

RESOLUTION NO. 2014-37

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**

**A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A DESIGN-BUILD AGREEMENT AMONG THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, BURKHARDT CONSTRUCTION, INC. AND CURRIE SOWARDS AGUILA ARCHITECTS, INC. FOR ATLANTIC BOULEVARD BRIDGE IMPROVEMENTS; PROVIDING AN EFFECTIVE DATE.**

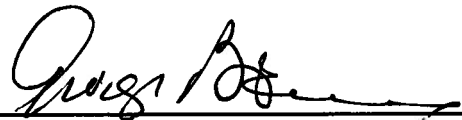
**BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY:**

**SECTION 1.** That an Agreement among the Pompano Beach Community Redevelopment Agency, Burkhardt Construction, Inc. and Currie Sowards Aguila Architects, Inc. for Atlantic Boulevard Bridge Improvements, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper officials are hereby authorized to execute said Agreement among the Pompano Beach Community Redevelopment Agency Burkhardt Construction, Inc. and Currie Sowards Aguila Architects, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 21<sup>ST</sup> day of February, 2014.



**LAMAR FISHER, CHAIRPERSON**

GEORGE BRUMMER *for*

**ATTEST:**



**MARGARET GALLAGHER, SECRETARY**

DESIGN-BUILD AGREEMENT

BETWEEN

POMPANO BEACH COMMUNITY  
REDEVELOPMENT AGENCY (CRA)  
POMPANO BEACH, FLORIDA

AND

BURKHARDT CONSTRUCTION, INC.  
CURRIE SOWARDS AGUILA ARCHITECTS, INC.

FOR

ATLANTIC BOULEVARD BRIDGE  
IMPROVEMENTS  
POMPANO BEACH, FLORIDA,  
("PROJECT")

## TABLE OF CONTENTS

		PAGE
Sec. 1	Contract Documents	1
Sec. 2	Scope of Work	1
Sec. 3	Contract Amount	3
Sec. 4	Contract Time and Liquidated Damages	3
Sec. 5	Exhibits Incorporated	4
Sec. 6	Notices	4
Sec. 7	Modification	5
Sec. 8	Successors and Assigns	5
Sec. 9	Governing Law and Venue	5
Sec. 10	No Waiver	5
Sec. 11	Entire Agreement	5
Sec. 12	Severability	5

	PAGE
Exhibit A/General Terms and Conditions	9
1. Intent of Contract Documents	9
2. Investigation and Utilities	9
3. Progress Payments	10
4. Payments Withheld	11
5. Final Payment	11
6. Submittals and Substitutions	12
7. Daily Reports, As-Builts and Meetings	13
8. Contract Time and Time Extensions	14
9. Changes in the Work	14
10. Claims and Disputes	15
11. Other Work	16
12. Indemnification and Insurance	17
13. Compliance with Laws	18
14. Cleanup and Protections	18
15. Assignment	19
16. Permits, Licenses and Taxes	19
17. Termination for Default	19
18. Termination for Convenience and Right of Suspension	20

	PAGE
19. Completion	21
20. Warranty	22
21. Tests and Inspections	22
22. Defective Work	23
23. Supervision and Superintendents	24
24. Protection of Work	24
25. Emergencies	24
26. Use of Premises	25
27. Safety	25
28. Project Meetings	26
Exhibit B/Insurance and Safety	27
Exhibit C/Release and Affidavit	34
Exhibit D/Form of Contract Application for Payment	36
Exhibit E/Work Authorization	37
Exhibit F/Design Phase Proposal	39

## AGREEMENT

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, ("CRA"), hereby contracts with BURKHARDT CONSTRUCTION, INC./CURRIE SOWARDS AGUILA ARCHITECTS, INC. ("Contractor"), a Florida corporation for profit, to perform all work ("Work") in connection with ATLANTIC BOULEVARD BRIDGE IMPROVEMENTS PROJECT, POMPANO BEACH Design/Build ("Project").

### SECTION 1. CONTRACT DOCUMENTS.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 5 hereof, Work Authorizations, Work Directive Changes, Field Orders and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including this Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. CRA shall furnish to the Contractor up to one (1) set of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

### SECTION 2. SCOPE OF WORK.

A. Generally, Contractor will provide all planning design and architectural/engineering services required for the proper design and construction of the Project.

B. Contractor's Responsibility with respect to Design.

1) In fulfilling its obligations under this Section, Contractor or Contractor's Designer shall employ Designers of the appropriate specialties for proper preparation of the project drawings and specifications, including structural, mechanical, electrical, soil boring information and reports, civil and such other specialties as are reasonably required. All such services shall be performed by appropriately licensed personnel. Contractor takes responsibility for the proper performance of all architectural and engineering services. The Contractor has developed a design phase proposal that was submitted on January 31, 2014 (see attached Exhibit "F") to the CRA for approval.

