

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated _____ by and between **CITY OF POMPANO BEACH, FLORIDA** (hereinafter called OWNER) and **ALEXANDER & JOHNSON PROJECT MANAGEMENT AND DEVELOPMENT, INC.** (hereinafter called CONTRACTOR).

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

Article 1. WORK

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

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: ITB25-009 – KIP JACOBY PICKLEBALL COURTS.

Article 2. ENGINEER

The Project has been designed by MUNSON DESIGN AND CONSULTING, INC., who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

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

Article 4. PRECONSTRUCTION PHASE REQUIREMENTS

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

performed pursuant to the second Notice to Proceed shall be commenced within ten (10) calendar days of the Project Initiation Date specified in the second Notice to Proceed.

Article 5. LIQUIDATED DAMAGES

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

Article 6. CONTRACT PRICE

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

The total sum of the work shall not exceed one million, nine thousand ten dollars and 10/100 cents (\$1,009,010.10). See BID PROPOSAL attached for line item pricing.

Article 7. PAYMENT PROCEDURES

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

7.2 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in EXHIBIT "B" GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

7.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the

aggregate of payments previously made and such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with EXHIBIT "B" GENERAL CONDITIONS.

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

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

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

Article 8. CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

8.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, or investigations,

explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

- 8.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 8.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 8.7 By entering into this Contract, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Article 9. CONTRACT DOCUMENTS

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

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

Exhibit "B" – EXHIBIT "B" GENERAL CONDITIONS

Exhibit "C" – Supplementary Conditions

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

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

- a) Exhibit "A," ITB, addenda, and documentation
- b) This Agreement
- c) Exhibit "B," General Conditions
- d) Exhibit "C," Supplementary Conditions

Article 10. MISCELLANEOUS

- 10.1 Terms used in this Agreement which are defined in EXHIBIT "B" GENERAL CONDITIONS will have the meanings indicated in EXHIBIT "B" GENERAL CONDITIONS.
- 10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 10.4 Project Web Requirements:
 - a. This project shall utilize e-Builder Enterprise (Software), a web-based project management software. OWNER shall use the Software to manage all project documents, communications and costs between the CONTRACTOR and OWNER. Training will be provided for the CONTRACTOR and all subcontractors requiring software access.
 - b. CONTRACTOR shall conduct project controls outlined by the OWNER utilizing the Software. **The designated web-based application license(s) shall be provided by the OWNER to the CONTRACTOR and subcontractors.** No additional software will be required.
 - c. CONTRACTOR shall have the responsibility for logging in to the project web site on a daily basis, and as necessary to be kept fully apprised of project developments and required action items. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance

Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety SDS sheets, Substitution Requests and the like will be submitted in digital format via the Software.

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

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By: _____
GREGORY P. HARRISON, CITY MANAGER

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

"CONTRACTOR"

Witnesses:
Inc.

Alexander & Johnson Project Management and Development

Zgo Br

By: [Signature]
JAMES ALEXANDER, PRESIDENT

LISA J. O'BRIEN
(Print or Type Name)

[Signature]

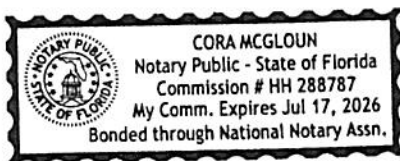
Lorena Ochoa.
(Print or Type Name)

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization this 26 day of February, 2025, by AUTHORIZED SIGNER as James Alexander of Alexander & Johnson Project Management and Development Inc., a Florida corporation on behalf of the corporation OR a Florida limited liability company OR a foreign corporation authorized to do business in Florida. He/She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Cora McGloin
(Name of Acknowledger Typed, Printed or Stamped)

HH 288787
Commission Number

Exhibit B
General Conditions

ARTICLE 1. DEFINITIONS.

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

- 1.11 **Punch List:** A list of items of work required to render complete, satisfactory, and acceptable the construction services provided for in the Contract Documents and created pursuant to Florida Statute 218.735(7)(a).
- 1.12 **Subcontractor:** A person or entity other than a materialman or laborer who enters into a Contract with Contractor for the performance of any part of Contractor's Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- 1.13 **Sub-subcontractor:** A person or entity other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. The term "Sub-subcontractor" does not include separate subcontractors of a separate contractor.
- 1.14 **Submittals:** Are prepared by the Contractor or those working on his behalf (subcontractors, material suppliers, and others) to show how a particular aspect of the Work is to be fabricated and installed. The Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, workmanship bonds, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications, periodic and final "as-builts", surveys, videos and other types of information described in the specifications.
- 1.15 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which, as certified in writing by the Project Consultant, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.
- 1.16 **Subconsultant:** A person or organization of properly registered professional architects, engineers or other design professionals who has entered an agreement with the Project Consultant to furnish professional services in support of the Project Consultants agreement with the Owner.
- 1.17 **Superintendent:** The executive representative for the Contractor present on the work at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant and capable of superintending the work efficiently.
- 1.18 **Work:** The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- 1.19 **Written Notice:** Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by certified mail or other traceable delivery service to the last business address known to him who gives notice. Trackable electronic transmissions shall also be considered as written notice.

ARTICLE 2. THE WORK.

- 2.01 The Contractor shall perform all of the Work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor and services directly related to the Work, and shall perform the Work in a good and workmanlike manner with sufficient manpower to perform the Work in accordance with the time requirements set forth in the Contract Documents, and shall perform all other acts and supply all other things necessary to complete the Work in strict accordance with the Contract Documents.
- 2.02 When completed the Work shall conform to the requirements of the Contract Documents and be completely ready for occupancy and finally completed.

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

ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.

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

ARTICLE 4. INTENT AND INTERPRETATION.

- 4.01 With the respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:
- 4.01.01 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the Owner and the

- Project Consultant of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.
- 4.01.02 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
 - 4.01.03 The intent of the Contract Documents is to include all labor, materials, equipment services and transportation necessary for the proper execution of the Work. The Contractor shall continually refer to drawing, specifications and other Contract Documents in this regard.
 - 4.01.04 In the event of a conflict among the Contract Documents, the most stringent requirement to the Contractor shall control.
 - 4.02 The Project Consultant shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.
 - 4.02.01 The Project Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes, change order requests, substitution requests, requests for interpretation and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
 - 4.02.02 Interpretations and decisions of the Project Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.
 - 4.02.03 In the capacity of interpreter the Project Consultant shall endeavor to secure faithful performance by both the Owner and the Contractor, and shall not show partiality to either.

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

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

ARTICLE 6. TEMPORARY UTILITIES.

- 6.01 Water For Execution of the Work: The Contractor shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.02 Electrical Energy: The Contractor shall provide temporary electrical energy and power lines sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.03 Temporary Sanitary Facilities And Sewers:

- 6.03.01 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations and facilities for the use of his employees as may be necessary to comply with the regulations of any governmental agencies, departments, etc. which address or govern these issues.
- 6.03.02 No nuisance will be permitted.
- 6.03.03 Upon completion of Work, such facilities shall be removed and the premises left in a sanitary condition.
- 6.03.04 Contractor is not permitted to use restrooms or other sanitary facilities within the Owner's existing building or on-site facilities unless the contrary is provided for elsewhere in the Contract Documents.

ARTICLE 7. PROGRESS.

- 7.01 Contractor shall provide the Owner with full information in advance as to its plans for performing each part of the Work. This shall include, but not be limited to, schedules provided to the Owner as Post-Award Information and subsequently updated schedules submitted to the Owner on a monthly basis as required in Article 10 below, as a condition precedent to payment(s).
 - 7.01.01 Such schedule shall be in a form acceptable to the Owner.
 - 7.01.02 The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project.
 - 7.01.03 Each such revision shall be provided to the Owner and the Project Consultant.
 - 7.01.04 Compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to comply with said requirements shall constitute a material breach of this Contract.
 - 7.01.05 By providing these Schedules to Owner, Owner does not in any way acknowledge or consent that the Schedules are acceptable or reasonable, but it is simply reviewing same for its own informational purposes.
- 7.02 If at any time during the progress of Work, the Contractor's actual progress is inadequate to meet the requirements of the Contract Documents, such as the required completion dates, the Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress so as to complete the Work on or before the required Substantial Completion Date.
 - 7.02.01 If within a reasonable period as determined by Owner, the Contractor does not improve performance to meet the requirements of the Contract Documents, such as the required completion dates, then the Owner may require an increase in any or all of the following: Contractor's Subcontractor crews and Contractor's own labor force, the number of shifts, overtime operation, Contractor's supervision and additional days of work per week, all without cost to Owner.
 - 7.02.02 Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract Documents.
- 7.03 Failure of Contractor to comply with the instructions of the Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within the time specified.
- 7.04 Upon such determination, Owner, in addition to any and all other rights set forth in the Contract Documents and remedies afforded Owner under the Contract Documents or at law, may:
 - 7.04.01 Elect to proceed with the Work with its own employees, agents, contractors, subcontractors, suppliers and assess all costs, expenses or fees for same against contractors and/or

- 7.04.02 Terminate for cause Contractor's right to proceed with the performance pursuant to the Contract Documents, or any separable part thereof, in accordance with the applicable provisions of the Contract Documents.

