accessible to the CRA and the City at all times during construction period.
- D. The cost of maintaining record changes, and preparation of the record drawings shall be included in the unit prices bid for the affected items. Upon completion of the work, the Contractor shall furnish the Project Manager the set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2018 or more recent version OR GIS) Pay request quantities must match this same set of record drawings. The completed Record drawings shall be delivered to the Program Manager at least forty-eight (48) hours prior to final inspection of the work. The Final Inspection will not be conducted unless the Record Drawings are in the possession of the Project Manager.
- E. The completed (or final) record drawings shall be certified by a Professional Land Surveyor, a registered and licensed Architect, a registered and licensed Engineer, a registered and licensed Landscape Architect, registered in the State of Florida. This certification shall consist of the professional discipline official's embossed seal bearing the professional discipline official's registration number, signature and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set shall list the business address and telephone number for all of the professional discipline officials.
- F. Representative items of work that should be shown on the record drawings as verified, changed or added are shown below:
  - 1. All deviations from condition shown in the Construction Documents including Change Orders, Field Orders and other varying conditions.
  - 2. Every utility (gas, telephone, power, water, force main, etc.) encountered and/or crossing drainage, water or sanitary sewer facilities (whether it is a conflict or has sufficient clearances) shall be located, both horizontally and vertically. The clearance between the facilities horizontal and vertical shall be noted. For instance, if a two inch (2") gas main crosses over the top of a six inch (6") potable water main, the bottom elevation of the gas main shall be noted and the top of the water main shall be noted. The difference between the two facilities will be the clearance between the two facilities. Parallel mains shall note the clearance between the



outside of the mains. It shall be the Contractor's responsibility to note these crossings on a daily basis and ensure that this information is reflected on the Record Drawing plan set. Crossings will not require state plane coordinates.

3. Pipelines that are "dead" or have been abandoned shall be located during construction and shall be annotated Record Drawing Plans.
4. As-built survey drawings shall meet applicable minimum technical standards for land surveys as outlined in Section 61G17 (<https://www.flrules.org/gateway/Division.asp?DivID=269>) of the Florida Administrative Code.

**NOTE:** For technical information on AutoCAD and GIS, please refer to the "Electronic As-Built Requirements" located on the City Engineering Website:

[https://cdn.pompanobeachfl.gov/city/pages/engineering/downloadslinks/06\\_Digital%20Record%20Drawing%20Standards%20and%20Requirements%20\(2019\).pdf](https://cdn.pompanobeachfl.gov/city/pages/engineering/downloadslinks/06_Digital%20Record%20Drawing%20Standards%20and%20Requirements%20(2019).pdf)

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## **EXHIBIT “C”**

CONTRACT PLANS COMPONENTS

ROADWAY PLANS  
SIGNING AND PAVEMENT MARKING PLANS

CITY OF POMPANO BEACH  
COMMUNITY REDEVELOPMENT AGENCY

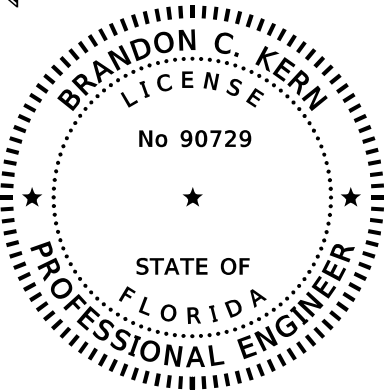
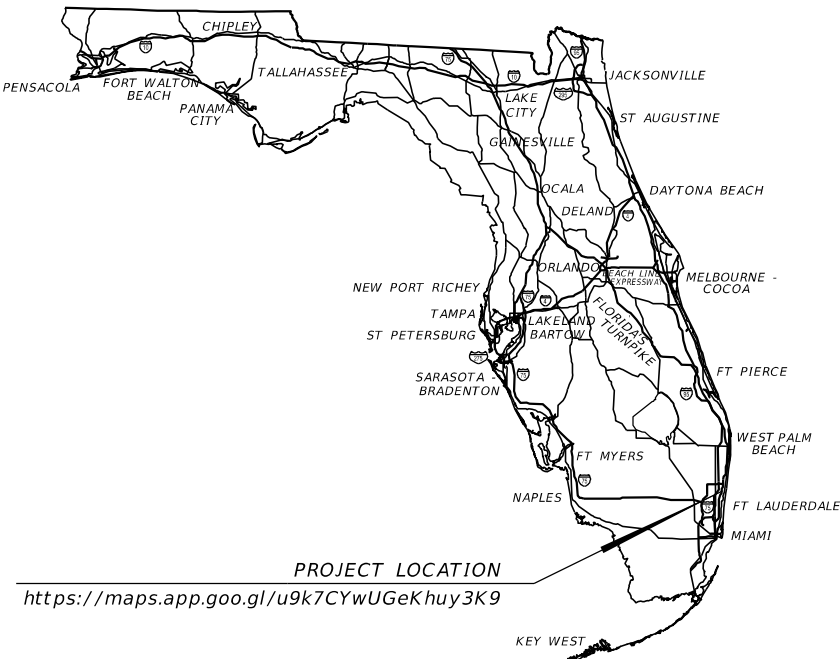
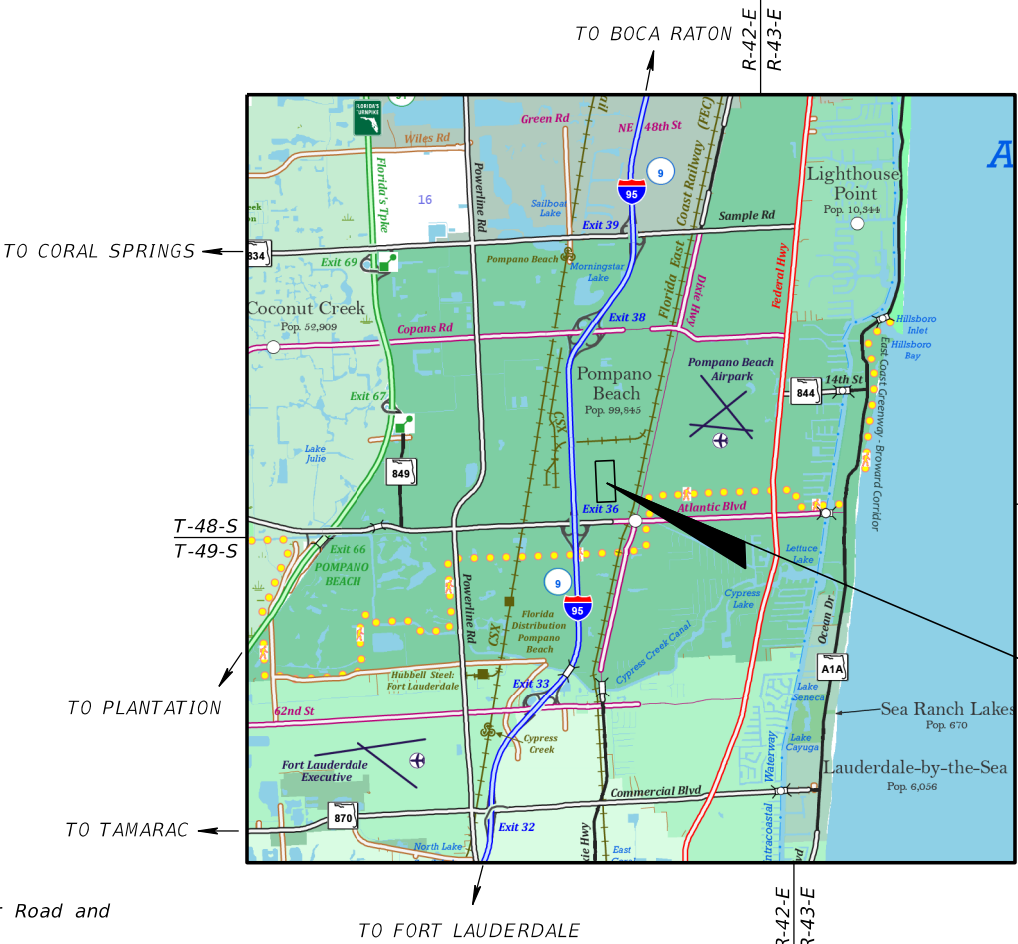
CONTRACT PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3 - 4	GENERAL NOTES
5 - 7	ROADWAY PLAN
8 - 10	INTERSECTION DETAIL
11	SPECIAL DETAILS
12 - 14	SIGNING AND PAVEMENT MARKING PLAN

NW 6TH AVE RAISED INTERSECTIONS

NW 6TH AVE / NW 6TH ST  
NW 6TH AVE / NW 8TH ST  
NW 6TH AVE / NW 10TH ST



THIS ITEM HAS BEEN DIGITALLY SIGNED  
AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT  
ARE NOT CONSIDERED SIGNED AND  
SEALED AND THE SIGNATURE MUST BE  
VERIFIED ON ANY ELECTRONIC COPIES.