C. Responsibilities of Contractor With Respect to Construction.

1) The Contractor will provide all construction supervision, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the execution and completion of the Project.

2) The Contractor will pay all sales, use, gross receipts and similar taxes related to the Work provided by the Contractor which have been legally enacted at the time of execution of this

Agreement and for which the Contractor is liable.

3) The Contractor will prepare and submit for the CRA's approval an estimated progress schedule for the Project. This schedule shall indicate the dates for the starting and completion of the various stages of the construction. It shall be revised as required by the conditions of the Work and those conditions and events which are beyond the Contractor's control.

1) The Contractor shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The system shall be satisfactory to the CRA who shall be afforded access to all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. The Contractor shall preserve all such records for a period of three years after the final payment or longer where required by law.

D. Royalties and Patents.

1) The Contractor shall pay all royalties and license fees for materials, methods and systems incorporated in the work. He shall defend all suits or claims for infringement of any patent rights and shall save the CRA harmless from loss on account thereof except when a particular design process or product is specified by the CRA. In such case the Contractor shall be responsible for such loss only if he has reason to believe that the design, process or product so specified is an infringement of a patent, and fails to give such information promptly to the CRA.

E. Warranties and Completion.

In addition to the warranty set forth in Section 20., General Conditions:

1) The Contractor will secure required certificates of inspection, testing or approval and deliver them to the CRA.

2) The Contractor will collect all written warranties and equipment manuals and deliver them to the CRA.

3) The Contractor, with the assistance of the CRA's maintenance personnel, will direct the checkout of utilities and operations of systems and equipment for readiness, and will assist in their initial start-up and testing.

SECTION 3. CONTRACT AMOUNT

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of CRA, CRA agrees to pay, or cause to be paid, to Contractor \$1,500,000.00 for design and construction (herein "Contract Amount"), in accordance with the terms of this Agreement, as per executed Work Authorizations.

#### SECTION 4. CONTRACT TIME AND LIQUIDATED DAMAGES

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the CRA. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. The Work shall be completed as outlined in each Work Authorization. No work under this contract shall commence until certificates of insurance (see paragraph 12.2) have been received and accepted by CRA.

B. CRA and Contractor recognize that, since time is of the essence for this Agreement, CRA will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should Contractor fail to substantially complete the Work within the time period noted above, CRA shall be entitled to assess, as liquidated damages, but not as a penalty, \$500.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the CRA issues a Substantial Completion Certificate pursuant to the terms hereof. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the CRA's actual damages at the time of contracting if Contractor fails to substantially complete the Work in a timely manner.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

#### SECTION 5. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Exhibit A: General Terms and Conditions
- Exhibit B: Insurance Requirements
- Exhibit C: Form of Release and Affidavit
- Exhibit D: Form of Contractor Application for Payment
- Exhibit E: Form of Work Authorization
- Exhibit F: Design Phase Proposal



SECTION 6. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the CRA shall be in writing and delivered by hand, facsimile, overnight courier or by United States Postal Service, first class mail, postage pre-paid, return receipt requested, addressed to the following:

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY  
100 West Atlantic Blvd., Pompano Beach Fl. 33060  
Attention: Horacio Danovich

B. All notices required or made pursuant to this Agreement by CRA to Contractor shall be made in writing and shall be delivered by hand, facsimile, overnight courier or by United States Postal Service, first class mail, postage pre-paid, return receipt requested, addressed to the following:

BURKHARDT CONSTRUCTION, INC.  
Attention: Marc Kleisley  
1400 Alabama Avenue, Suite 20 West  
Palm Beach, Florida 33401

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 7. MODIFICATION.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 8. SUCCESSORS AND ASSIGNS.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 9. GOVERNING LAW AND VENUE.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. Any lawsuit brought pertaining to this Agreement shall be brought in Osceola County, Florida.

SECTION 10. NO WAIVER.

The failure of the CRA to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 11. ENTIRE AGREEMENT.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that

all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 12. SEVERABILITY.

Should any provision of the Agreement be determined by a court to be unenforceable (except Section 4, Paragraph B), such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR:

By: [Signature]  
Burkhardt Construction, Inc.

ATTEST: Corporate Secretary

By: Sharon Burkhardt

Its: Vice President \_\_\_\_\_

Date: FEBRUARY 10, 2014

[CORPORATE SEAL]

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a body politic and corporate of the State of Florida acting by and through its duly authorized Board of Commissioners.