ARTICLE 8. EXPEDITING

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

ARTICLE 9. COMPLETION

- 9.01 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Consultant a comprehensive Punch List of items to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.01.01 For a Project with an estimated cost of less than \$10 million, the Punch List shall be completed within thirty (30) calendar days after Substantial Completion of the Project, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.01.02 For a Project with an estimated cost of \$10 million or more, the Punch List shall be completed within thirty (30) calendar days, unless otherwise extended elsewhere in the Contract Documents, but not to exceed sixty (60) calendar days, after reaching Substantial Completion, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.02 For a Project involving the construction of more than one building or structure, or involving a multiphased project, a Punch List shall be created for each building, structure, or phase of the Project pursuant to the limitations provided for above in 9.01.01 and 9.01.02, as applicable.
- 9.03 The failure to include any corrective work or pending items not yet completed on the List does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the contract. All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as defined by the Contract Documents.
- 9.04 Upon completion of all of the items on the Punch List, the Contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed 150 percent of the total costs to complete the outstanding item.
- 9.05 In the event that the Contractor fails, in whole or in part, to comply with the obligations and responsibilities required hereunder in paragraph 9.01, the Owner need not pay or process any payment request for remaining retainage.

ARTICLE 10. CONTRACT PAYMENTS

- 10.01 Schedule of Values:

- 10.01.01 The Contractor shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.
- 10.01.02 The Contractor's Schedule of Values apportions the Contract Price among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.
- 10.01.03 The Schedule of values shall be presented with such detail, and supported with whatever information the Project Consultant or the Owner reasonably requests.
- 10.01.04 The Contractor shall not imbalance its Schedule of Values nor artificially inflate or exaggerate any element thereof. Contractor's failure to comply with this provision shall be grounds for Owner to terminate Contractor, as provided for elsewhere herein.
- 10.02 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures provided herein.
- 10.02.01 On or before the **15th** day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit an Application for Payment to the Owner for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Contractor and Owner and as provided for in the Contract Documents. The Contractor shall also deliver a copy of the Application for Payment to the Project Consultant.
- 10.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Project Consultant, the Owner, or both.
- 10.02.03 The Owner shall not be required to pay for stored materials or equipment except as set forth in Article 25 below.
- 10.02.04 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the Work has been properly installed or performed in substantial compliance with the requirements of the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested.
- 10.02.05 Upon receipt of the Application for Payment, the Project Consultant shall:
- a. Within ten (10) days, review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents.
 - b. Approve in writing the amount which, in the opinion of the Project Consultant, is properly owing to the Contractor.
- 10.02.06 The Owner shall make payment to the Contractor within fifteen (15) days following the Project Consultant's written approval of the Application for Payment but in no event later than twenty-five (25) days after the invoice was received by the Owner.
- 10.02.07 The Owner may reject the Application for Payment within twenty (20) business days after the date on which the Application for Payment is stamped as received. The rejection shall be in writing and shall specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.
- 10.02.08 If the Owner disputes a portion of an Application for Payment, the undisputed portion must be timely paid.
- 10.02.09 The Contractor may submit a corrected Application for Payment which corrects the deficiency or deficiencies specified in writing by the Owner. The Owner shall either pay or reject the corrected Application for Payment within ten (10) business days after receipt of same.

- 10.02.10 If a dispute regarding the Application for Payment cannot be resolved pursuant to the process outlined herein, it must be resolved in accordance with the dispute resolution procedures outlined in Article 45.
- 10.02.11 The amount of each monthly payment shall be the amount approved for payment by the Project Consultant less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents or reasonable business practices. In the event of a dispute with regard to a portion of the Application for Payment, the Owner shall pay the undisputed portion pursuant to the timeline established in this Section.
- 10.02.12 The Project Consultant's approval of the Contractor's Applications for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in the Contract Documents.
- 10.02.13 The submission by the Contractor of an Application for Payment also constitutes an affirmative representation and warranty that all Work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance by any person whatsoever.
- 10.02.14 As a condition precedent to payment, the Contractor shall, as required elsewhere in the Contract Documents and as required by the Owner, also provide to the Owner documents relating to the Project, including but not limited to, updated schedules and daily logs, properly executed documents that all subcontractors, materialmen, suppliers or others having rights, acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any rights or other claims of any nature relating to the Project.
- 10.02.15 Furthermore, the Contractor warrants and represent that, upon payment of the Application for Payment submitted, title to all work included in such payment shall be vested in the Owner.
- 10.02.16 Dollar Value/Time Graphs: Each of the Contractor's Application for Payment shall be accompanied by a graph, prepared by the Contractor, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.
- 10.03 When payment is received from the Owner, the Contractor shall within five (5) days pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for all work covered by such payment. In the event such payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable procedures in order to protect Owner's interest or Owner's desire to assist in having subcontractors, laborers, suppliers, materialmen or others paid.
- 10.04 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.

ARTICLE 11. WITHHOLDING PAYMENT TO CONTRACTOR

- 11.01 The Owner may withhold as retainage five (5) percent of the payment owed to the Contractor until completion of the Project.
- 11.02 If the City pays the retainage amount upon the Contractor's request which is attributable to the labor, services, or materials supplied by one or more contractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors or suppliers.
- 11.03 Regardless of the provisions in this Article, in no event shall the Owner be required to pay or release any amounts that are the subject of a good faith dispute, a claim brought pursuant to Fla. Stat. § 255.05, or otherwise the subject of a claim or demand by the Owner.
- 11.04 In addition to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion if any of the following exists:

- 11.04.01 The Work is not proceeding in accordance with the Construction Documents Schedule as anticipated by the Project Consultant or the Owner. In that event, the Project Consultant or the Owner will assess the anticipated delay and the Owner will use the amounts specified for Liquidated Damages as the basis for amounts withheld. Said funds shall be held until such time as the Project Consultant or Owner determine that the Work is back on schedule. By making said funds available to Contractor, Owner does not waive its right to assess liquidated damages at the completion of the Project;
- 11.04.02 Liquidated Damages as set forth in this Contract;
- 11.04.03 Defective Work unremedied;
- 11.04.04 Punch-List items unremedied;
- 11.04.05 Subject to Owner's written notice to Contractor in accordance with the Contract Documents back charge items for work performed by Owner or another contractor at the request of Owner, which work is within the scope of the Work under this Construction Contract;
- 11.04.06 Claims filed by subcontractors, laborers, suppliers, materialmen or others;
- 11.04.07 Failure to comply with any and all insurance requirements;
- 11.04.08 Failure of the Contractor to make payment properly to Subcontractors or others;
- 11.04.09 Damage to the Owner or another contractor;
- 11.04.10 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion Date;
- 11.04.11 Failure of the Contractor to carry out any of its obligations in accordance with the Contract Documents;
- 11.04.12 Failure of the Contractor to submit the information or documents required by this Contract or reasonably required by Owner, including but not limited to schedules and daily logs.

ARTICLE 12. CONTRACTOR'S RIGHT UPON NONPAYMENT.

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

ARTICLE 13. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER.

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

ARTICLE 14. LICENSES AND PERMITS.

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

ARTICLE 15. CEASE AND DESIST ORDER.

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

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

- 16.01 The Contractor shall perform the Work in accordance with the Contract Documents.
- 16.02 The Contractor shall supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.
- 16.03 The Contractor hereby warrants that all labor provided under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all material and equipment provided shall be new and of high quality, that the Work will be complete, of high quality, without defects, and in compliance with the requirements of the Contract Documents. Any Work not complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.
- 16.04 Unless expressly provided for elsewhere in the Contract Documents, the Contractor shall obtain and pay for all required permits, fees, and licenses and shall comply with all legal requirements applicable to the Work.
- 16.05 The Contractor shall prepare and submit schedules and supporting documentation as required elsewhere in the Contract Documents.
- 16.06 Record Keeping on Site:
 - 16.06.01 The Contractor shall keep a daily log, an updated copy of the Contract Documents, approved shop drawings and other submittals, and other documents and materials as required by the Contract Documents at the site.
 - 16.06.02 All of these items shall be available to the Owner and the Project Consultant at all regular business hours.
 - 16.06.03 Upon final completion of the Work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner.
- 16.07 Shop Drawings And Other Submittals:
 - 16.07.01 The Contractor shall submit for approval with reasonable promptness and in a timely manner so as to cause no delay in the Work, various submittals including shop drawings as required for the Work of the various trades.
 - 16.07.02 These shop drawings and other submittals shall be in accordance with the requirements of the Contract Documents and shall be carefully checked in every respect and signed by the Contractor before submitting same to the Project Consultant.
 - 16.07.03 Shop drawings and other submittals from the Contractor are not part of the Contract Documents but are documents prepared and utilized by the Contractor to coordinate the Work.