KIMLEY-HORN AND ASSOCIATES, INC.  
1920 WEKIVA WAY SUITE 200  
WEST PALM BEACH, FL 33411  
BRANDON C. KERN, P.E. NO. 90729

ROADWAY PLANS  
ENGINEER OF RECORD:

BRANDON C. KERN, P.E.  
P.E. NO.: 90729  
1920 WEKIVA WAY, SUITE 200  
WEST PALM BEACH, FL 33411  
(561) 845-0665

CITY OF POMPANO BEACH CRA  
PROJECT MANAGER:

SARAH MULDER

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

City of Pompano Beach Standard Details  
[pompanobeachfl.gov/government/engineering/standard-details](http://pompanobeachfl.gov/government/engineering/standard-details)

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY2024-25 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

FISCAL YEAR	SHEET NO.
25	1

ROADWAY			
PAY ITEM	DESCRIPTION	UNIT	QUANTITY
0101 1	MOBILIZATION	LS	1
0102 1	MAINTENANCE OF TRAFFIC	LS	1
0104 10 3	SEDIMENT BARRIER	LF	988
0104 18	INLET PROTECTION SYSTEM	EA	11
0110 1 1	CLEARING & GRUBBING	AC	0.14
0160 4	TYPE B STABILIZATION (12")	SY	1033
0285 706	OPTIONAL BASE GROUP 6	SY	700
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	SY	949
0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	335.6
0425 1 341	INLETS, CURB, TYPE P-4, <10'	EA	1
0425 1 441	INLETS, CURB, TYPE J-4, <10'	EA	2
0425 1 461	INLETS, CURB, TYPE J-6, <10'	EA	1
0425 2 41	MANHOLES, TYPE P-7, <10'	EA	1
0425 2 71	MANHOLES, TYPE J-7, <10'	EA	1
0425 5	MANHOLE, ADJUST	EA	9
0425 5 1	MANHOLE, ADJUST, UTILITIES	EA	3
0425 6	VALVE BOXES, ADJUST	EA	9
0430 175 112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12' S/CD	LF	8
0430 175 115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15" S/CD	LF	16
0430 175 118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	25
0430 175 124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF	8
0430 175 130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30" S/CD	LF	8
0430 175 136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36" S/CD	LF	8
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	1028
0520 2 4	CONCRETE CURB, TYPE D	LF	294
0520 2 100	CONCRETE CURB, RIBBON CURB	LF	681
0522 1	CONCRETE SIDEWALK, 4" THICK	SY	356
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	356
0526 1 1	PAVERS, ARCHITECTURAL, ROADWAY	SY	262
0527 2	DETECTABLE WARNINGS	SF	470
0570 1 2	PERFORMANCE TURF, SOD	SY	248

PAY ITEM NOTES

0526 1 1 PAVERS, ARCHITECTURAL, ROADWAY

INCLUDES COST OF MATERIALS AND INSTALLATION OF PAVERS, BEDDING SAND, CONCRETE SUB-BASE, DRAIN HOLES, WASHED PEA GRAVEL, AND GEOTEXTILE FABRIC PER SPECIAL DETAILS SHEET.

SIGNING AND PAVEMENT MARKINGS			
PAY ITEM	DESCRIPTION	UNIT	QUANTITY
0700 1 111	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	EA	21
0700 1 112	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	EA	2
0700 1 113	SINGLE POST SIGN, F&I GROUND MOUNT, 20.1-30 SF	EA	1
0700 1 600	SINGLE POST SIGN, REMOVE	EA	31
0706 1 3	RAISED PAVEMENT MARKER, TYPE B (YELLOW/YELLOW)	EA	72
0711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	132
0711 11 130	THERMOPLASTIC, STANDARD, WHITE, VERTICAL DEFLECTION MARKING	EA	12
0711 11 140	THERMOPLASTIC, STANDARD, WHITE, VERTICAL DEFLECTION ADVANCE WARNING MARKING	EA	12
0711 11 141	THERMOPLASTIC, WHITE, 2-4 DOTTED GUIDELINE/6-10 GAP EXTENSION, 6"	GM	0.008
0711 16 201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.183

REVISIONS				<div>Kimley»Horn</div> <div>Brandon C. Kern, P.E. P.E. License No. 90729 1920 Wekiva Way, Suite 200 West Palm Beach, Florida 33411</div>	CITY OF POMPAÑO BEACH COMMUNITY REDEVELOPMENT AGENCY			SUMMARY OF PAY ITEMS	SHEET NO.	
DATE	DESCRIPTION		DATE		DESCRIPTION		ROAD NAME		COUNTY	FINANCIAL PROJECT ID
							NW 6TH AVE	BROWARD		2