By: [Signature]  
Chairman

Date: 2/21/14

CRA Approved 2/21/2014

Date

## EXHIBIT A

### GENERAL TERMS AND CONDITIONS

#### 1. INTENT OF CONTRACT DOCUMENTS.

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to CRA in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the CRA. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the CRA. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

#### 2. INVESTIGATION AND UTILITIES

2.1 Contractor shall have the sole responsibility of satisfying 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 materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

### 3. PROGRESS PAYMENTS.

3.1. Prior to submitting its first Application for Payment, Contractor shall submit to CRA, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the CRA, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit D.

3.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to CRA a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

3.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the CRA in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by CRA, the CRA shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect CRA's interest therein, all of which shall be subject to the CRA's prior written approval.

3.4. Contractor shall submit three (3) copies of each of its Applications for Payment to the CRA on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the CRA shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefor; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total denial and return of the Application for Payment by the CRA, the Contractor may make the necessary corrections and resubmit the Application for Payment. The CRA shall, within thirty (30) calendar days after CRA approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the CRA be obligated to pay an amount greater than that portion of the Application for Payment approved by the CRA.

3.5. Except for applications for payment for work performed pursuant to Section 2.A. of the Agreement, relating to the Design Phase, CRA shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the CRA for payment, whichever is less, up to fifty percent (50%) completion. Thereafter, if on schedule, the CRA shall retain five percent (5%) of the gross amount of each monthly payment request. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to CRA.

3.6. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

3.7. Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit C, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The CRA shall not be required to make payment until and unless these affidavits are furnished by Contractor.

#### 4. PAYMENTS WITHHELD.

4.1. The CRA may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The CRA may nullify the whole or any part of any approval for payment previously issued and CRA may withhold any payments otherwise due Contractor under this Agreement or any other agreement between CRA and Contractor, to such extent as may be necessary in the CRA's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, CRA may, after three (3) days written notice, rectify the same at Contractor's expense. CRA also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to CRA, whether relating to or arising out of this Agreement or any other agreement between Contractor and CRA.

#### 5. FINAL PAYMENT.

5.1. CRA shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by CRA in accordance with Section 19.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished CRA with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit C, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the CRA.

5.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against CRA arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by CRA

shall be deemed to be a waiver of CRA's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the CRA at the time of final inspection.

## 6. SUBMITTALS AND SUBSTITUTIONS.

6.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

6.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by CRA if sufficient information is submitted by Contractor to allow the CRA to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by CRA from anyone other than Contractor and all such requests must be submitted by Contractor to CRA within thirty (30) calendar days after Notice of Award is received by Contractor.

6.3. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the CRA for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with CRA for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the CRA in evaluating the proposed substitute. The CRA may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

6.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the CRA, if Contractor submits sufficient information to allow the CRA to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the CRA shall be the same as those provided herein for substitute materials and equipment.

6.5. The CRA shall be allowed a reasonable time within which to evaluate each proposed substitute. The CRA shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the CRA's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The CRA may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

## 7. DAILY REPORTS, AS-BUILTS AND MEETINGS.

7.1. Unless waived in writing by CRA, during the Construction Phase, Contractor shall maintain on file on the site, a daily log of the Contractor's work for the preceding week in a format approved by the CRA. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- 7.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- 7.1.2. Soil conditions which adversely affect the Work;
- 7.1.3. The hours of operation by Contractor's and subcontractor's personnel;
- 7.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- 7.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 7.1.6. Description of Work being performed at the Project site;
- 7.1.7. Any unusual or special occurrences at the Project site;
- 7.1.8. Materials received at the Project site; and
- 7.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to CRA pursuant to the Contract Documents.

7.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the CRA, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Work Authorizations, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions

shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to CRA for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to CRA by Contractor for CRA.

7.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. CRA, or any duly authorized agents or representatives of CRA, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

## 8. CONTRACT TIME AND TIME EXTENSIONS.

8.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its Architect/Engineer, subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

8.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the CRA in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

8.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which CRA may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from CRA. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against CRA will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

## 9. CHANGES IN THE WORK.

9.1. CRA shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of CRA, and CRA shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of CRA is authorized to direct any extra or changed work orally.



9.2. A Work Authorization, in the form attached as Exhibit E to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and CRA concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Work Authorizations. The Contract Amount and Contract Time shall be adjusted in the Work Authorization in the manner as CRA and Contractor shall mutually agree.