- 16.07.04 The Contractor shall not do any Work requiring shop drawings or other submittals unless such have been approved in writing by the Project Consultant.
- 16.07.05 All Work requiring approved shop drawings or other submittal shall be done in compliance with such approved documents. However, approval by the Project Consultant or the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents.
- 16.07.06 The Owner and the Project Consultant shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.
- 16.07.07 The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.
- 16.07.08 The Contractor shall have the duty to carefully review, inspect and examine any and all submittal and resubmittals before submission of same to Owner or the Project Consultant.
- 16.08 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of debris, trash and excess materials or equipment. In the event the Project is located at or near occupied facilities, then Owner may establish additional rules and regulations regarding condition at the Project, including but not limited to, keeping the Project and the occupied premises clean, safe and secure.
- 16.09 At all times, the Contractor shall permit the Owner and the Project Consultant to enter upon the Project site and to review or inspect the Work.

ARTICLE 17. SUBCONTRACTS.

- 17.01 The Contract Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor. Contractor shall not replace Subcontractor without good cause.
- 17.02 The Contractor shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:
 - 17.02.01 The general form of Subcontract Agreement used by the Contractor within thirty (30) days of execution of the Construction Contract.
 - 17.02.02 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within ten (10) days of said change.
 - 17.02.03 Copies of executed Subcontractor Contracts within ten (10) days of their execution.
 - 17.02.04 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application For Payment submitted by the Contractor.
- 17.03 All contracts with Subcontractors shall incorporate by reference the terms and conditions of this Construction Contract.
- 17.04 The Contractor shall cause and require to be included in all Subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the Subcontracts in the event the Contractor is replaced by another contractor pursuant to the terms of the Contract Documents. The Contractor shall also include in all Subcontracts a provision requiring the Subcontractor, in the event of the Contractor's termination, to consent to the assignment of their Subcontracts to the Owner.

- 17.05 The Owner may at any time request from the Subcontractors, or any of them, a sworn statement of account with the Contractor and the Contractor shall cause to be included in all Subcontracts a requirement that the Subcontractors provide said sworn statement upon Owner's request.
- 17.06 Each Subcontractor and supplier must agree to assign all of its warranties to Owner. In addition, each Subcontractor and supplier must warrant all of its Work, equipment, materials and labor to Owner in accordance with the terms and provisions of its contractual obligations to Contractor and any legal or statutory provisions that apply to its work, materials or equipment.
- 17.07 Owner may at its discretion require Contractor to have major sub-subcontractors or suppliers comply with the requirements of this Article 16 or other provisions of the Contract Documents.

ARTICLE 18. CONTRACTOR'S SUPERINTENDENT

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

ARTICLE 19. COOPERATION WITH OTHERS.

- 19.01 The Owner and other contractors and subcontractors may be working at the site during the performance of the Construction Contract, and Contractor's work may be interfered with as a result of such concurrent activities. Contractor shall fully cooperate with Owner and other contractors to avoid any delay or hindrance of the Work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.
- 19.02 If any part of the Contractor's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner or separate contractor's work as fit and proper to receive Contractor's Work, except as to defects which may subsequently become apparent in such work performed by others.

ARTICLE 20. SITE CONDITIONS.

- 20.01 Contractor shall have the sole responsibility to conduct reasonable inspection of the site and to satisfy itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of material; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted in the Contract Documents;

governmental processes and requirements for obtaining permits other than issuance of the original building permits, certificates of occupancy and other regulatory/utility approvals; physical conditions at the work sites and the Project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quality of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Construction Contract; and all other matter which can in any way affect performance of the Construction Contract, or the cost associated with such performance.

- 20.02 The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work.
- 20.03 Contractor may reasonably rely upon site documentation provided by the Owner. In the event that during the course of the Work Contractor encounters an underground utility facility that was not shown on the Contract Documents; or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, within forty-eight (48) hours of their discovery, notify Owner and Project Consultant in writing of the existence of the aforesaid conditions. Project Consultant and Owner shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not changed as a result of the conditions, Project Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Owner and Contractor cannot agree on an adjustment in the Contract price or the Contract time, the adjustment shall be referred to Project Consultant for determination. Should Project Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, Project Consultant shall so notify Owner and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto. No request by Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Project Consultant as the date of substantial completion.

ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.

- 21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.
- 21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.
- 21.01.02 Contractor shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.
- 21.02 Contractor shall comply with all applicable laws and regulations.
- 21.02.01 Contractor shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner.
- 21.02.02 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.
- 21.02.03 Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining property security for the above noted items, nor shall it be constructed as limiting in any manner

Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

- 21.03 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to Owner in a timely manner.

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

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

ARTICLE 23. ADMINISTRATION OF THE CONTRACT.

- 23.01 The Project Consultant will provide Administration of the Contract.
- 23.01.01 For those projects for which the City Engineer serves as the Project Consultant, all references to the Project Consultant shall be considered to be the City Engineer.
- 23.01.02 In the event the Owner should find it necessary to replace the Project Consultant, the Owner shall retain a replacement and the role of the replacement shall be the same as the role of the original Project Consultant.
- 23.02 Unless otherwise directed by the Owner in writing, the Project Consultant will perform those duties and discharge those responsibilities allocated to the Project Consultant by the Owner.
- 23.03 Neither the Project Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the Work or for the acts of omission or commission of the Contractor, its Subcontractors or their agents or employees.
- 23.04 The Project Consultant and Owner will each have the authority to reject Work which does not conform to the Contract Documents and to require special inspection or testing with prior approval by the Owner. Neither the Project Consultant's nor the Owner's authority to act under this Paragraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Consultant or the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 23.05 The Contractor shall forward all communications to the Project Consultant, with simultaneous copies to the Owner.
- 23.06 The Project Consultant will review and certify the Contractor's Application for Payments which the Owner must subsequently approve prior to Payment of the Contractor.
- 23.07 The Project Consultant shall approve shop drawings for design only, the Contractor being responsible for all dimensions, quantities, etc., necessary to complete the Work in compliance with the Drawings and Specifications and other Contract Documents.
- 23.08 The duties, responsibilities and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Contractor, the Project Consultant, and the Owner.
- 23.09 Notwithstanding anything to the Contrary in these General Conditions or any other "Contract Document" as that term is defined in the Professional Services Agreement between the City of Pompano Beach, Florida and the Project Consultant, it is not the intention nor shall any of the provisions of those documents act as a release,

limitation or discharge of the obligations or responsibilities of the Project Consultant pursuant to its agreement with the Owner.

- 23.10 The Project Consultant will utilize the Contractor Performance Report to monitor and record the Contractor's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to the contract.

ARTICLE 24. MATERIALS.

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

ARTICLE 25. STORED MATERIALS.

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

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

ARTICLE 26. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.

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

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

ARTICLE 27. WARRANTY.

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

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

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

ARTICLE 29. PROJECT RECORD DOCUMENTS AND SURVEY.

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

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

ARTICLE 30. SALVAGE.

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

ARTICLE 31. CLAIMS BY THE CONTRACTOR.

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

ARTICLE 32. CHANGE ORDERS.

- 32.01 One or more changes to the Work within the general scope of this Contract may be ordered by the Owner by Change Order, Project Consultant's Supplementary Instructions, and Construction Change Directives.
- 32.02 The Contractor shall proceed with any extra Work or changes which alter the Contract by adding to, or deducting from the Contract Sum or Contract Time in strict accordance with the following terms and conditions:

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

Consultant for his review. Percentage for overhead and profit shall be determined in accordance with the method listed for COST PLUS PRICE, subparagraph (c.) below.

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

OVERHEAD AND PROFIT:

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

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

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

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

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

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

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

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

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

ARTICLE 33. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.

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

ARTICLE 34. SAFETY, PROTECTION OF WORK AND PROPERTY.

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

- b. The Contractor shall prominently post and maintain on the jobsite:
 - 1) OSHA 200: Log and summary of occupational injuries and illnesses.
 - 2) OSHA 2203: Provisions of the Act poster.
- 34.09.03 The Contractor shall implement and maintain a continuing safety program applicable to all Contractor employees, Subcontractors, and Sub-subcontractors, to include:
- a. Designating a responsible member of the Contractor's organization at the site as the Contractor's "Safety Officer" whose duty shall be the prevention of accidents, safety inspections, and accident documentation. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Consultant.
 - b. Holding weekly safety meetings with employees and Subcontractors.
 - c. Implementing OSHA Voluntary Protection Programs.
 - d. Ensuring the presence of an American Red Cross (or other organization acceptable to the Owner) certified Cardiopulmonary Resuscitation (CPR) and first-aid trained individual on site at all times.
 - e. Compliance with the Drug Free Work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991, and the certification of compliance with the same as required by the Owner in Document 00457, Drug-Free Workplace Certification.
 - f. Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
 - g. Ensuring that employees are not discriminated against or discharged for filing reasonable safety or health complaints or for otherwise exercising their rights in these regards.
- 34.09.04 When use of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 34.09.05 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to properly caused in whole or in part by the Contractor, a Subcontractor or a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is reasonable, except damage or loss attributable to acts or omissions of the Owner or Project Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor.
- 34.09.06 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- 34.09.07 Building materials, Contractor's equipment and other supplies may be stored on the premises, but the placing of same shall be in substantial, watertight storage sheds upon the premises where directed in which he shall store all materials which would be damaged by weather. This shall in no manner relieve the Contractor from full responsibility for such materials. Sheds and other storage structures must be secured and anchored in a manner sufficient to withstand hurricane force winds as defined by applicable codes but not less than a 120 mile per hour wind uplift force.
- 34.10 **Emergencies:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

ARTICLE 35. ROYALTIES AND PATENTS.