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

GENERAL CONSTRUCTION NOTES				UTILITY NOTES					
1. ALL EXISTING DRAINAGE STRUCTURES, STORM SEWERS, AND PIPES, ETC. WITHIN CONSTRUCTION LIMITS ARE TO REMAIN, UNLESS OTHERWISE NOTED IN THE PLANS.				21. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh, AND Vvh) ARE BASED ON DATA PROVIDED BY THE UTILITY OWNERS THROUGH THE SUNSHINE 811 CALL SERVICE AND THROUGH LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY.					
2. PROPOSED SIDEWALK AND CURB AND GUTTER ARE TO CONNECT TO EXISTING SIDEWALK AND CURB AND GUTTER WITH 5' TRANSITION FOR SIDEWALK AND 3' TRANSITION FOR CURB AND GUTTER.				22. A LIST OF UTILITY/AGENCY OWNERS WILL BE PROVIDED IN THE NEXT SUBMITTAL.					
3. THE CONTRACTOR SHALL COORDINATE SELECTION AND REVIEW OF ANY PROPOSED CONSTRUCTION STAGING AREAS ASSOCIATED WITH THE PROJECT WITH THE CITY ENGINEER AT LEAST 30 CALENDAR DAYS PRIOR TO USE, IN ORDER TO COMPLY WITH THE FEDERAL ENDANGERED SPECIES ACT. THE STAGING AREA SHALL BE RESTORED TO ITS ORIGINAL OR BETTER CONDITION AS DETERMINED BY THE ENGINEER, AT NO ADDITIONAL COST TO THE CITY. ALL STAGING AND STOCKPILING AREAS, WHETHER WITHIN OR OUTSIDE CITY RIGHT-OF-WAY, USED BY THE CONTRACTOR MUST HAVE SEDIMENT AND EROSION CONTROL MEASURES INSTALLED PRIOR TO USE AT NO ADDITIONAL COST TO THE CITY. THE CONTRACTOR SHALL INCLUDE ALL COST RELATED TO STAGING AREAS IN MOBILIZATION COST.				23. CONTRACTOR TO REPOSITION ALL EXISTING CITY-OWNED UTILITY STRUCTURE COVERS TO THE PROPOSED FINISHED GRADE, INCLUDING MAINTENANCE ACCESS STRUCTURES, VALVES, METERS, CLEANOUTS, ETC.					
4. AS PART OF THE CITY OF POMPANO BEACH CONSTRUCTION PROJECT, ANY PRIVATELY-OWNED IRRIGATION SYSTEMS FOUND INSIDE CITY RIGHT-OF-WAY SHALL BE CUT AND CAPPED AT THE RIGHT-OF-WAY LINE BY THE CONTRACTOR WHERE THIS SYSTEM IS IMPACTED BY THE PROJECT CONSTRUCTION LIMITS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ADJACENT PROPERTY OWNERS WHERE THE IRRIGATION SYSTEMS ARE FOUND TO ENSURE ALL SALVAGEABLE MATERIAL CAN BE RETRIEVED BY THE PROPERTY OWNER PRIOR TO CONSTRUCTION. IT WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER TO REPAIR, CONSTRUCT, OR REPLACE THE IRRIGATION SYSTEMS WITHIN CITY RIGHT-OF-WAY CAPPED OR DAMAGED DURING THE CONSTRUCTION OPERATIONS. ALL COST TO BE INCLUDED IN MAINTENANCE OF TRAFFIC COST.				24. CONTRACTOR TO ADJUST FIRE HYDRANTS TO MATCH NEW GRADE.					
5. CONTRACTOR TO RELOCATE ANY EXISTING FENCE WITHIN CITY RIGHT-OF-WAY TO THE RIGHT-OF-WAY LINE. CONTRACTOR SHALL REPLACE ANY FENCING DAMAGED DURING RELOCATION, AT NO ADDITIONAL COST TO THE CITY.				25. COORDINATE WITH UTILITY OWNERS TO ALLOW UTILITY AGENCIES TO MODIFY THEIR UTILITIES.					
6. CONTRACTOR TO ADJUST FIRE HYDRANTS TO MATCH NEW GRADE.				26. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 2 WORKING DAYS MINIMUM NOTICE (OR 10 WORKING DAYS IF DIGGING UNDERWATER) TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR <u>MUST</u> CALL THE UTILITY COMPANIES BEFORE COMMENCING WORK.					
7. THE OWNERSHIP INFORMATION OF THE EXISTING SIDEWALK IS TO BE DETERMINED BY THE CITY OF POMPANO BEACH.				27. ADJUST ALL UTILITY VALVES, METERS, AND COVERS TO MATCH NEW GRADE.					
8. ALL CONSTRUCTION OPERATIONS SHALL BE CONFINED TO THE RIGHT-OF-WAY/EASEMENTS.				DRAINAGE NOTES					
9. CONTRACTOR TO RESTORE PROJECT AREA TO EXISTING OR BETTER CONDITION AND PLACE SOD BEHIND SIDEWALK ALONG THE PROJECT LENGTH.				28. OFFSETS FOR CURB INLETS ARE MEASURED FROM THE ½ OF SURVEY TO THE EDGE OF PAVEMENT. OFFSETS FOR MANHOLES ARE MEASURED FROM THE ½ OF SURVEY TO THE CENTER OF THE RIM. OFFSETS FOR DITCH BOTTOM INLETS (DBI'S) ARE MEASURED TO THE CENTER OF THE GRATE.					
10. THE COST OF CURB RAMPS IS TO BE INCLUDED IN PAY ITEM FOR CONCRETE SIDEWALK (6" THICK).				29. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING EXISTING AND NEW INLETS AND DRAINAGE PIPES CLEAN OF MILLING MATERIAL, LIMEROCK, DEBRIS, ETC. DURING CONSTRUCTION AT NO ADDITIONAL COST.					
11. THE COST OF TREE AND HEDGE REMOVAL, REMOVAL OF CONCRETE PAVERS, AND REMOVAL OF EXISTING ASPHALT TO BE INCLUDED IN CLEARING AND GRUBBING COST.				30. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL VERIFY INVERT ELEVATIONS OF ALL PIPES WHICH ARE TO REMAIN AND NOTIFY THE ENGINEER OF ANY ELEVATION DEVIATIONS.					
12. ALL EXISTING TREES TO REMAIN SHALL BE PROTECTED ACCORDING TO CITY OF POMPANO BEACH TREE PROTECTION DETAIL 104-1.				31. EXISTING MANHOLES AND INLETS SCHEDULED TO REMAIN SHALL BE THOROUGHLY CLEANED BY REMOVING DEBRIS AND SEDIMENTS, AND THE INTERIOR SHALL BE SEALED WITH AN APPROVED NON-TOXIC BITUSMATIC SEALANT TO BE PAID FOR UNDER PAY ITEM 102-1 MAINTENANCE OF TRAFFIC.					
SURVEY NOTES				32. THE CONTRACTOR SHALL MAINTAIN DRAINAGE AND BE RESPONSIBLE FOR THE IMMEDIATE REMOVAL OF STORM WATER FROM ROADWAY UTILIZED FOR TRAFFIC MAINTENANCE DURING CONSTRUCTION AT ALL TIMES BY USING EXISTING, PROPOSED, AND IF NECESSARY, TEMPORARY DRAINAGE SYSTEMS. EXISTING DRAINAGE STRUCTURES ARE TO BE MAINTAINED UNTIL THE NEW SYSTEM IS CONSTRUCTED AND FUNCTIONAL.					
13. BENCHMARK DATUM IS NATIONAL AMERICAN VERTICAL DATUM OF 1988 (NAVD '88). ALL ELEVATIONS ARE REFERENCED FROM THE 1988 NAVD DATUM.				STORMWATER POLLUTION PREVENTION PLAN (SWPPP) – EROSION CONTROL FEATURES					
14. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS: JUAN CARLOS MELÉNDEZ, PSM P.S.M. No: 6721 ORTHOTEK GEOSPATIAL SOLUTIONS 8865 NW 102ND CT, DORAL FL, 33178				33. SILT FENCE SHALL BE INSTALLED ALONG ALL RIGHT-OF-WAY LINES TO CONTROL SEDIMENTATION. COST TO BE INCLUDED IN MOBILIZATION COST.					
15. SURVEY INCLUDED IN THIS SET IS FOR REFERENCE ONLY. VERIFY ALL INFORMATION SHOWN ON THE SURVEY PRIOR TO CONSTRUCTION.				34. INLET PROTECTION SHALL BE INSTALLED AT EVERY INLET WITHIN THE PROJECT LIMITS TO CONTROL SEDIMENTATION.					
16. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LINES AND GRADES SHOWN ON THE PLANS. THE FULL RESPONSIBILITY FOR KEEPING ALIGNMENT AND GRADE SHALL REST UPON THE CONTRACTOR. BENCHMARKS AND BASE LINE CONTROL POINTS SHALL BE ESTABLISHED PRIOR TO BEGINNING WORK. REFERENCE MARKS FOR LINES AND GRADES AS THE WORK PROGRESSES WILL BE LOCATED TO CAUSE AS LITTLE INCONVENIENCE TO THE PROSECUTION OF THE WORK AS POSSIBLE. THE CONTRACTOR SHALL SO PLACE EXCAVATION AND OTHER MATERIALS AS TO CAUSE NO INCONVENIENCE IN THE USE OF THE REFERENCE MARKS PROVIDED. THE CONTRACTOR SHALL REMOVE ANY OBSTRUCTIONS PLACED CONTRARY TO THIS PROVISION.				35. EROSION CONTROL ITEMS ARE INCLUDED FOR PREVENTION, CONTROL, AND ABATEMENT OF EROSION, SEDIMENTATION, AND WATER POLLUTION. THESE ITEMS ARE TO BE USED AT THE LOCATIONS DESCRIBED IN THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN OR AS DIRECTED BY THE ENGINEER TO COMPLY WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS.					
17. THE CONTRACTOR SHALL FURNISH AND MAINTAIN, AT HIS OWN EXPENSE, STAKES AND OTHER SUCH MATERIALS, AND GIVE ASSISTANCE, INCLUDING QUALIFIED HELPERS, FOR SETTING REFERENCE MARKS TO THE SATISFACTION OF THE CITY AND THE ENGINEER. THE CONTRACTOR SHALL CHECK SUCH REFERENCE MARKS BY SUCH MEANS AS DEEMED NECESSARY AND, BEFORE USING THIS, SHALL CALL THE CITY'S ATTENTION TO ANY INACCURACIES. THE CONTRACTOR SHALL, AT THE CONTRACTOR'S OWN EXPENSE, ESTABLISH ALL WORKING OR CONSTRUCTION LINES AND GRADES AS REQUIRED FROM THE REFERENCE MARKS, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACCURACY THEREOF. THE CONTRACTOR SHALL, HOWEVER, BE SUBJECT TO THE CHECK AND REVIEW OF THE CITY.				SIGNING AND PAVEMENT MARKING NOTES					
18. PROPERTY CORNERS AND SURVEY MONUMENTS SHALL BE PRESERVED USING CARE NOT TO DISTURB OR DESTROY THEM. IF A PROPERTY CORNER OR SURVEY MONUMENT IS DISTURBED OR DESTROYED DURING CONSTRUCTION, WHETHER BY ACCIDENT, CARELESS WORK, OR REQUIRED TO BE DISTURBED OR DESTROYED BY THE CONSTRUCTION WORK, SAID PROPERTY CORNER OR SURVEY MONUMENT SHALL BE RESTORED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA. ALL COSTS FOR THIS WORK SHALL BE PAID FOR BY THE CONTRACTOR. ONCE RESTORED, THE PROFESSIONAL LAND SURVEYOR AND CONTRACTOR SHALL NOTIFY THE CITY, IN WRITING, OF THE COMPLETION OF THE RESTORATION WORK.				36. WHERE CALLED FOR IN THE PLANS, EXISTING PAVEMENT MARKINGS SHALL BE REMOVED BY WATER BLASTING.					
19. BENCHMARK LOCATION AND ELEVATION ARE REPRESENTED BY SURVEYOR AT THE TIME OF SURVEY. CONTRACTOR SHALL VERIFY ITS CORRECTNESS AT TIME OF CONSTRUCTION.				BROWARD COUNTY TRANSIT NOTES					
20. ALL STATIONS AND OFFSETS ARE REFERENCED TO THE ½ OF SURVEY.				37. MAINTAIN PASSENGER ACCESS TO AND FROM BUS STOPS DURING CONSTRUCTION.					
				38. IN THE EVENT THAT THE PROJECT IS TO IMPACT ANY BUS STOP, COORDINATE THE TEMPORARY RELOCATION OF THE BUS STOP OR BUS STOPS WITH KURT PETGRAVE AT (954) 357-6793, KPETGRAVE@BROWARD.ORG, AT LEAST 2 WEEKS BEFORE START OF CONSTRUCTION.					
				39. EXISTING BUS SHELTERS, BUS STOP SIGNS AND SIGNPOSTS, BIKE RACKS, AND AMENITIES SHALL BE PROTECTED FROM BEING DAMAGED DURING CONSTRUCTION AND REINSTATED IN ORIGINAL CONDITION. ANY DAMAGE TO BE AT CONTRACTOR'S EXPENSE.					
				ENVIRONMENTAL NOTES					
				40. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. SHOULD THE CONTRACTOR REQUIRE SUCH FOR PERFORMING THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST, IN WRITING, WRITTEN PERMISSION FROM THE CITY ENGINEER. THE CONTRACTOR SHALL PROVIDE THE CITY WITH A COPY OF THE MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE AND PROVIDE A DESCRIPTION OF THE SPECIFIC MANNER IN WHICH THE MATERIAL WILL BE USED. THE ENGINEER SHALL COORDINATE WITH THE CITY PRIOR TO ISSUING WRITTEN APPROVAL TO THE CONTRACTOR. BECAUSE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AS HAZARDOUS MATERIAL, SUCH PRODUCTS DO NOT REQUIRE A MSDS SUBMITTAL. ALL BULK PETROLEUM PRODUCTS STORED ON SITE SHALL REQUIRE PROPER STORAGE WHICH INCLUDES SECONDARY CONTAINMENT.					
				41. IF SUSPECT CONTAMINATED OR HAZARDOUS MATERIAL IS FOUND ON THE PROJECT OR ENCOUNTERED DURING CONSTRUCTION THE CONTRACTOR SHALL CEASE OPERATIONS IN THAT AREA. IMMEDIATELY NOTIFY THE CITY AND PROTECT THE IMMEDIATE AREA OF SUSPECT CONTAMINATED OR HAZARDOUS MATERIAL FROM FURTHER ACCESS. THE CITY WILL ARRANGE FOR THE INVESTIGATION, IDENTIFICATION, AND/OR REMOVAL/REMEDIATION OF THE MATERIAL IN QUESTION AS NEEDED.					
REVISIONS				CITY OF POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY				GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NAME	COUNTY	FINANCIAL PROJECT ID			
				NW 6TH AVE	BROWARD		3		



COPB LANDSCAPE RESTORATION NOTES

42.