9.3. If CRA and Contractor are unable to agree on a Work Authorization for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by CRA in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by CRA. If Contractor disagrees with the CRA's adjustment determination, Contractor must make a claim pursuant to Section 10 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

9.4. In the event a requested change results in an increase to the Contract Amount, as to design the amount of the increase shall be based upon the standard hourly billing rates, according to classification of the Contractor's Architect/Engineer plus expenses to be charged at actual cost. As to the construction, the amount of the increase shall be an amount agreed to by CRA and Contractor or the Contractor's reasonable direct labor and material cost and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum fifteen percent (15%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum ten percent (10%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of twenty percent (20%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

9.5. CRA shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Work Authorization.

9.6. The CRA shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

## 10. CLAIMS AND DISPUTES.

10.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between CRA and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

10.2. Claims by the Contractor shall be made in writing to the CRA within seven (7) calendar days after the first day of the event giving rise to such Claim or else the Contractor shall be

deemed to have waived the Claim. Written supporting data shall be submitted to the CRA within fifteen (15) calendar days after the occurrence of the event, unless the CRA grants additional time in writing, or

else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 9.4.

10.3. The Contractor shall proceed diligently with its performance as directed by the CRA, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the CRA in writing. CRA shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

## 11. OTHER WORK.

11.1. CRA may perform other work related to the Project at the site by CRA's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to CRA within seven (7) calendar days of being notified of the other work. If the Contractor fails to send the above required seven (7) calendar day notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

11.2. Contractor shall afford each utility owner and other contractor (or CRA, if CRA is performing the additional work with CRA's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the CRA and the others whose work will be affected.

11.3. If any part of Contractor's Work depends for proper execution or results upon the work of any contractor or utility owner (or CRA), Contractor shall promptly report to CRA in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results.

## 12. INDEMNIFICATION AND INSURANCE.

12.1. Contractor agrees to indemnify and hold harmless CRA, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance under the Agreement. CRA and Contractor agree the first \$100.00 of the Contract Amount paid by CRA to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of CRA by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of CRA, as well as provide a legal defense for the CRA, both

of which will be done only if and when requested by the CRA, for all claims made within the parameters of this paragraph. Such payment on the behalf of the CRA shall be in addition to any and all other legal remedies available to the CRA and shall not be considered to be the CRA's exclusive remedy.

12.2. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit B to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be rated with a minimum financial size category of VIII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide CRA with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by CRA, such as "Accord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to CRA in care of: Horatio Danovich. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to CRA, on a timely basis, when requested by CRA.

12.3. The Certificates of insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given CRA of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

12.4. All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the CRA applicable to this Project. The acceptance by CRA of any Certificate of Insurance does not constitute approval or agreement by the CRA that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of insurance are received by the CRA.

12.5. Contractor shall require each of its' subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the CRA. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name CRA as an additional insured and shall contain severability of interest provisions. CRA shall also be designated as certificate holder with the address of 100 West Atlantic Blvd., Pompano Beach Fl. 33060. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by

CRA, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

12.6 All liability policies shall be underwritten on the "occurrence" basis.

12.7. Should at any time the Contractor not maintain the insurance coverages required herein, the CRA may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The CRA shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the CRA to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

12.8. Contractor shall submit to CRA a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.

12.9 Duty to Provide Legal Defense. The Contractor agrees to pay to CRA, as well as provide a legal defense for the CRA, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the CRA, for all claims as described in paragraph 12.1. Such payment on the behalf of the CRA shall be in addition to any and all other legal remedies available to the CRA and shall not be considered to be the CRA's exclusive remedy.

### 13. COMPLIANCE WITH LAWS.

13.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify CRA in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 381, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by CRA staff or the Contractor, until the deficiency is corrected.

### 14. CLEANUP AND PROTECTIONS.

14.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by CRA.

14.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

#### 15. ASSIGNMENT.

15.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of CRA. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward CRA.

#### 16. PERMITS, LICENSES AND TAXES.

16.1. All permits and licenses and all governmental charges and inspection fees necessary for the prosecution of the Work shall be procured and paid for by Contractor. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. CRA upon proper documentation of amounts paid by Contractor, shall reimburse Contractor on a cost only basis for said permits, licenses, and charges excluding those incurred due to work performed without a permit or contrary to any permit issued.

16.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

#### 17. TERMINATION FOR DEFAULT.

17.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for CRA to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the CRA or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

17.2. CRA shall notify Contractor in writing of Contractor's default(s). If CRA determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then CRA, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and

any materials, tools, equipment, appliances, plans, specifications and contract documents of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which CRA, in its sole discretion, may choose.