- 35.01 The Contractor shall pay all royalties and license fees.
- 35.02 The Contractor shall be responsible for all infringement of patent rights and shall assume the defense, including payment of attorney fees and costs, of any suit brought against Contractor and/or Owner for infringement of any United States patent or for wrongful use of proprietary information of any third party.
- 35.03 Contractor hereby indemnifies and shall defend and hold harmless Owner, its officers, its officials, its agents, its employees, and its representatives, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, and arising out of the use of the equipment or materials provided under this Construction Contract by Contractor, or out of the process of actions employed by, or on behalf of Contractor in connection with the performances of this Construction Contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further, that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.
- 35.04 Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, materials or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Contract Documents.
- 35.05 The indemnification pursuant to Florida Statute 725.06 and other Florida laws, etc., shall have a separate consideration of \$1.00, receipt of which is hereby acknowledged and incorporated into the project sum. This is incorporated by reference into the Bid Documentation and Specifications if any.

ARTICLE 36. TAXES.

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

ARTICLE 37. INDEMNITY AND HOLD HARMLESS.

- 37.01 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its officers, its officials, its agents and employees and each of them hereinafter collectively referred to as the Owner, from and against any and all judgments, demands, claims, causes of action, liability, expenses, losses, costs, fines, and damages (including reasonable attorney's fees and expert's fees) of every kind and character brought against the Owner by any person, party or entity of any kind or nature whatsoever arising out of, incident to, relating or regarding the Contractor's performance under this Agreement, the condition of the premises, and/or the Contractor's acts of omission or commission. The above indemnification does NOT serve as a waiver by Owner of the statutory limits of liability set forth in s.768.28, Florida Statutes, nor does it serve as authorization for Owner or Contractor to be sued by any third parties.
- 37.02 Contractor, however, shall not be responsible to Owner for damages resulting out of bodily injury or damages to property which a Court of competent jurisdiction determines as being attributed to the negligence of Owner, its respective agents, servants, employees or officers.
- 37.03 Said indemnifications by Contractor shall be extended to include all "Subcontractors", deliverers, suppliers, furnishers of material or anyone acting for, on behalf of, or at the request of the Contractor.

- 37.04 Contractor recognized the broad nature of this indemnifications and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of Ten (\$10.00) Dollars, which payment is incorporated into the Contract Sum, and such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida.
- 37.05 This clause shall survive termination of this Agreement and pursuant to Florida Statute 725.06 be incorporated by reference into any and all Bid Documentation or Specifications.

ARTICLE 38. TERMINATION BY THE CONTRACTOR.

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

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

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

ARTICLE 40. TERMINATION BY THE OWNER.

- 40.01 The Owner may, at the Owner's option, for any reason and at any time terminate for convenience, any work under this Contract, in whole or, from time to time, in part, in accordance with the following terms and conditions:
- 40.02 The Owner shall give written notice of such termination to Contractor 7 days before it becomes effective.
- 40.02.01 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop work when such termination becomes effective.
- 40.02.02 The Contractor shall also terminate outstanding orders and subcontracts.
- 40.02.03 The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders.
- 40.02.04 The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee.
- 40.02.05 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

40.02.06 When terminated for convenience, the Contractor shall be compensated as follows:

- a. The Contractor shall submit a termination claim within one year to the Owner and the Project Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Project Consultant. If the Contractor fails to file a termination claim with the Owner's Project Consultant within one (1) year from the effective date of termination, the Owner shall have no further obligation to the Contractor and Contractor waives any and all rights for compensation based upon the termination.
- b. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
- c. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
 1. Contract prices for labor, materials, equipment and other services accepted under this Contract;
 2. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead (and not home office or other overhead) and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 3. Reasonable costs of settling and paying legitimate claims arising out of the termination of subcontractors or orders pursuant to this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.
 4. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

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

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

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

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

ARTICLE 41. CONTRACTOR'S INSURANCE

41.01 The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death

- and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.
- 41.02 Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.
 - 41.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.
 - 41.04 The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than \$1,000,000 for injury or death to any one person and not less than \$2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than \$1,000,000 per claimant and \$2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. In the event that work to be performed hereunder by Contractor involves the removal and disposal of asbestos-related materials, Contractor shall, in addition to the foregoing coverages, also provide and carry Asbestos Liability-Occurrence form only, with \$1,000,000 per occurrence, \$2,000,000 aggregate. All insurance shall name the Owner as an additional insured, and shall remain in full force and effect for two (2) years following Contractor's completion of the work.
 - 41.05 The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.
 - 41.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars (\$1,000,000) per claimant, one million dollars (\$1,000,000) per occurrence.
 - 41.07 The insurance coverage amounts provided for in this Section are the minimum required insurance amounts. The Owner may require additional insurance or coverage on a case-by-case basis. Any insurance or coverage amounts in addition to those provided for herein shall be specified in the Contract Documents.
 - 41.08 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.
 - 41.09 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.
 - 41.10 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service.

All policies must remain in effect during performance of the Work and for a period of one year after final completion.

- 41.11 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.
- 41.12 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

ARTICLE 42. PERFORMANCE BOND AND PAYMENT BOND

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

ARTICLE 43. RIGHT TO AUDIT PROVISIONS

- 43.01 Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.
- 43.02 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.
- 43.03 Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.
- 43.04 Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.
- 43.05 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of 10% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

ARTICLE 44. LAWS AND REGULATIONS

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

ARTICLE 45. DISPUTE RESOLUTION.

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

ARTICLE 46. GOVERNING LAW; VENUE; WAIVER OF TRIAL BY JURY.

- 46.01 The Construction Contract shall be governed by the laws of the State of Florida.
- 46.02 In the event either party institutes litigation related in any manner to this contract for any reason, the sole venue for all such litigation shall be in the 17th Judicial Circuit of Florida in Broward County, Florida, or in the U.S. District Court for the Southern District of Florida, as well as the applicable appellate courts serving said venues.
- 46.03 To the fullest extent permitted by law, Owner, Contractor, and Contractor's Surety do hereby each waive the right to trial by jury in any action or proceeding, including any counterclaims/crossclaims/third (or more remote) party complaints which may be brought by Owner, Contractor, or Surety, jointly and/or severally, arising out of or in any way related to this Construction Contract and/or attendant suretyship including, without limiting the generality thereof, any claim for damages resulting from any act or omission of Owner, Contractor, or Surety, jointly or severally, in any way connected with this Construction Contract.

ARTICLE 47. RIGHTS AND REMEDIES.

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

ARTICLE 48. SUCCESSORS, ASSIGNS AND ASSIGNMENT.

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

under the Contract Documents. The Contractor shall include in all Subcontracts, equipment leases and purchase orders a provision requiring the subcontractor, equipment lessor or supplier, in the event of Contractor's default under this Contract, to consent to the assignment of their subcontracts to the Owner.

ARTICLE 49. PUBLIC RECORDS.

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
[**RecordsCustodian@copbfl.com**](mailto:RecordsCustodian@copbfl.com)

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 THE REQUIREMENT

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

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

1.02 RELATED WORK SPECIFIED ELSEWHERE

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

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

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

1.04 MARKING DEVICES

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

1.05 RECORDING

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

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

1.06 RECORD DRAWINGS

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

- A. The Contractor shall maintain full size (24"X 36") project record to reflect the "record" items of work as the work progresses. Upon completion of the work, the Contractor shall prepare a set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2018 or more recent version OR GIS). The record drawings will, in the greatest possible detail, reproduce the exact final conditions of the entire project. Including, but not limited to, final survey, utilities, architecture, structural, civil conditions, electrical, mechanical, paving, landscaping, irrigation, updating all details and all notes, parking, and any other plans related to a specific project. For the purpose

of producing the final record drawings, based on the project record, the Consultant will furnish one set of full-size design drawings on reproducible material and an electronic file (DWG format, AutoCAD, Version 2018 or more recent version OR GIS) to the Contractor on compact disk or any other electronic means.