ALL PROPOSED TREES TO BE A MINIMUM OF 5 FEET FROM ANY PROPERTY LINE OR AS INSTRUCTED BY COPB URBAN FORESTRY STAFF.

43.

FIELD ADJUSTMENTS MAY BE MADE BASED ON COORDINATION WITH COPB URBAN FORESTRY STAFF.

44.

ALL GROUND MOUNTED MECHANICAL EQUIPMENT IS REQUIRED TO BE SCREENED ON 4 SIDES AND INSPECTED PRIOR TO FINAL APPROVAL PER CODE SECTION 155.5301.A.2.B.

45.

IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE WITH 50% OVERLAP FOR ALL AREAS, WITH AN OPERATING IRRIGATION TIMER/CLOCK, RAIN SENSOR, AND RUST INHIBITING SYSTEM IF WATER IS DRAWN FROM A WELL. PERMITS FOR IRRIGATION WORK MAY APPLY. CONTRACTOR TO CONTACT COPB PLUMBING DEPT.

46.

ALL ROAD ROCK OR ANY UNNATURAL MATERIALS SHALL BE REMOVED AND REPLACED WITH GOOD PLANTING SOIL FROM ALL LANDSCAPED AREAS.

47.

ONLY BIO-DEGRADABLE MATERIAL CAN BE ATTACHED TO THE TRUNKS OF TREES.

48.

ALL EXOTIC INVASIVE TREES ARE TO BE REMOVED FROM THE SITE. THEIR DISPOSITION IS TO BE REMOVED AND NO REPLACEMENT IS REQUIRED.

49.

A PRE-CONSTRUCTION MEETING WITH URBAN FORESTRY IS REQUIRED BEFORE ANY SITE WORK COMMENCES AND PLANT MATERIAL IS INSTALLED.

50.

EXISTING TREES ON SITE REQUIRE CORRECTIVE PRUNING BY A LICENSED BROWARD COUNTY TREE TRIMMER IF THERE ARE ANY STRUCTURAL DEFECTS OR DAMAGE IN THE TREES.

51.

MULCH TYPE USED TO BE MADE FROM ENVIRONMENTALLY FRIENDLY SOURCES.

52.

ALL PLANT MATERIAL REPLACEMENTS SHALL BE BASED ON SIZE REQUIREMENTS, AND NOT GALLON CONTAINER SIZES.

53.

ALL TREES ONSITE TO BE LARGE CANOPY TREES UNLESS OVERHEAD WIRES EXIST. CHANGE SPECIES ACCORDINGLY.

54.

ADDITIONAL MITIGATION MAY BE REQUIRED BASED ON MISSING TREES/PALMS THAT ARE SEEN ON PREVIOUS AERIAL PHOTOS.

55.

TURF AREAS IN POOR CONDITION SHALL BE REPLACED WITH NEW SOD.

56.

IRRIGATION SHALL BE IN GOOD WORKING ORDER PRIOR TO THE DELIVERY OF PLANT MATERIAL, AND A WET TEST COMPLETED BY COPB URBAN FORESTRY STAFF.

57.

ANY DISCREPANCIES IDENTIFIED ON THE PLANS OR LISTS AS PART OF THIS PERMIT BASED ON SITE CONDITIONS SHALL BE RECTIFIED PRIOR TO STAFF PROVIDING FINAL LANDSCAPE AND ZONING INSPECTION APPROVALS.

58.

SPECIES MAY CHANGE BASED ON AVAILABILITY AND SITE CONDITIONS/CONSTRAINTS.

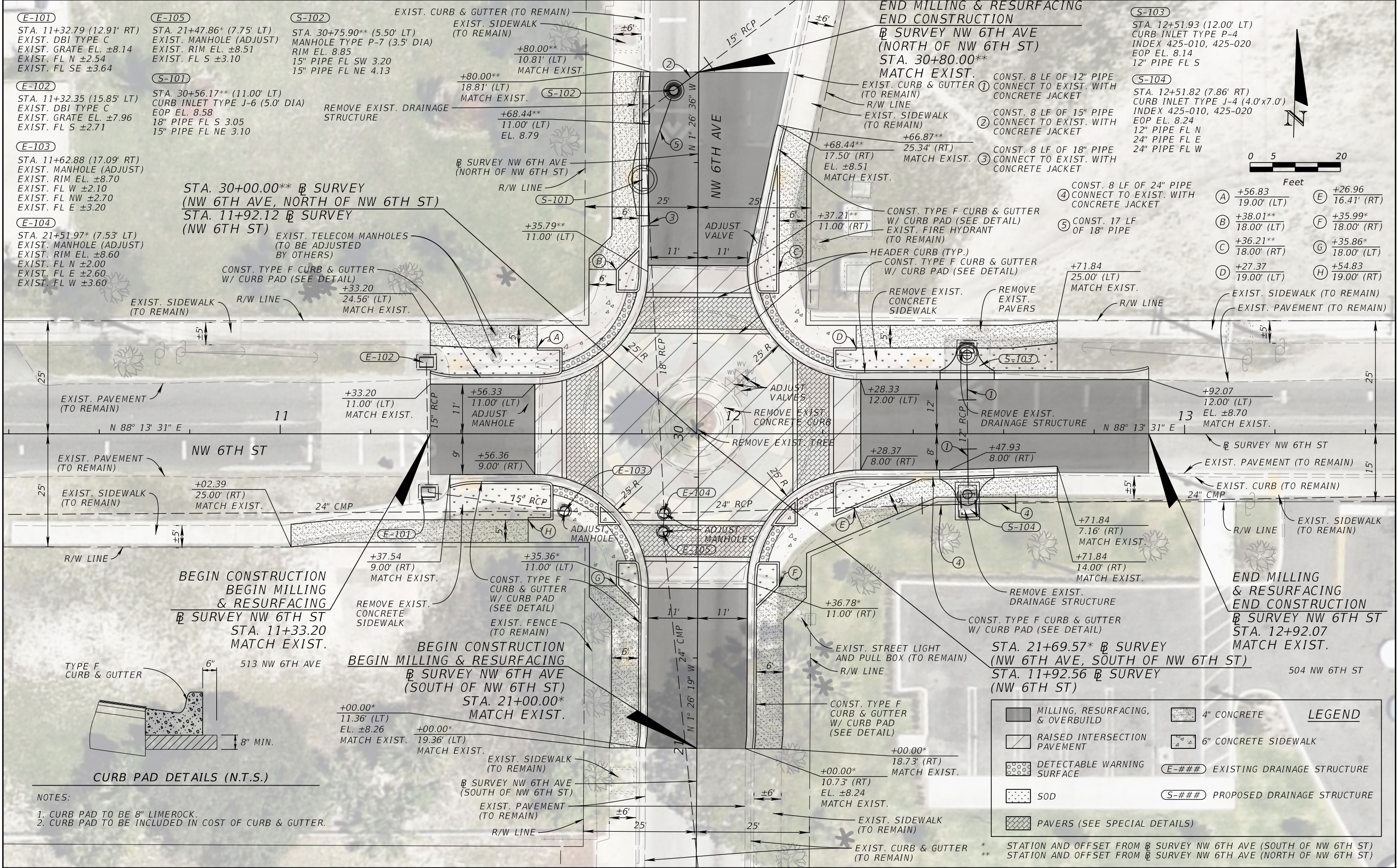
59.

TREE DELIVERY INSPECTIONS SHALL BE COORDINATED WITH COPB URBAN FORESTRY STAFF.

60.

NO WORK SHALL COMMENCE WITHOUT FIRST HAVING TREE PROTECTION BARRICADES INSTALLED AND INSPECTED BY CITY OF POMPANO BEACH URBAN FORESTRY STAFF. IN ADDITION, ALL ROOT PRUNING TO BE COMPLETED PRIOR TO WORKING UNDER THE DRIPLINE OF AN EXISTING TREE TO REMAIN BY AN ISA CERTIFIED ARBORIST.