17.3. If CRA deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by CRA incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to CRA on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the CRA to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or CRA, as the case may be, and this obligation for payment shall survive termination of the Agreement.

17.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by CRA in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

17.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that CRA is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against CRA shall be the same as and limited to those afforded Contractor below under Subsection 18.1, Termination for Convenience.

17.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the CRA may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice of default as defined in Paragraph 17.2, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the CRA may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

## 18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

18.1. CRA shall have the right to terminate this Agreement without cause upon seven (7) calendar day's written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against CRA shall be limited to that portion of the Contract Amount earned

through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against CRA, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

18.2. CRA shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

## 19. COMPLETION.

19.1. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the CRA shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit C, (2) consent of surety to final payment, and (3) if required by CRA, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by CRA. CRA reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the CRA is completely satisfied, the final payment shall not become due and payable.

## 20. WARRANTY.

20.1. Contractor shall obtain and assign to CRA all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to CRA that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to CRA that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year(s) after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from CRA. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which CRA is entitled as a matter of law.

## 21. TESTS AND INSPECTIONS.

21.1. CRA, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work

is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide CRA with timely notice of readiness of the Work for all required inspections, tests or approvals.

21.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish CRA the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the CRA.

21.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the CRA, such work must, if requested by CRA, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given CRA timely notice of Contractor's intention to cover the same and CRA has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from CRA, such Work must, if requested by CRA, be uncovered for CRA's observation and be replaced at Contractor's sole expense.

21.4. The CRA shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by CRA in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

21.5. Neither observations by the CRA nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

## 22. DEFECTIVE WORK.

22.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by CRA, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by CRA, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold CRA harmless for same.

22.2. If the CRA considers it necessary or advisable that covered Work be observed by CRA or inspected or tested by others, Contractor, at CRA's request, shall uncover, *expose* or otherwise make available for observation, inspection or tests as CRA may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective.

Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and CRA shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the



Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

22.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CRA may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of CRA to stop the Work shall not give rise to any duty on the part of CRA to exercise this right for the benefit of Contractor or any other party.

22.4. Should the CRA determine, at its sole opinion, it is in the CRA's best interest to accept defective Work, the CRA may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the CRA's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Work Authorization shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the CRA accepts such defective Work after final payment, Contractor shall promptly pay CRA an appropriate amount to adequately compensate CRA for its acceptance of the defective Work.

22.5. If Contractor fails, within a reasonable time after the written notice from CRA, to correct defective Work or to remove and replace rejected defective Work as required by CRA, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, CRA may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, CRA may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which CRA has paid Contractor but which are stored elsewhere. Contractor shall allow CRA, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable CRA to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of CRA in exercising such rights and remedies shall be charged against Contractor, and a Work Authorization shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by CRA of CRA's rights and remedies hereunder.

## 23. SUPERVISION AND SUPERINTENDENTS.

23.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to CRA except under extraordinary circumstances. The superintendent shall be Contractor's

representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. CRA shall have the right to direct Contractor to remove and replace its Project superintendent, with cause.

#### 24. PROTECTION OF WORK.

24.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of CRA or CRA's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

24.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 25. EMERGENCIES.

25.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from CRA is obligated to act to prevent threatened damage, injury or loss. Contractor shall give CRA written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the CRA determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

#### 26. USE OF PREMISES.

26.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

#### 27. SAFETY.

27.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

27.1.1. All employees, other persons and organizations who may be affected thereby;

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

27.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

27.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by CRA has occurred.

27.3. The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the CRA.

27.4. The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in Exhibit C of this Agreement.

## 28. PROJECT MEETINGS.

Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the CRA to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the CRA with respect to the Project, when directed to do so by CRA. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the CRA.

## EXHIBIT B

### INSURANCE AND SAFETY

#### INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the CRA. Such policies shall be from insurers with a minimum financial size of VIII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor( s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The CRA does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name CRA as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the CRA, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the CRA and may be disapproved by the CRA. They shall be reduced or eliminated at the option of the CRA. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the CRA, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

### Workers Compensation Coverage

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with section 440.02(13)(d) and 440.10(1)(g) Florida Statutes.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

### General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

### General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury. Coverage

C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the CRA' s acceptance of renovation or construction projects.

### Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

### Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

### Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of insurance. If and when required by the CRA, Certificates of Insurance shall be accompanied by documentation that is acceptable to the CRA establishing that the insurance agent and/or agency issuing the Certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of insurance.