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

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

vertically. The clearance between the facilities horizontal and vertical shall be noted. For instance, if a two inch (2") gas main crosses over the top of a six inch (6") potable water main, the bottom elevation of the gas main shall be noted and the top of the water main shall be noted. The difference between the two facilities will be the clearance between the two facilities. Parallel mains shall note the clearance between the outside of the mains. It shall be the Contractor's responsibility to note these crossings on a daily basis and ensure that this information is reflected on the Record Drawing plan set. Crossings will not require state plane coordinates.

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

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

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

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EXHIBIT A

ITB25-009 – KIP JACOBY PICKLEBALL COURTS



**INVITATION TO BID
ITB25-009**

KIP JACOBY PICKLEBALL COURTS

Bid Opening: January 9, 2025, 2:00:00 P.M.

**Virtual Zoom Meeting
For access, go to:**

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

SCHEDULE OF EVENTS

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

ITB NUMBER:	ITB25-009
ITB TITLE:	Kip Jacoby Pickleball Courts
DATE PUBLISHED IN SUN-SENTINEL	November 22, 2024
RELEASE DATES/TIME:	November 21, 2024, by 5:00 PM
NON-MANDATORY PRE-BID CONFERENCE	December 4, 2024, by 10:00 AM
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	December 26, 2024, at 5:0 PM
ITB RESPONSE DUE DATE/TIME:	January 9, 2025, at 2:00:00 PM
RECOMMENDATION FOR AWARD:	January 2025
DIRECT ALL INQUIRIES TO:	https://pompanobeachfl.ionwave.net
E-PROPOSAL SUBMITTALS ONLY:	https://pompanobeachfl.ionwave.net
PROPOSAL VIRTUAL OPENING:	https://pompanobeachfl.gov/pages/meetings

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

SUBMITTAL CHECKLIST

Please use the following table to verify that your proposal (the vendor's response to this ITB) includes items and is completed as instructed.

Item #	Bid Response Item	Located on ITB Page #	Completed?
1	Project Completion (this information is completed electronically at the time of submission of the bid through www.pompanobeachfl.ionwave.net)	25	<input type="checkbox"/>
2	Bidder Acknowledgment (this section is completed electronically at the time of submission of the bid through www.pompanobeachfl.ionwave.net)	25	<input type="checkbox"/>
3	Acceptance of Terms and Conditions (this section is completed electronically at the time of submission of the bid through www.pompanobeachfl.ionwave.net)	25	<input type="checkbox"/>
4	Acknowledgment of Addendums (this section is completed electronically at the time of submission of the bid through www.pompanobeachfl.ionwave.net)	25	<input type="checkbox"/>
5	Disclosure of Potential Conflict of Interest (this is completed electronically at the time of submission of the bid through www.pompanobeachfl.ionwave.net)	18 & 25	<input type="checkbox"/>
6	Attachment C – Local Business Unavailability form (this form is completed electronically at the time of submission of the bid through www.pompanobeachfl.ionwave.net)	21 & 26	<input type="checkbox"/>
7	Attachment D – Good Faith Effort Report form (this form is completed electronically at the time of submission of the bid through www.pompanobeachfl.ionwave.net)	21 & 26	<input type="checkbox"/>
8	Drug-Free Workplace (this is completed electronically at the time of submission of the bid through www.pompanobeachfl.ionwave.net)	11 & 25	<input type="checkbox"/>
9	Attachment H – W-9 (this form is completed electronically at the time of submission of the bid through www.pompanobeachfl.ionwave.net)	https://www.irs.gov/pub/irs-pdf/fw9.pdf	<input type="checkbox"/>
10	Attachment J – Bid Security Bond form	6	<input type="checkbox"/>
11	Attachment F – Contractor Performance Report	7	<input type="checkbox"/>

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SECTION 3 – Table of Contents

SECTION	PAGE(S)
1. SCHEDULE OF EVENTS	
2. SUBMITTAL CHECKLIST	
3. SECTION 1 – INTRODUCTION AND GENERAL INFORMATION	
4. SECTION 2 – BIDDER’S RESPONSIVENESS AND RESPONSIBILITY	
5. SECTION 3 – AWARD OF SOLICITATION AND RESULTING CONTRACT	
6. SECTION 4 – INSTRUCTIONS TO BIDDERS AND SPECIFIC CONDITIONS	
7. SECTION 5 – LOCAL BUSINESS PROGRAM	
8. SECTION 6 – BIDDER ACKNOWLEDGEMENT	
9. SECTION 7 – ITB ATTRIBUTES	
10. SECTION 8 – ATTACHMENTS	

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SECTION 1 – Introduction and General Information

- 1.1 **Introduction:** The City of Pompano Beach (the “City”) will receive sealed bids for Invitation to Bid (ITB) ITB25-009, Kip Jacoby Pickleball Courts, until **2:00:00 p.m. (local), January 9, 2025**. Bids must be submitted electronically through the eBid System on or before the due date and time as specified herein. Any bid received after the due date and time specified will not be considered. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

The scope of work under this ITB shall consist of furnishing and installing all tools, equipment, materials, supplies, and all labor, transportation, and related services. All work or other operations required to fulfill the contract shall be performed in strict accordance with the Contract Documents.

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

More information is included in **Attachment A**. Refer to the attachments tab of the City’s eBid System.

- 1.2 **Cone of Silence Notice:** Bidders are hereby notified that this Solicitation is subject to a “Cone of Silence”. A Cone of Silence means a prohibition on any communication regarding any particular competitive solicitation between:
- Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
 - Any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process. For purposes of this section, Vendor’s Representative means an employee, partner, officer, or director of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

The “cone of silence” shall terminate at the time the City awards or approves a contract, votes to reject all Proposals or responses, or otherwise take action that ends the solicitation or other procurement process. If the City Commission refers the item back to the City Manager and staff for further review, the cone of silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action that ends the solicitation or other procurement process. Suppose a Cone of Silence is imposed for a competitive solicitation but the solicitation is not issued. In that case, the cone of silence shall terminate upon a final determination by the Procurement and Contracts Department that the solicitation will not be issued. When a Cone of Silence is terminated, public notice of the termination shall be posted.

- 1.3 **Line Items:** All bid figures **must** be entered into the City’s eBid System Line Items tab.

- 1.4 **NON-MANDATORY PRE-BIDDERS CONFERENCE:** A non-mandatory pre-bid conference will be held on December 4, 2024, at 10:00 AM through Zoom meetings and in person at General Services and Procurement, 1190 NE 3 Avenue, Pompano Beach, FL 33060. Attendance is encouraged ~~required~~ for all bidders wishing to submit a bid for this Project. ~~Bidders who do not~~

~~attend will be disqualified from the bidding process.~~ The conference will provide an opportunity to discuss project specifications and address any questions.

SECTION 2 - BIDDER'S RESPONSIVENESS AND RESPONSIBILITY

Award of ITB shall be to the lowest responsive and lowest responsible Bidder. In determining the lowest responsive and lowest responsible Bidder and that the purchase or contract will best serve the interests of the City, the Commission, the City Manager, or the General Services Director, where applicable, shall consider various factors. These factors include, but are not limited to, price and the following:

- 2.1 **Responsiveness:** Each bid shall be reviewed in accordance with the conditions provided herein. If a Bidder fails to satisfy these conditions, the city may deem the bid non-responsive and not consider it for further review.
- a. Each Bid must be submitted prior to the deadline provided in the eBid System. Submission will not be accepted outside the eBid System, including but not limited to faxed, emailed, or hand-delivered to the City's Procurement and Contracts Department. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bidders shall contact the Purchasing Agent representative at 954-786-4098 in such a case for special permission.
 - b. Qualification of Bidders form must be completed and uploaded to the Response Attachments tab of the City's eBid System.
- 2.2 **Responsibility Documentation:** To demonstrate the Bidder's responsibility, the Bidder must submit to the City the information provided herein. Submittals requested pursuant to this paragraph are in addition to those required elsewhere.
- a. **Bid Security Bond:** Each bid requires a cashier's check or Bid Bond executed on the prescribed form, payable to the City of Pompano Beach, P.O. Box 1300, Pompano Beach, Florida 33061, in an amount not less than five percent (5%) of the bid amount. Bidder shall upload a copy of its Bid Bond or a copy of the cashier's check to the Response Attachments tab in the eBid System. The Awarded Bidder will be required to submit the original executed Bid Bond or cashier's check prior to the execution of the contract and before the commencement of any work.

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

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

- b. **Prior Project Experience and References:** Bidder must provide the following verifiable information with the bid at the time it is submitted:

- i. Evidence that Bidder was the Prime Contractor on two (2) municipal projects completed (final completion) within the last six (6) years. Each project submitted as qualifying experience must be located within the continental United States, have a contract value equal to or greater than the amount specified in this Invitation to Bid (ITB), and must be of similar complexity and scope to the project described in this ITB.