REVISIONS				KimleyHorn	CITY OF POMPAÑO BEACH COMMUNITY REDEVELOPMENT AGENCY			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NAME	COUNTY	FINANCIAL PROJECT ID		
					NW 6TH AVE	BROWARD			5

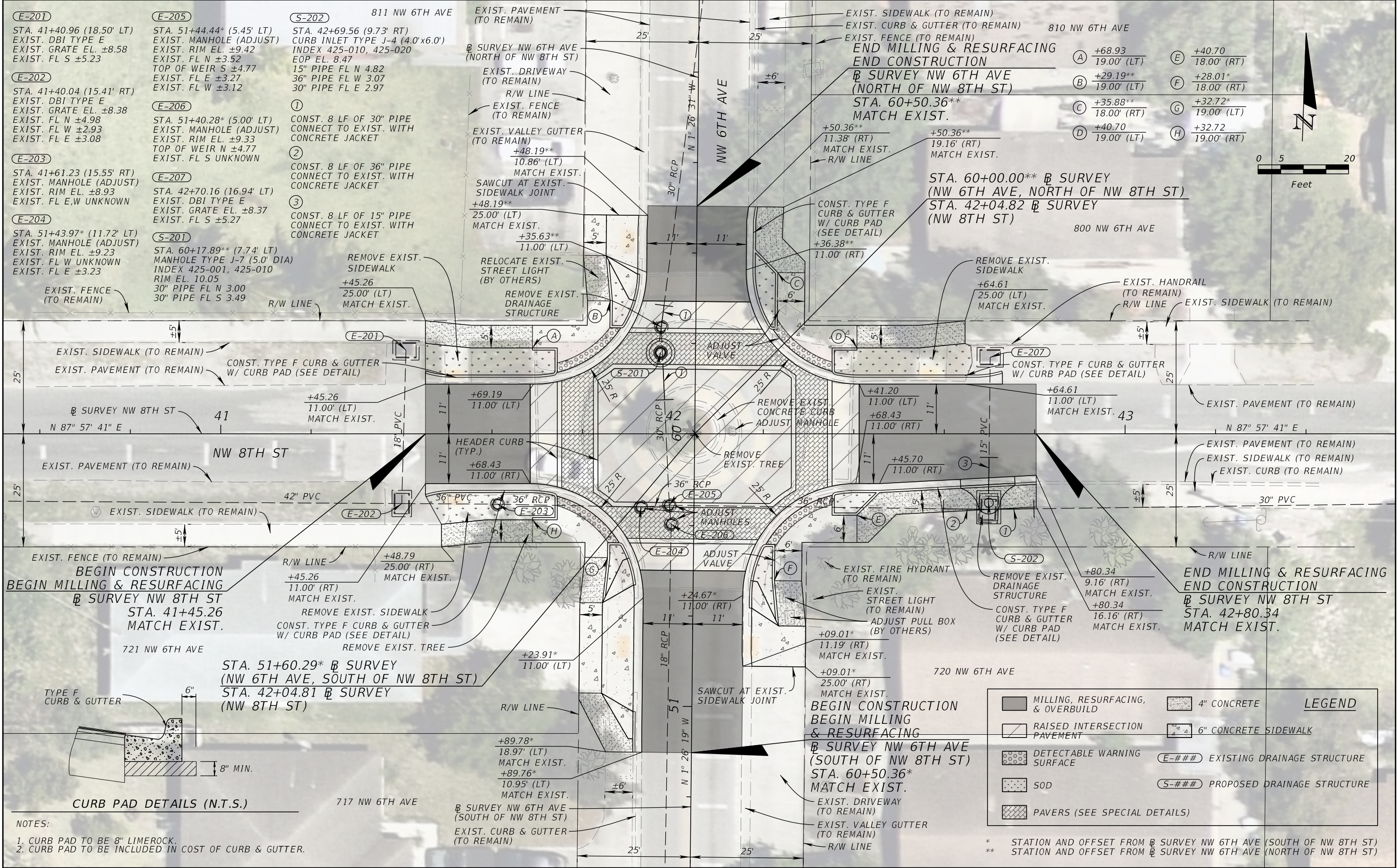
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NAME	COUNTY	FINANCIAL PROJECT ID		
					NW 6TH AVE	BROWARD			

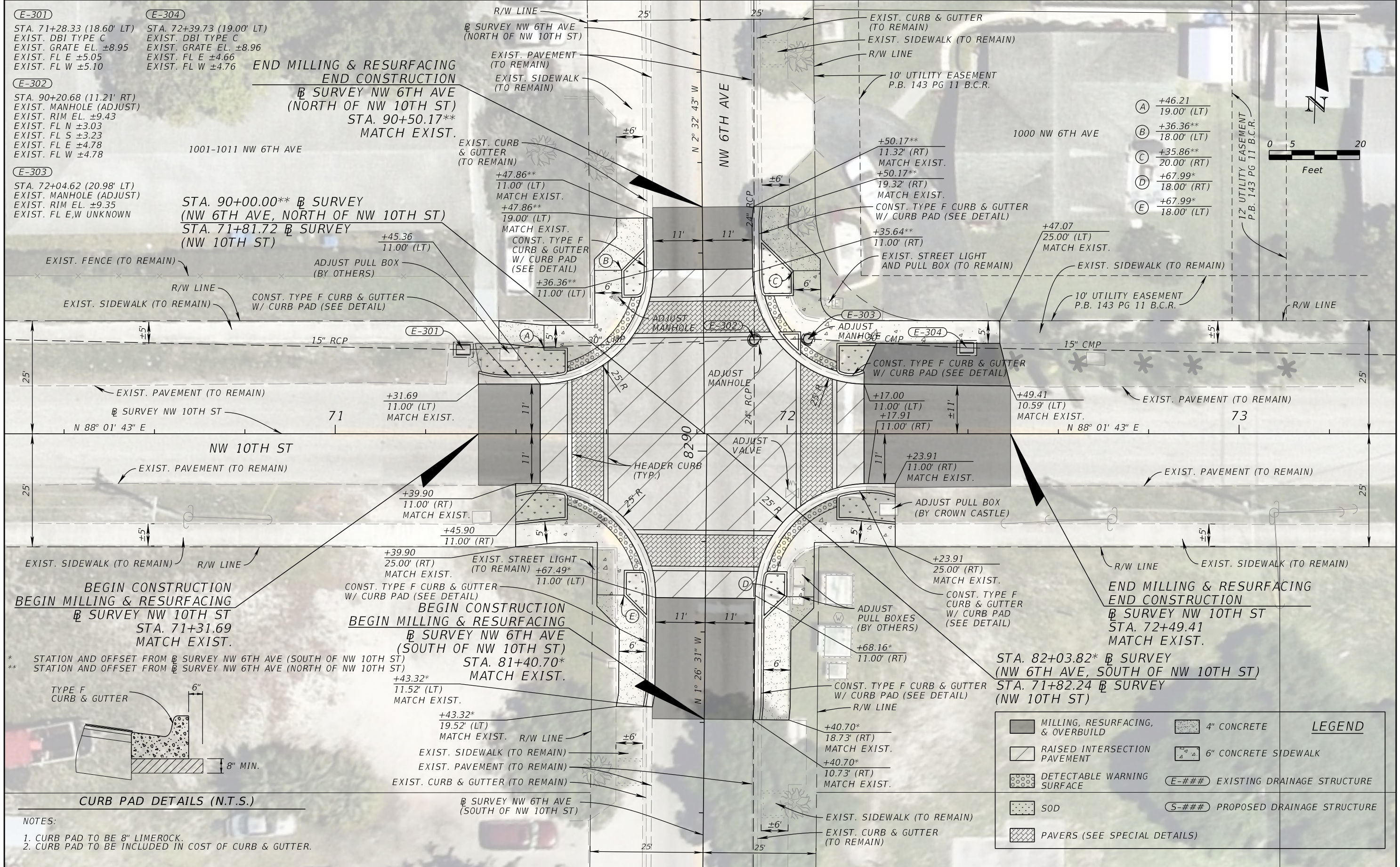
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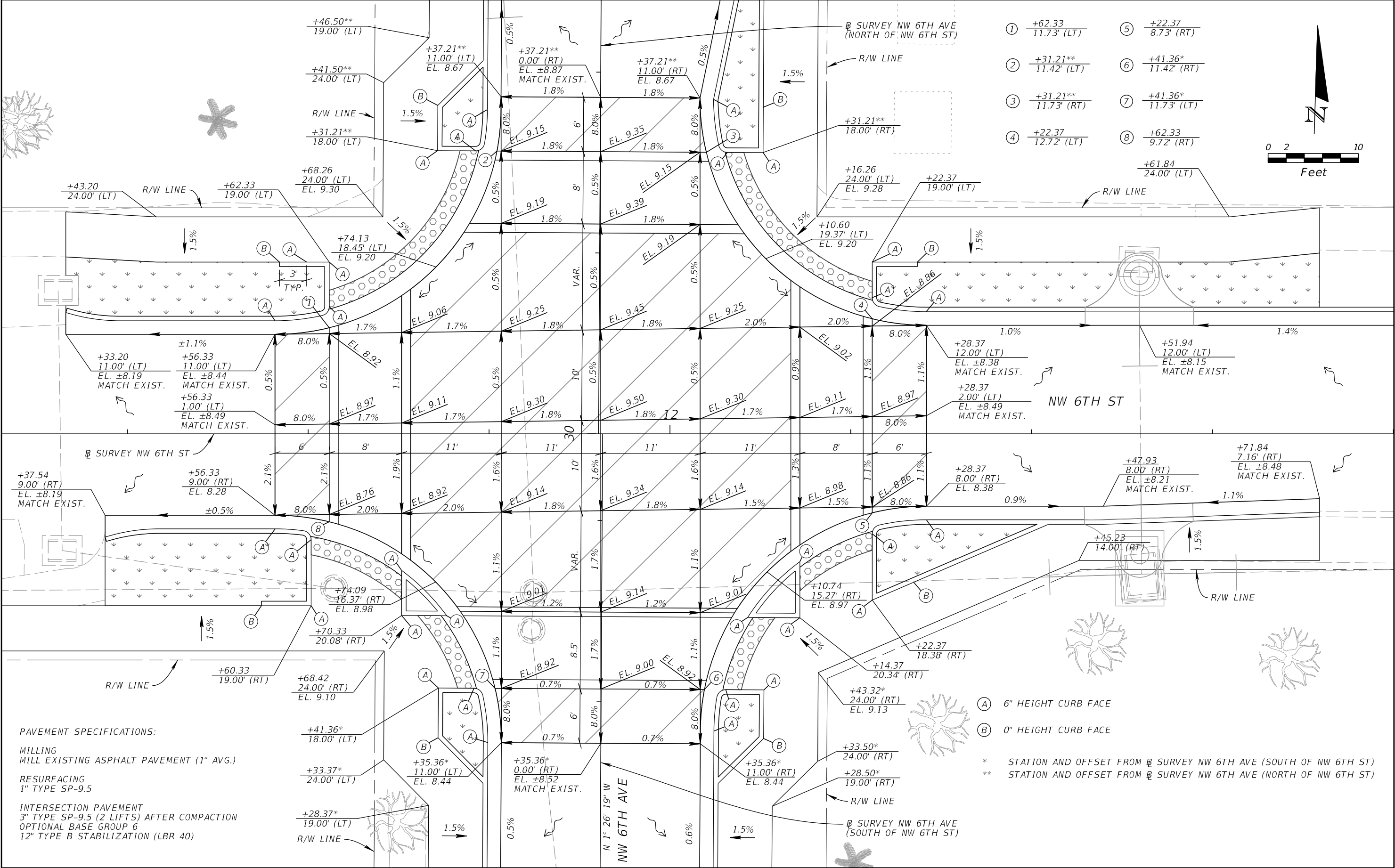