New Certificates of Insurance are to be provided to the CRA at least 30 days prior to coverage renewals. Failure of the Contractor to provide the CRA with such renewal certificates may be considered justification for the CRA to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that CRA is an additional insured on the general liability policy.
2. Include a reference to the project.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate CRA as the certificate holder as follows:

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY  
Attention: Horacio Danovich

5. Indicate that the CRA shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the CRA, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the CRA, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the CRA, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

**G PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS  
INSURANCE**

The Contractor shall assure that all design professionals, architects, and engineers used on the Project will purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

**MINIMUM PROJECT SAFETY REQUIREMENTS**

The following safety requirements represent the minimum conditions which shall be met by all Contractors and subcontractors performing work for CRA. The Contractor shall be responsible to ensure his compliance with all State and Federal safety regulations as specified in CRA contract documents. Reported or observed violations of OSHA (29CFR1910or1926) and other regulations shall be brought to the attention of the CRA project manager and CRA Safety Office and shall be immediately corrected by the Contractor. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the CRA to either the project insurance coordinator or the Department of Labor and Employment Security, Division of Safety, for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) The Contractor shall provide all necessary safety equipment for CRA staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (2) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of CRA staff, visitors, and the general public while operating work vehicles at a controlled construction site. Where conditions warrant, or at the request of the CRA, temporary barriers shall also be established for these traffic areas.
- (3) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning

signs. In no instance shall a work site be accessible, without obvious warning, to CRA staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY, and other general safety warning signs, i.e., HARD HAT AREA, as are deemed necessary by the Contractor and project manager.

- (4) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the CRA. Alternative measures may include, but are not limited to, working during off hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the CRA).
- (5) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the CRA and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised. A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.
- (6) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:
  - (a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the CRA. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.
  - (b) Material Safety Data Sheets (MSDS) shall be provided for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.



- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
  - (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (7) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
  - (8) The Contractor agrees and understands that all CRA construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
  - (9) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
  - (10) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
  - (11) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior approval from the project manager or CRA shall be obtained before their use.
  - (12) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior approval for use of these metals shall be obtained by the Contractor from the project manager.
  - (13) The use of any radioactive materials by the Contractor on project sites shall require pre-

EXHIBIT C

RELEASE AND AFFIDAVIT

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY OF FLORIDA )

)

STATE OF FLORIDA )

Before me, the undersigned authority, personally appeared \_\_\_\_\_

who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ \_\_\_\_\_ paid, \_\_\_\_\_ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of CRA, Florida, ("CRA") relating in any way to the performance of the Agreement between Contractor and CRA dated \_\_\_\_\_, 20\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which CRA might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless CRA from all demands or suits, actions, claims of liens or other charges filed or asserted against the CRA arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. \_\_\_\_\_.

CONTRACTOR:

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

Its:-----President

Date:-----

Witnesses

[Corporate Seal]

STATE OF FLORIDA

WEST PALM BEACH, FLORIDA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., if any; \_\_\_\_\_

EXHIBIT D

FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT E  
WORK AUTHORIZATION

WORK AUTHORIZATION NO. ----

CONTRACT NO. -----

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: -----

PROJECT NAME -----

PROJECT NO. -----

Under our AGREEMENT dated -----, 20

\*\*\*\*\*

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

FOR THE (Additive) (Deductive) Sum of: \_\_\_\_\_  
(\$ \_\_\_\_\_),

Original Agreement Amount \$ \_\_\_\_\_

Sum of Previous Work Authorizations \$ \_\_\_\_\_

This Work Authorization (Add) (Deduct) \$ \_\_\_\_\_

Present Agreement Amount \$ \_\_\_\_\_

The time for completion shall be (increased/decreased) by \_\_\_\_\_ ( ) calendar days due to this Work Authorization. Accordingly, the Contract Time is now \_\_\_\_\_ ( ) calendar days and the final completion date is \_\_\_\_\_. Your acceptance of this Work Authorization shall constitute a modification to our Agreement and will be performed subject to all

the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: \_\_\_\_\_ 20 \_\_\_\_\_

By: \_\_\_ Contractor

By: \_ Architect/Engineer

By: \_ Owner

Location Map



Google earth



Exhibit "B"



### Original Proposal

**Proposed Scope Elements include:** (4) 40'+/- tall tensile fabric "sails", miscellaneous streetscape features extending the current theme of the streetscape through the "sail" base areas. One walkway from the bridge to a viewing plaza on the Intracoastal Waterway with handicap access, proposed on the southwest corner of the bridge. Miscellaneous site furnishings and lighting to be determined during Pre-construction phase and are contingent upon the project budget. All other elements of artistic renderings shall be reserved for future phases or financed by alternative funding sources. Various conduits will be provided for future artistic expression of lighting schemes on the bridge.