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

- ii. At least one verifiable municipal contact (client) reference for each project described previously. The bidder must provide the client's name, phone number, and e-mail address for each project. If the Bidder has done work for the City, the City may, at its discretion, rely on the City's past performance records or may contact references. The City will only attempt to contact each reference three times.
- iii. If the Bidder fails to provide the previously described items, or if the City is unable to reach a reference after three (3) attempts, the City may deem the Bidder non-responsible.
- iv. The City reserves the right, at its sole discretion, to deem a Bidder's response non-responsible and reject it if the references submitted do not conform to the above, or the references are deemed unsatisfactory to the City.
- c. License Requirements - Be able to provide proof of required licensure. (Such licensure must have been obtained prior to the date of Bid Submission.)
- d. Corporations and Partnerships - The City will review the Bidder's business to confirm that it is in good standing with the Florida Department of State, Division of Corporations based on the information provided in the Qualification of Bidders Form.
- e. Have a satisfactory past and/or current performance record - based on the information gathered by the City regarding Bidder's performance on past or current contracts. The City shall rely on the contractor's periodic performance evaluations and any other reasonable and reliable sources within the City's organization and control from past and present City projects where applicable.
- f. Be financially solvent and have sufficient financial resources to perform the resulting Contract and shall provide proof thereof of its financial solvency. At its sole discretion, the City may ask for additional proof of financial solvency, including additional documents post-bid unsealing and prior to award that demonstrates the Bidder's ability to perform the resulting contract and provide the required materials and/or services.

- g. Have the necessary production capacity, construction, and technical equipment and facilities, or the ability to obtain them.
- h. Provide satisfactory evidence that such elements as production control procedures, property control systems, quality assurance procedures, and safety programs applicable to work to be produced or services to be performed by the Bidder, Suppliers, and Subcontractors are present.
- i. Have the necessary management organization, experience, technical skills, accounting and operational controls, plan, manpower, and financial resources and be otherwise qualified and eligible to perform the work under applicable laws and regulations.

The City does not consider social, political, or ideological interest in determining the Contractor's responsibility in compliance with Florida Statute 287.05701.

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SECTION 3 - AWARD OF SOLICITATION AND RESULTING CONTRACT

- 3.1 The City reserves the right to reject any and all bids, to waive any and all informalities not involving price, time, and changes in the work and to negotiate contract terms with the Awarded Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. Also, the City reserves the right to reject the bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsible, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. Therefore, discrepancies between the indicated sum of any column of figures and the correctly tabulated sum of any column will be resolved in favor of the correctly tabulated sum of any column.

The City requires that all bidders submit cost estimates that are consistent with fair market pricing. All bids will be reviewed to ensure that proposed costs align with current industry standards for similar projects. If any submitted bid is found to be substantially higher or lower than what is deemed reasonable by prevailing market conditions. Suppose any submitted bid is found to be substantially higher or lower than what is deemed reasonable by prevailing market conditions. In that case, the City reserves the right to reject the bid in question. Such determinations will consider both the overall project cost and individual line items within the bid. The City may rely on independent evaluations, cost databases, or comparative analyses to establish fair market ranges.

In submitting a bid, each bidder acknowledges and agrees that:

1. Submitted proposed costs reflect competitive pricing within the industry.
 2. Bidder understands and accepts that bids with significantly inflated or deflated costs, relative to fair market standards, may be excluded from consideration without further recourse.
- 3.2 In evaluating bids, the City will consider the bidders' qualifications, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the ITB or prior to the Notice of Award.
- 3.3 The City may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractor, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. The City also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.
- 3.4 The City may conduct such investigations as the City deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the work in accordance with the Contract resulting from the ITB to the City's satisfaction within the prescribed time.
- 3.5 **If the Bid is to be awarded, it will be awarded to the lowest responsive and responsible Bidder.**
- 3.6 The Awarded Bidder will receive an automatically generated notice of award from the eBid System or an email notification from the City's Procurement and Contracts Department.

- 3.7 **City reserves the right to postpone the award of the Contract for a period which shall not exceed one hundred twenty (120) days from the Bid unsealing date.** City may, at its sole discretion, release any bid and return the Bid Security prior to that date. City also reserves the right to ask for additional postponement time, which the Bidder may provide written binding acceptance. An email to the purchasing agent from an authorized agent of the Bidder shall be considered a written binding acceptance of the postponement time.
- 3.8 The Awarded Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract Documents. All Bid Bonds, Contract Bonds, Insurance Contracts, and Certificates of Insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having its place of business in the State of Florida and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida. **Bid Bonds are required for all Bids; Performance and Payment Bonds are required for projects over two hundred thousand dollars (\$200,00.00). Performance and Payment Bonds must be recorded with Broward County. Insurance is required for all bids.**

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SECTION 4 - INSTRUCTIONS TO BIDDERS AND SPECIFIC CONDITIONS

- 4.1 **Defined Terms:** Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions. The term “Bidder” means one who submits a bid directly to the City, as distinct from a sub-bidder, who submits a bid to a Bidder. The term “Awarded Bidder” means the lowest, qualified, responsible, and responsive Bidder to whom the City (based on the City’s evaluation as hereinafter provided) makes an award. The term “ITB Documents” includes the ITB, attachments, and all addenda issued prior to receipt of bids.
- 4.2 **Copies of ITB Documents:**
- a. Complete sets of the ITB Documents may be obtained from the City’s website at no charge.
 - b. Complete sets of ITB Documents must be used in preparing bids; the City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of ITB Documents.
 - c. City, in making copies of ITB Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.
- 4.3 **Qualifications of Bidders:** To demonstrate qualifications to perform the work and to be considered for the award, each Bidder must submit written evidence, such as previous experience, present commitments, and other such data as may be required in the Qualification of Bidders document available in the “Attachments” tab of the City’s eBid System.
- 4.4 **Public Entity Crimes:** In accordance with Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 4.5 **Drug-Free Workplace:** In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs.
- 4.6 **Anti-Kickback Act:** The Awarded Bidder must comply with the Copeland “Anti-Kickback Act” (19 U.S.C. Section 874), as supplemented in the United States Department of Labor Regulations DOL 29 CFR, Part 3 (<https://www.ecfr.gov/current/title-29/subtitle-A/part-3>).
- 4.7 **Examination of ITB Documents and Sites:**
- 4.7.1 It is the responsibility of each Bidder before submitting a bid, to:
 - a. examine the ITB Documents thoroughly,
 - b. visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the work,

- c. consider Federal, State, and Local Laws and Regulations that may affect the cost, progress, performance, or furnishing of the work,
 - d. study and carefully correlate Bidder's observations with the ITB Documents, and,
 - e. notify the City of all conflicts, errors, or discrepancies in the ITB Documents.
- 7.7.2 Information and data reflected in the ITB Documents concerning or contiguous to the site is based upon information and data furnished to the City by owners of such facilities or others, and the City does not assume responsibility for accuracy or completeness thereof unless it is expressly provided otherwise.
- 4.7.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities, and other physical conditions, and possible changes in the ITB Documents due to differing conditions appearing in the General Conditions section of the ITB.
- 4.7.4 Before submitting a bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data that pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the ITB Documents.
- 4.7.5 On request in advance, the City will provide each Bidder with access to the site to conduct such explorations and tests as each Bidder deems necessary for the submission of a bid. Bidder shall fill all holes, clean up, and restore the site to its former condition, or better, upon completion of such explorations.
- 4.7.6 The lands upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the work are identified in the ITB Documents. The Contractor will provide all additional lands and access required for temporary construction facilities or storage of materials and equipment. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the City unless otherwise provided in the Contract resulting from the ITB.
- 4.7.7 The electronic submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the ITB Documents, that without exception, the bid is premised upon performing and furnishing the work required by the ITB Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the ITB Documents, and that the ITB Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

4.8 Interpretations and Addenda

- a. All questions must be submitted using the Questions feature in the eBid System. All questions must be submitted by 5:00:00 p.m. at least twelve (12) calendar days before

the originally scheduled bid unsealing. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

- b. If any addendum is issued to the ITB, the addendum will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting its bid, to contact the City's Procurement and Contracts Department at (954) 786-4098 to determine if any addendum was issued and to make such addendum a part of its bid. The addendum will be posted in the eBid System.
- c. An addendum may also be issued to modify the ITB as deemed advisable by the City.

4.9 Contract Time: The number of days within which, or the dates by which, the work is to be substantially completed and also completed and ready for final payment (the Contract Time) are outlined in the "Attributes" tab of the City's eBid System.

4.10 Liquidated Damages: Provisions for liquidated damages, if any, are outlined in the Contract.

4.11 Indemnification: All Bidders must enter in the "Line Items" tab of the City's eBid System the amount of consideration required by the Bidder in return for the Bidder's promise of indemnity contained in the General Conditions section of the ITB.