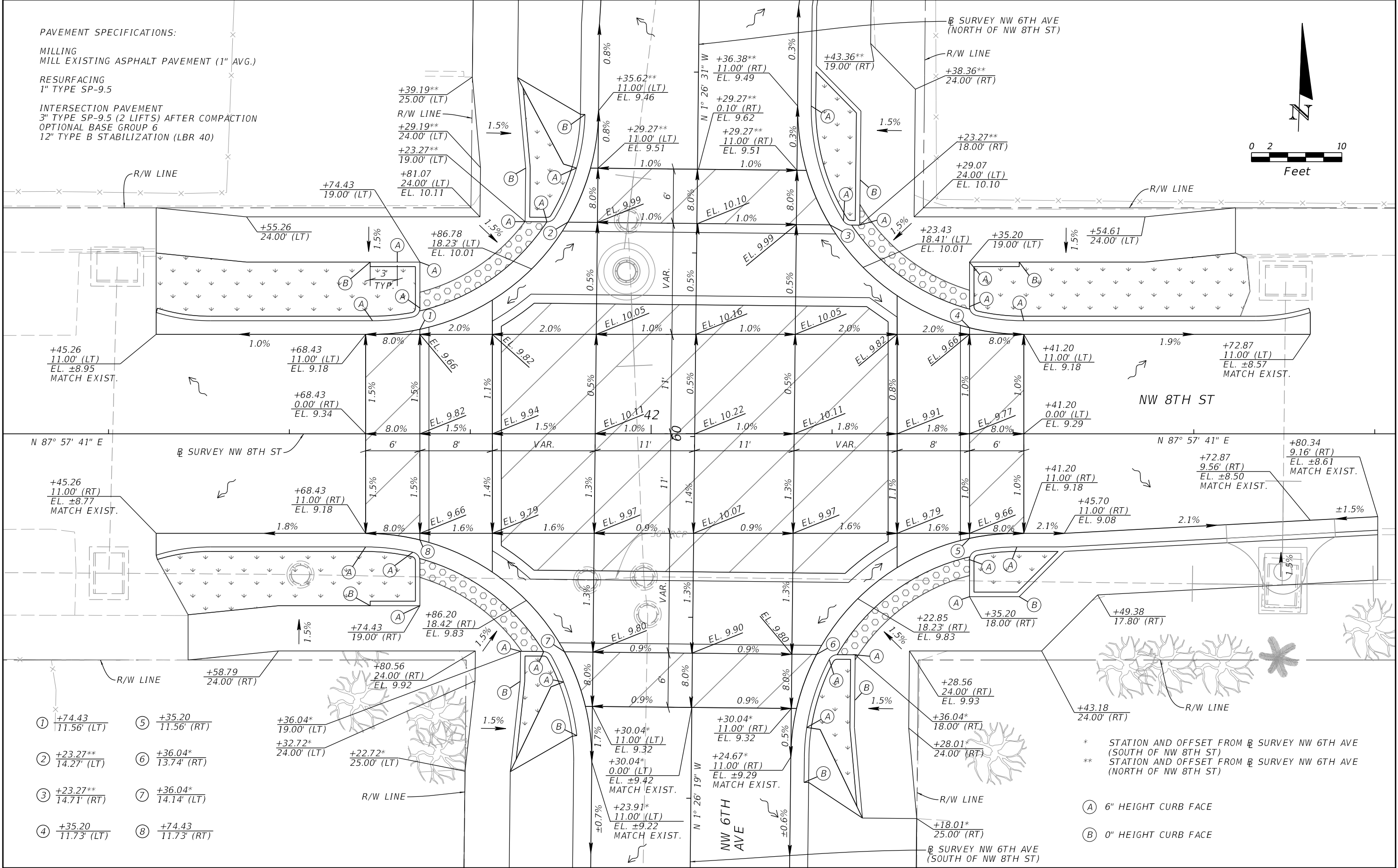
REVISIONS				Kimley»Horn	CITY OF POMPAÑO BEACH COMMUNITY REDEVELOPMENT AGENCY			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NAME	COUNTY	FINANCIAL PROJECT ID		
					NW 6TH AVE	BROWARD			7

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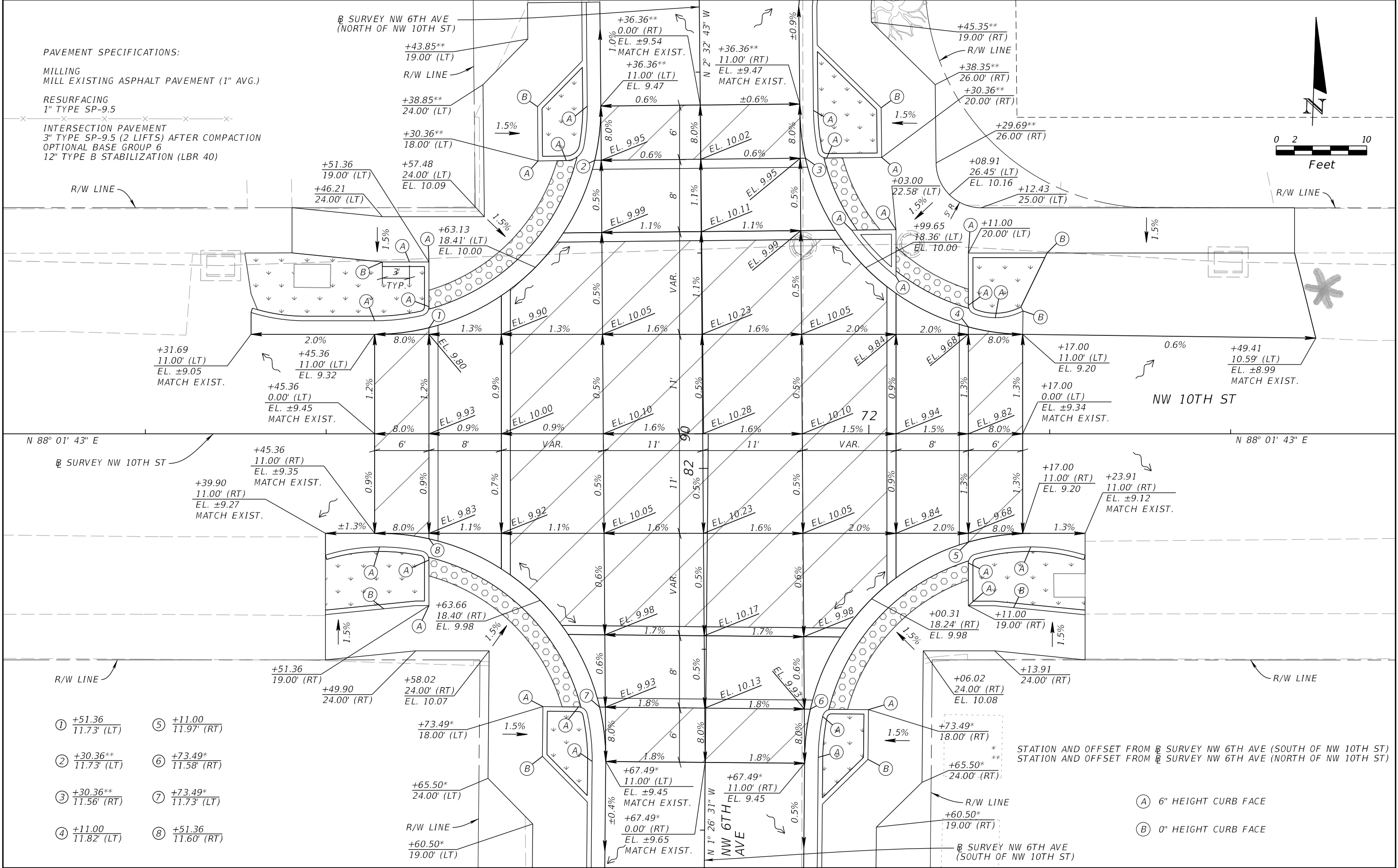


REVISIONS				KimleyHorn	CITY OF POMPAÑO BEACH COMMUNITY REDEVELOPMENT AGENCY			INTERSECTION DETAIL	SHEET NO.  8
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NAME	COUNTY	FINANCIAL PROJECT ID		
				Brandon C. Kern, P.E. P.E. License No. 90729 1920 Wekiva Way, Suite 200 West Palm Beach, Florida 33411	NW 6TH AVE	BROWARD			