**\$1,500,000**



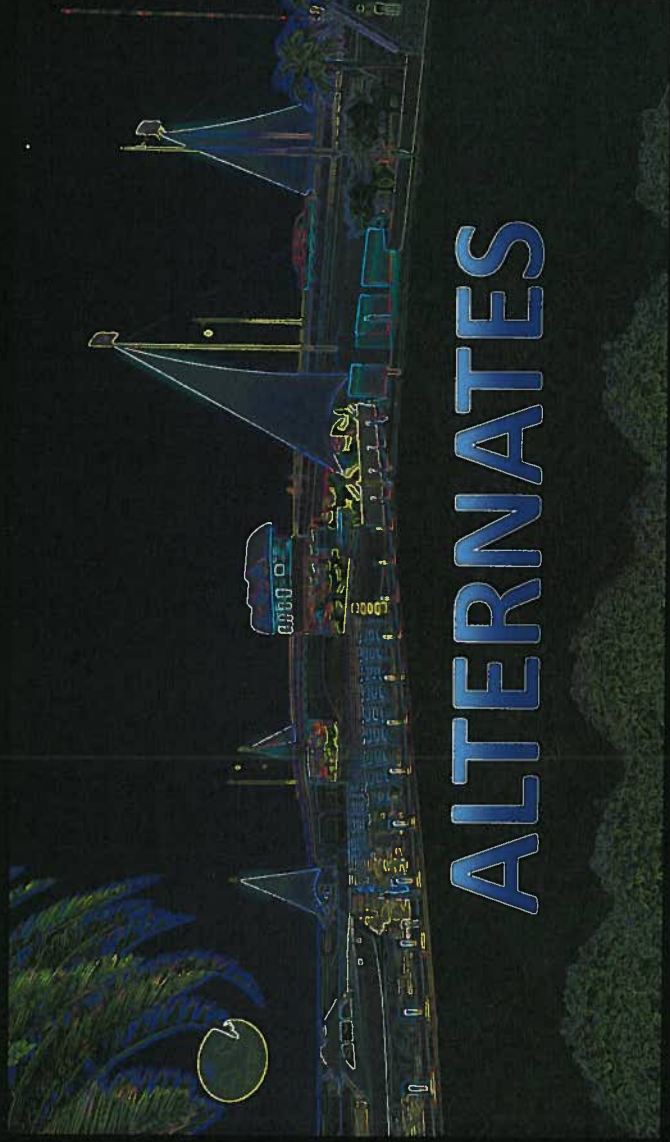
## ATLANTIC BOULEVARD BRIDGE



Kimley-Horn  
and Associates, Inc.







# ATLANTIC BOULEVARD BRIDGE



Kimley-Horn  
and Associates, Inc.





**Subject to FDOT approval**, design and construction enhancements to tender house. To include design of new tensioned roof structure, artistic concept presentation using tensioned roof structure, new lighted façade, and all associated work. **\$221,200**

**Subject to FDOT approval**, design and construction (installation) of computer-operated lighting system (or alternative). To include; **1)** computer operated programmable lighting of sails with multi-colored LED system. **\$126,400**

**2)** Custom backlighting for bridge tender house roof structure and artistic screen, bascule span, and backlit decorative cast concrete panels under bridge by boardwalk, east and west ends. **\$205,400**



## ATLANTIC BOULEVARD BRIDGE



Kimley-Horn  
and Associates, Inc.





Subject to FDOT approval, design and recommendations for mountable graphics. To include 2500 sq.ft. of mountable graphics on (3) sides of each supporting structure of the bridge, allowances for original artwork by nationally recognized artist, digital artwork is repairable and replaceable. **\$347,600**



## ATLANTIC BOULEVARD BRIDGE



Kimley-Horn  
and Associates, Inc.





EXISTING SEAWALL



# ATLANTIC BOULEVARD BRIDGE



Kimley-Horn  
and Associates, Inc.





**Design/Build** team to coordinate activities with Taha and Madison's Steakhouse to include esplanade under the bridge and pedestrian access to water's edge. To include 200 l.f. of promenade, with finishes comparable to Pompano Beach Boulevard, lighting, landscaping, furnishings, trash receptacles, and retaining walls as needed. Also to include 80 l.f. esplanade under bridge with 3'-0" overhang over water, railings, and under bridge lighting. Artistically cast concrete panels, with backlighting. Design to be formally coordinated with adjacent property owners. **\$872,160**



## ATLANTIC BOULEVARD BRIDGE



Kimley-Horn  
and Associates, Inc.