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

4.13 Subcontractors, Suppliers, and Others.

- a. Each bid must identify the names and addresses of Subcontractors, Suppliers, and other persons and organizations including those who are to furnish the principal items of material and equipment listed in the "Line Items" tab of the City's eBid System. If requested, the apparent lowest Bidder, and any other Bidder so requested, shall within seven (7) days after the ITB opening submit to the City a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, Supplier, other persons, or organization if requested by the City. If the City has reasonable objection to any proposed Subcontractor, Supplier, other person, or organization, may before the Notice of Award is given request the apparent lowest Bidder to submit an acceptable substitute without an increase in Bid Price. If the apparent lowest Bidder declines to make any such substitution, the City may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person, or organization listed and to whom the City does not make written objection prior to the

giving of the Notice of Award will be deemed acceptable to the City subject to revocation of each acceptance after the Effective Date of Contract.

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

4.14 Bidder Acknowledgment (See SECTION 6)

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

4.15 Submission of Bids

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

4.16 Modification and Withdrawal of Bids

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

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

4.18 Bids To Remain Subject To Acceptance

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

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

4.20 Execution of Contract: When the City makes a recommendation to award a vendor a contract to the lowest responsible and responsive bidder, the signed Contract by the vendor will be presented to the commission for approval. Within ten (10) days thereafter, the Contractor shall provide all required documents to the City with the required Bonds. Within fifteen (15) days thereafter, the City shall deliver one fully signed counterpart to the Contractor.

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

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

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

4.24 Non-Discrimination: There shall be no discrimination as to race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the operations conducted under the Contract.

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

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

Any questions regarding Section 442, Florida Statutes, should be directed to:

Department of Labor and Employment Security, Division of Safety, 2002 Old St. Augustine Road, Tallahassee, Florida, 32399; telephone: 1-800-367-4378.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION, IN ACCORDANCE WITH OSHA STANDARDS.

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

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

The City's current franchised hauler is Coastal Waste & Recycling, Inc., which may be contacted directly for dumpsters and/or roll-offs at:

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

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

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

FEE OR PERMIT	CITY DEPARTMENT	COST (SET FEE OR PERCENT OF PROJECT AMOUNT)
All construction within City right-of-way	Engineering	Waived
All utilities tie-ins to City water, sewers, and drainage	Engineering	Waived
Paving	Engineering	Waived
Fire plan review for new construction, additions and alterations	Building Inspection	See City Code of Ordinances 95.14
Fire alarm and fire sprinkler plan review (new installations)	Fire Plan Review	See City Code of Ordinances 95.14
Fire hydrant flow test	Fire Plan Review	See City Code of Ordinances 95.14
Business Tax Receipt (only if the Contractor has a temporary office in the City of Pompano Beach)	Zoning	See City Code of Ordinances
Site plan review	Zoning	See City Code of Ordinances
Rezoning	Zoning	See City Code of Ordinances
Variance	Zoning	See City Code of Ordinances
Tree Permit application fee	Zoning	See Zoning Code/City Code of Ordinances
Landscape reinspection fee	Zoning	See Zoning Code/City Code of Ordinances
Capital recovery fees	Customer Service	See City Code of Ordinances 50.13 and 51.11
Tapping fee	Customer Service	See City Code of Ordinances
Deposits (water bill)	Customer Service	Deposit based upon size of meter (only applies if Contractor responsible for water bills during period between meter installation and City acceptance of project.)
Administrative fee	Customer Service	See City Code of Ordinances
Building permit	Building Inspection	See Bldg. Fee Schedule/City Code of Ordinances
Building Reinspection fee	Building Inspection	See Bldg. Fee Schedule/City Code of Ordinances
Certificate of occupancy	Building Inspection	See Bldg. Fee Schedule/City Code of Ordinances
Lien law	Building Inspection	\$5.00
Surcharge Bro. Co. Bd. of Rules & Appeals	Building Inspection	\$0.60 per \$1,000 valuation
Surcharge Fla. Statute 553.721	Building Inspection	1.5% of permit fees, minimum \$2.00
Surcharge Fla. Statute 468.631	Building Inspection	1.5% of permit fees, minimum \$2.00

4.28 Project Web Requirements

4.28.1 This project will utilize e-Builder Enterprise™, a web-based project management tool. This web-based application is a collaboration tool that will allow all project team members

continuous access through the Internet to important project data as well as up-to-the-minute decision and approval status information.

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

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

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

4.29 **Conflict of Interest:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of City employees acting in a private capacity to rent, lease, or sell any realty, goods, or services to the City. It also places restrictions on the City employees concerning outside employment or contractual relationships with any business entity that is doing business with the City. Each Proposer is to disclose any employees it has who are also City employees with its bid. Any employees identified by the Proposer should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

4.30 **Protesting of Bid Conditions/Specifications:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after the electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Fridays Saturdays, Sundays, state holidays, or days during which the City administration is closed shall be excluded from the computation of the 72 hours. If the tenth calendar day falls on a Friday, Saturday, Sunday, state holiday or day during which the City administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Friday, Saturday, Sunday, state holiday or day during which the City administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the

facts and law upon which the protest is based.” Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by the General Services Procedures Manual shall be filed at the office of the Director, Procurement and Contracts, 1190 NE 3 Avenue, Pompano Beach, FL 33060.

- 4.31 **Posting of Bid Recommendations / Tabulations:** ITB Recommendations and Tabulations will be posted on <http://www.pompanobeachfl.ionwave.net> on the SCHEDULE OF EVENTS and will remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted in Procurement and Contracts and/or at <http://www.pompanobeachfl.ionwave.net>. In the event the date and time of the posting of ITB Recommendations/Tabulations are changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Fridays, Saturdays, Sundays, state holidays, and days during which the City administration is closed shall be excluded from the computation of the 72 hours. If the tenth calendar day falls on a Friday, Saturday, Sunday, state holiday, or day during which the City administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Friday, Saturday or Sunday, state holiday or days during which the City administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that “The formal written protest shall state with particularity the facts and law upon which the protest is based”. Any person who files an action protesting an intended decision shall physically deliver and post with the City, at the time of filing the formal written protest, an original bid protest bond, payable to the City, in an amount equal to one percent (1%) of City’s estimate of the total volume of the contract. The City shall provide the estimated contract amount to the Proposer within 72 hours, excluding Fridays, Saturdays, Sundays, and other days during which the City administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bid protest bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bid protest bond, the City may accept a cashier's check, official bank check, or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the City prevails, the City shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bid protest bond shall be returned. If the protester prevails, then the protester shall recover from the City all costs and charges by the City. Payment options can be made by electronic check (e-check), Visa, MasterCard, or use of an established escrow account code.

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SECTION 5 - LOCAL BUSINESS PROGRAM

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

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

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

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

The City of Pompano Beach is strongly committed to ensuring the participation of City Businesses as Contractors and Subcontractors for the procurement of goods and services, including labor,

materials, and equipment. Bidders are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A) listing the local businesses that will be used on the Contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the Contract.

For a list of certified minority businesses with the State of Florida please see the following link:
https://www.dms.myflorida.com/business_operations/state_purchasing/office_of_supplier_development_osd/certified_vendor_reports

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the Contract, the Prime Contractor/Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Attachment C), listing firms that were contacted but not available, and the Good Faith Effort Report (Attachment D), describing the efforts made to include local business participation in the Contract. This documentation shall be provided to the City Commission for acceptance.

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

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

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

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

(1%), then the bid will be awarded to the lowest Bidder regardless of the geographic location of the business.

4. The awarded Bidder/Contractor is responsible for complying with all Tier 1 & 2 guidelines and ensuring that all requirements are met before executing a Contract.

The required goal for this ITB is ten percent (10%) for Local Vendor participation.

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SECTION 6 - BIDDER ACKNOWLEDGEMENT

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

a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

- 6.4 Bidder agrees that the construction of the Project will be substantially complete within ____ calendar days after the date when the Contract Time commences to run as provided in the General Conditions of the ITB document and completed and ready for final payment within ____ calendar days after the date when the Contract Time commences to run.
- 6.5 Bidder accepts the provisions of the Contract as per liquidated damages in the event of failure to complete the work on time.
- 6.6 Bidder agrees that all Federal, State, and Local sales and use taxes are included in the stated Bid Prices for the work.
- 6.7 Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the unit prices herein (if applicable) represent a true measure of the labor, materials, equipment and any other incidentals required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.
- 6.8 The Bid Line-Item pricing includes all the necessary excavation, backfill, grading, restoration, and removal of materials dependent upon the construction of the work, complete in place, and the disposal of all excess materials, and the final cleaning up of the work.
- 6.9 At the preconstruction conference, the Bidder shall submit a complete detailed schedule of shop drawing submittals which will show lead time for the following:
- Date of planned submittal.
 - Date of anticipated receipt of review (usually three weeks after submittal).
 - Delivery lead time.
 - Anticipated installation date.

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SECTION 7 – ITB ATTRIBUTES (this is a TAB in the eBid system IonWave). PROVIDE THIS INFORMATION ELECTRONICALLY.