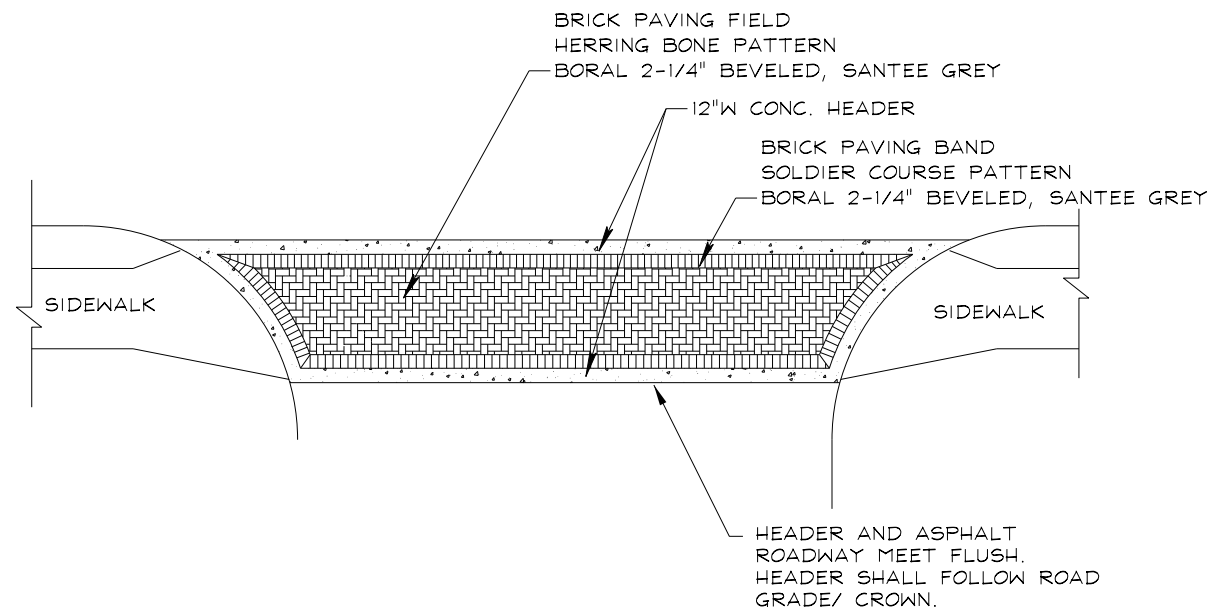


REVISIONS				<div>Kimley»Horn</div> <div>Brandon C. Kern, P.E. P.E. License No. 90729 1920 Wekiva Way, Suite 200 West Palm Beach, Florida 33411</div>	CITY OF POMPAÑO BEACH COMMUNITY REDEVELOPMENT AGENCY			INTERSECTION DETAIL	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NAME	COUNTY	FINANCIAL PROJECT ID		
					NW 6TH AVE	BROWARD			9

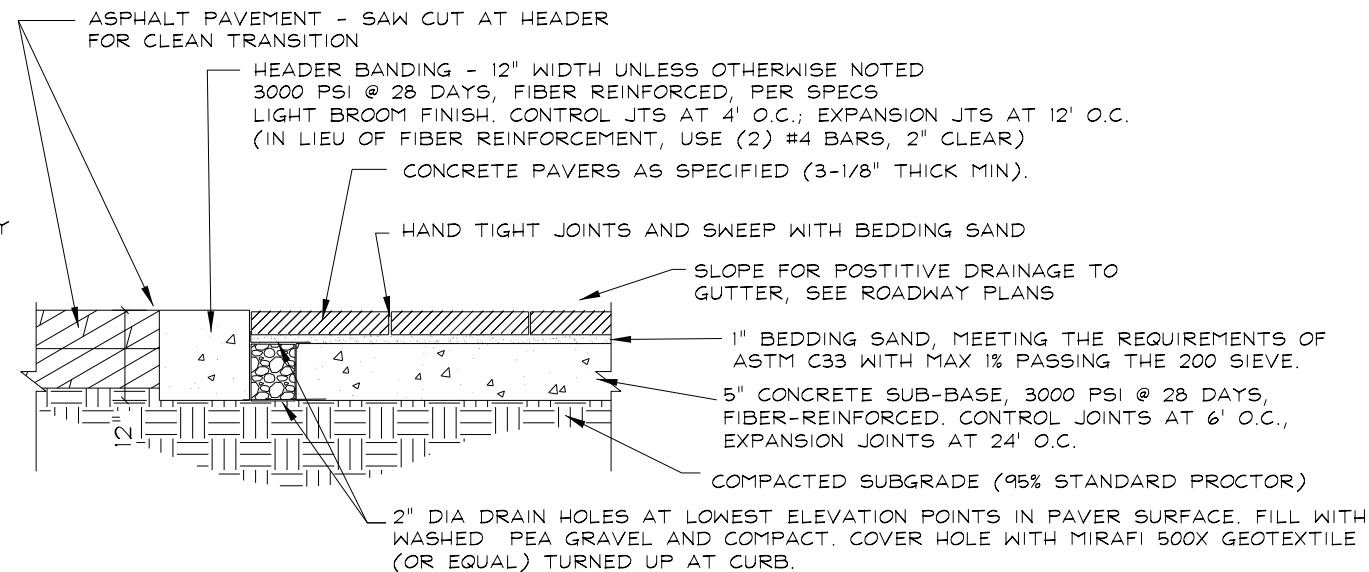




REVISIONS				<div>KimleyHorn</div> <div>Brandon C. Kern, P.E. P.E. License No. 90729 1920 Wekiva Way, Suite 200 West Palm Beach, Florida 33411</div>	CITY OF POMPAÑO BEACH COMMUNITY REDEVELOPMENT AGENCY			INTERSECTION DETAIL	SHEET NO.  10
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NAME	COUNTY	FINANCIAL PROJECT ID		
					NW 6TH AVE	BROWARD			



- NOTES:
1. EACH CROSSWALK LOCATION IS UNIQUE. SEE LAYOUT PLANS FOR STATION AND OFFSET FOR CRITICAL POINTS.
  2. CROSSWALK HEADER CURB AND PAVERS SHALL ACCOMMODATE EXISTING SURFACE UTILITIES, SUCH AS DRAIN INLET GRATES, MANHOLES, ETC. BY SURROUNDING EACH WITH A 8" MIN WIDE CONCRETE HEADER CURB.



CONCRETE PAVERS by BORAL BRICKS, INC.

2-1/4" - ASTM 1272 - TYPE R - APPLICATION PX, SANTEE GREY WITH BEVELED EDGE. PERIMETER SOLDIER COURSE WITH HERRINGBONE FIELD, PER LAYOUT.

CONTRACTOR TO PROVIDE SHOP DRAWINGS AND COLOR SAMPLES FOR OWNER'S REP APPROVAL PRIOR TO CONSTRUCTION.

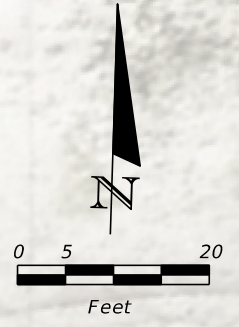
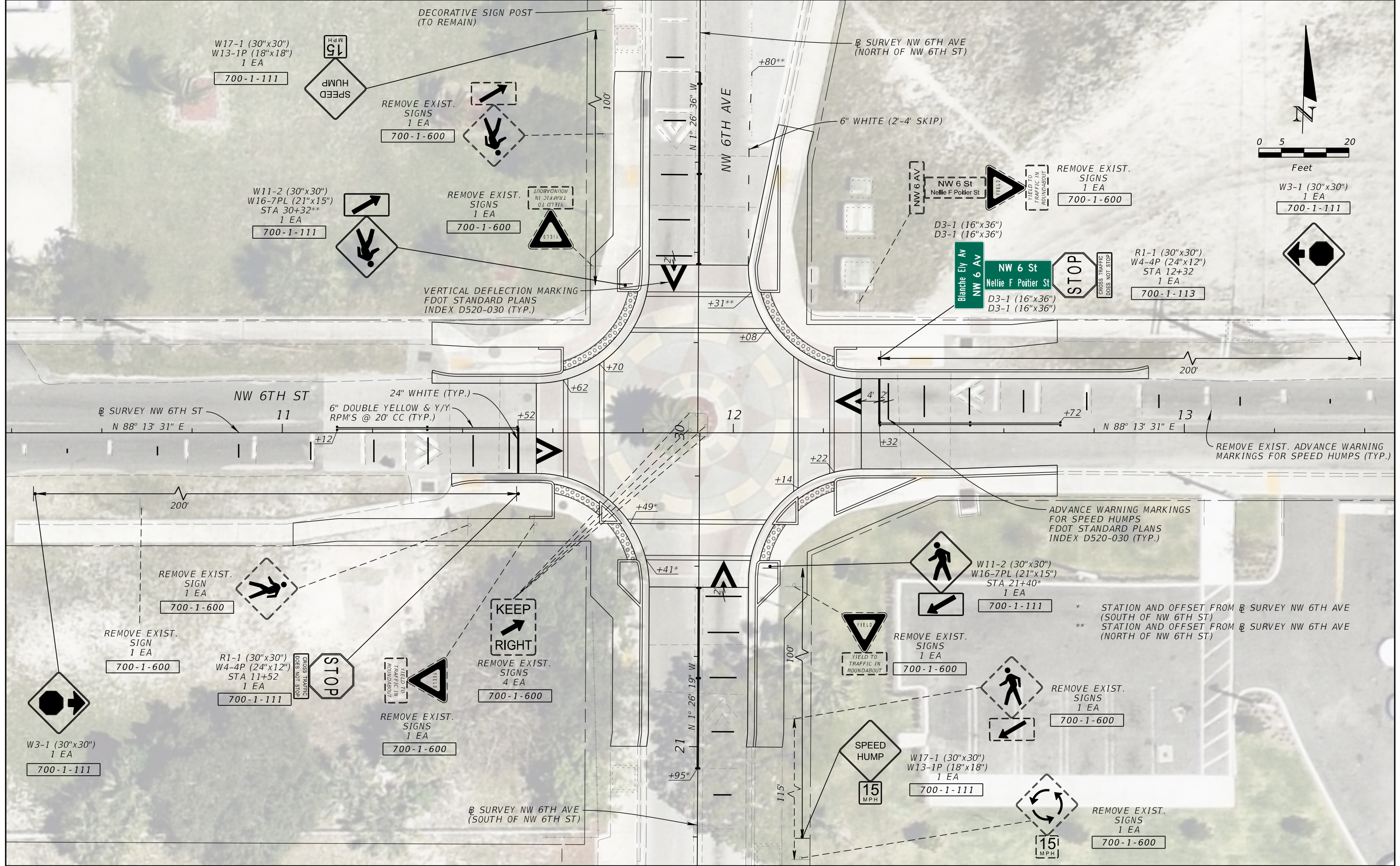
SUBMIT PRODUCT DATA/ COLOR SAMPLES FOR APPROVAL PRIOR TO CONSTRUCTION. PROVIDE A 6'X6' SAMPLE PAVER PATTERN INSTALLATION FOR OWNER APPROVAL PRIOR TO CONSTRUCTION. JOINTING SAND AND SEALANT SHALL ALSO BE APPLIED TO SAMPLE PAVER PATTERN.