EXISTING PEDESTRIAN BARRIER



# ATLANTIC BOULEVARD BRIDGE



Kimley-Horn  
and Associates, Inc.





Subject to FDOT approval, design and construction (replacement) of existing concrete barrier. To include structural and architectural design, and demolition of 784 l.f. of existing Jersey barriers, recast base in concrete to support new made to order fabricated guardrails per new modern, less obstructive design. **\$508,944**

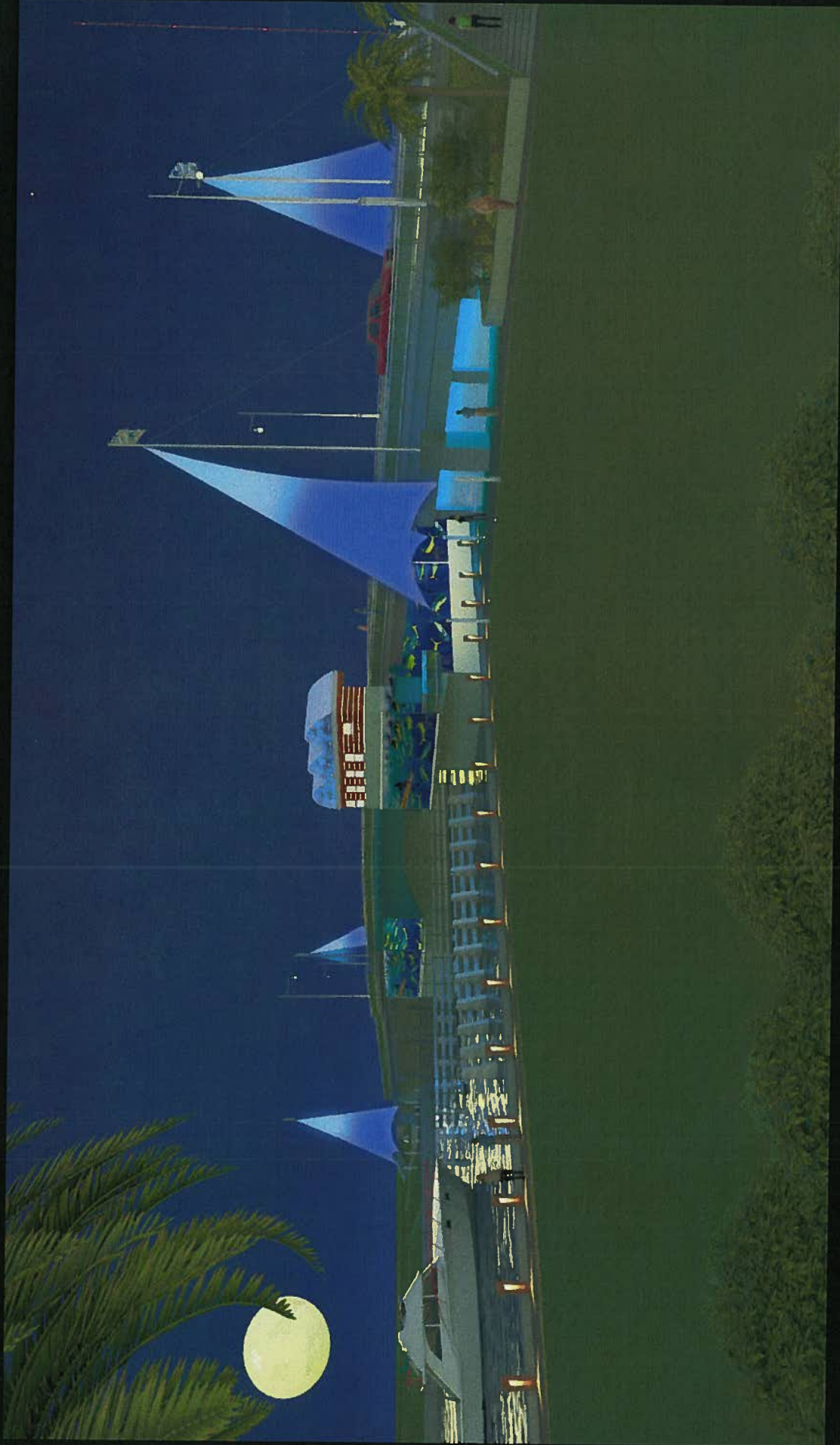


## ATLANTIC BOULEVARD BRIDGE



Kimley-Horn  
and Associates, Inc.





# ATLANTIC BOULEVARD BRIDGE



Kimley-Horn  
and Associates, Inc.