# 1 CONCRETE PAVERS - CROSSWALK SECTION

NOT TO SCALE

REVISIONS				<div> Brandon C. Kern, P.E. P.E. License No. 90729 1920 Wekiva Way, Suite 200 West Palm Beach, Florida 33411</div>	CITY OF POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY			<i>SPECIAL DETAILS</i>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NAME	COUNTY	FINANCIAL PROJECT ID		11
					NW 6TH AVE	BROWARD			





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

**KimleyHorn**  
Brandon C. Kern, P.E.  
P.E. License No. 90729  
1920 Wekiva Way, Suite 200  
West Palm Beach, Florida 33411

CITY OF POMPAÑO BEACH  
COMMUNITY REDEVELOPMENT AGENCY

ROAD NAME	COUNTY	FINANCIAL PROJECT ID
NW 6TH AVE	BROWARD	

**SIGNING AND PAVEMENT MARKING PLAN**

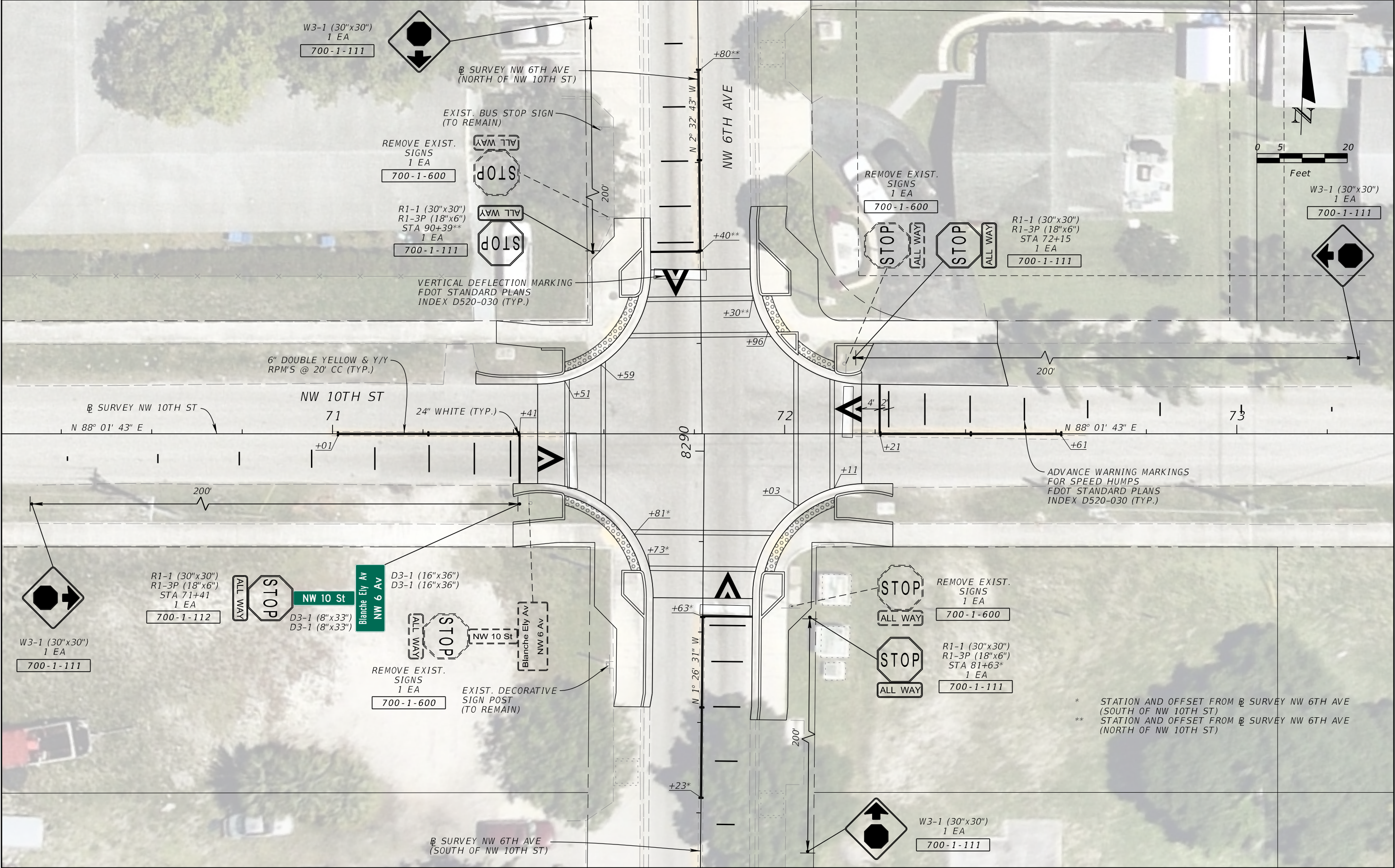
SHEET NO.  
**12**

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NAME	COUNTY	FINANCIAL PROJECT ID			
					NW 6TH AVE	BROWARD				

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West Palm Beach, Florida 33411

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> JDA Insurance Group 120 N. Federal Hwy., #301  Lake Worth FL 33460	<b>CONTACT NAME:</b> Kassie Huskey <b>PHONE (A/C, No, Ext):</b> (561) 296-0373 <b>FAX (A/C, No):</b> (561) 828-0997 <b>E-MAIL ADDRESS:</b> kassie@thejdagroup.com
<b>INSURED</b> Alexander & Johnson Project Management & Development Inc. 901 South 62nd Avenue  Hollywood FL 33023	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Cumis Specialty Insurance Company <b>INSURER B:</b> Ascot Specialty Insurance Company <b>INSURER C:</b> Richmond National Insurance Company <b>INSURER D:</b> Florida Citrus, Business & Industries Fund <b>INSURER E:</b> Upland Specialty Insurance Company <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** COI [25-26]**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	ACS000519/2500	03/28/2025	03/28/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ Included COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ESAL2510004409-01	01/09/2025	01/09/2026	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000	
		<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			RN-7-0510150	03/28/2025	03/28/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
			<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	10667460-2024	10/04/2024	10/04/2025
E	Excess Automobile Liability			USXTL0841425	01/09/2025	01/09/2026	Each Occurrence \$1,000,000 Aggregate \$1,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project: ITB25-041  
Location: NW 6th Ave / NW 6th St, 8th St, 10th St  
Pompano Beach Community Redevelopment Agency & City of Pompano Beach are included as additional insureds with waiver of subrogation in regard to the general liability policy when required by written contract.  
James Alexander, as owner/officer, is exempt from coverage of the worker's compensation policy referenced herein.

Brief Project Description:

**CERTIFICATE HOLDER****CANCELLATION**

City of Pompano Beach 100 W. Atlantic Blvd. Suite 253 Pompano Beach FL 33060	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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AGENCY CUSTOMER ID: 00002747

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY JDA Insurance Group		NAMED INSURED Alexander & Johnson Project Management & Development Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

The project consists of removing two existing roundabouts at the intersections of NW 6th Avenue and NW 6th Street, NW 6th Avenue and NW 8th Street, and the existing all way stop controlled intersection at NW 6th Avenue and NW 10th Street, and replacing them with raised intersections.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to

**Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement you have entered into with the additional insured; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
All persons or organizations where written contract with the Named Insured requires additional insured completed operations	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number: ACS000519/2500  
Named Insured: Alexander & Johnson Project Management &  
Development Inc.

**COMMERCIAL GENERAL LIABILITY**  
**CG 24 04 05 09**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**  
**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

### **SCHEDULE**

<b>Name Of Person Or Organization:</b>
All persons or organizations where required by written contract with the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.