This TAB includes the following Attributes:

- Project Completion
- Bidder Acknowledgement
- Terms & Conditions
- Acknowledgement of Addenda
- Conflict of Interest
- Drug-Free Workplace

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SECTION 8 – ATTACHMENTS (attachment in the eBid system IonWave)

- ATTACHMENT A - Construction Drawings
- ATTACHMENT A-1 - Geotechnical Report.
- ATTACHMENT C - Local Business Unavailability Form
- ATTACHMENT D - Good Faith Effort Report
- ATTACHMENT F - Contractor Performance Report
- ATTACHMENT G - Construction Agreement (draft) and General Conditions
- ATTACHMENT H - W-9 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- ATTACHMENT J – Bid Security Bond Form

END OF THE INVITATION TO BID



Supplier Award

ITB25-009 Addendum 5

Kip Jacoby Pickleball Courts

Award Date: 2/5/25

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

Contact Information

Contact: Jeff English

Address: Purchasing

1190 NE 3rd Avenue

Building C

Pompano Beach, FL 33060

Phone: (954) 786-4098

Fax: (954) 786-4168

Email: purchasing@copbfl.com

Alexander & Johnson Project Management and Development, Inc.

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

Award Lines

1	Type C Pre-Cast Inlets	Quantity: <u>2</u> UOM: <u>EA</u>	Unit price: <u>\$6,119.81</u>	Total: <u>\$12,239.62</u>
2	12" Solid HPPP	Quantity: <u>136</u> UOM: <u>LF</u>	Unit price: <u>\$106.77</u>	Total: <u>\$14,520.72</u>
3	Swale Area Creation	Quantity: <u>1</u> UOM: <u>EA</u>	Unit price: <u>\$12,535.56</u>	Total: <u>\$12,535.56</u>
4	Aluminum PRB	Quantity: <u>2</u> UOM: <u>EA</u>	Unit price: <u>\$502.22</u>	Total: <u>\$1,004.44</u>
5	Type F Curb & Gutter	Quantity: <u>105</u> UOM: <u>LF</u>	Unit price: <u>\$37.07</u>	Total: <u>\$3,892.35</u>
6	Concrete Sidewalks/Pads	Quantity: <u>240</u> UOM: <u>SY</u>	Unit price: <u>\$178.73</u>	Total: <u>\$42,895.20</u>
7	Subgrade & Limerock	Quantity: <u>2,222</u> UOM: <u>SY</u>	Unit price: <u>\$62.96</u>	Total: <u>\$139,897.12</u>
8	2" Asphalt Court Surface	Quantity: <u>2,022</u> UOM: <u>SY</u>	Unit price: <u>\$24.85</u>	Total: <u>\$50,246.70</u>
9	Court Coatings and Color & Striping	Quantity: <u>8</u> UOM: <u>EA</u>	Unit price: <u>\$1,373.76</u>	Total: <u>\$10,990.08</u>
10	Light Poles and Fixtures	Quantity: <u>1</u> UOM: <u>EA</u>	Unit price: <u>\$135,830.52</u>	Total: <u>\$135,830.52</u>

11	Electrical Package	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <u> \$56,965.25 </u>	Total: <u> \$56,965.25 </u>
12	Bleachers	Quantity: <u> 6 </u> UOM: <u>EA</u>	Unit price: <u> \$11,251.67 </u>	Total: <u> \$67,510.02 </u>
13	Trash Cans<nordpass-listeners	Quantity: <u> 5 </u> UOM: <u>EA</u>	Unit price: <u> \$1.00 </u>	Total: <u> \$5.00 </u>
14	Bike Rack	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <u> \$5,609.02 </u>	Total: <u> \$5,609.02 </u>
15	4' Tall Vinyl-Coated Fencing w/ Gates	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <u> \$110,670.68 </u>	Total: <u> \$110,670.68 </u>
16	Landscape & Irrigation Package	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <u> \$84,684.22 </u>	Total: <u> \$84,684.22 </u>
17	Right-of-Way Demo	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <u> \$3,492.78 </u>	Total: <u> \$3,492.78 </u>
18	Idemnification	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <u> \$10.00 </u>	Total: <u> \$10.00 </u>
19	Contingency Allowance	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <u> \$50,000.00 </u>	Total: <u> \$50,000.00 </u>
20	Permit Fee Allowance	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <u> \$10,000.00 </u>	Total: <u> \$10,000.00 </u>
21	Mobilization	Quantity: <u> 1 </u> UOM: <u>EA</u> Item Note: Not to exceed 5% of Contract Total	Unit price: <u> \$48,432.92 </u>	Total: <u> \$48,432.92 </u>
22	Clearing and Grubbing	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <u> \$93,391.64 </u>	Total: <u> \$93,391.64 </u>
23	Soil Testing Services			

	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <u>\$4,739.47</u>	Total: <u>\$4,739.47</u>
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24	Maintenance of Traffic
	Quantity: <u> 1 </u> UOM: <u>EA</u>
	Unit price: <u>\$28,252.54</u>
	Total: <u>\$28,252.54</u>
	Item Note: Not to exceed 3% of Contract Total

25	Erosion / Pollution Control w/ Silt Fencing
	Quantity: <u> 1 </u> UOM: <u>EA</u>
	Unit price: <u>\$5,224.29</u>
	Total: <u>\$5,224.29</u>

26	Tree Protection
	Quantity: <u> 1 </u> UOM: <u>EA</u>
	Unit price: <u>\$6,811.56</u>
	Total: <u>\$6,811.56</u>

27	Construction Stake-out
	Quantity: <u> 1 </u> UOM: <u>EA</u>
	Unit price: <u>\$5,724.00</u>
	Total: <u>\$5,724.00</u>

28	Final Construction As-Builts
	Quantity: <u> 1 </u> UOM: <u>EA</u>
	Unit price: <u>\$3,434.40</u>
	Total: <u>\$3,434.40</u>

Award Total: \$1,009,010.10

PROJECT:
NEW PICKLEBALL COURTS AT
KIP JACOBY PARK
IN THE CITY OF POMPANO BEACH

PREPARED FOR:
CITY OF POMPANO BEACH
100% DESIGN/BID DOCUMENTS

CITY OFFICIALS 2024

MAYOR
REX HARDIN

VICE MAYOR
BEVERLY PERKINS

COMMISSIONER
ANDREA McGEE

COMMISSIONER
RHONDA EATON

COMMISSIONER
ALISON FOURNIER

COMMISSIONER
BARRY MOSS

CITY MANAGER
GREG HARRISON

CITY ENGINEER
JOHN SFIROPOULOS, P.E.

PUBLIC WORKS DIRECTOR
ROBERT McCAUGHAN

C.I.P. MANAGER
TAMMY GOOD, P.M.P.

PROJECT MANAGER
HECTOR R. GANDIA

CIVIL ENGINEER



MUNSON DESIGN AND CONSULTING, INC.
P.O. Box 771058
CORAL SPRINGS, FL. 33077
PHONE: 954-340-5291
e-mail: shane@mdcengineers.com
CA No. 9327 & LB No. 7958

ENGINEER OF RECORD
SHANE MUNSON, P.E.
P.E. No. 54719

LANDSCAPE ARCHITECT

GARDNER + SEMLER
LANDSCAPE ARCHITECTURE

17670 NW 78th AVENUE, SUITE 214
MIAMI, FL. 33015
PHONE: 305-392-1019
CORP. ID#0000266

ARBORIST

PLANW3ST, LLC
PHONE: 954-529-9417

ELECTRICAL ENGINEER
ESTONoz ENGINEERING, INC.
10433 NW 3rd PLACE
CORAL SPRINGS, FL. 33071
PHONE: 954-224-1415

LIGHTING REPRESENTATIVE

CHRIS DOANE
POWER + LIGHTING SYSTEMS, INC.
392 SW 12th AVENUE
DEERFIELD BEACH, FL. 33071
PHONE: 954-360-7608



SITE VICINITY MAP

SECTION 01, TOWNSHIP 49S, RANGE 42E



PROPERTY ADDRESS:

570 SOUTH CYPRESS ROAD
POMPANO BEACH, FL. 33060



SHEET INDEX

	COVER SHEET
S1	BOUNDARY SURVEY WITH EXISTING TREES
SP1	SITE PLAN
CPTD	C.P.T.E.D. PLAN
LS1	LIFE SAFETY PLAN
C1	COURT HORIZONTAL GEOMETRY AND LAYOUT PLAN
C2	PAVING, GRADING AND DRAINAGE PLAN
C3	STORMWATER POLLUTION PREVENTION PLAN
C4	PAVING, GRADING & DRAINAGE DETAILS AND CIVIL GENERAL NOTES AND SPECIFICATIONS
L1-01	EXISTING TREE DISPOSITION PLAN
L1-02	LANDSCAPE PLANTING PLAN
L1-03	LANDSCAPE PLANTING SPECIFICATIONS AND DETAILS
L1-04	IRRIGATION PLAN
L1-05	IRRIGATION SPECIFICATIONS AND DETAILS
E1	SITE ELECTRICAL PLAN
E2	SITE PHOTOMETRIC PLAN

LEGAL DESCRIPTION:

PARCEL 3:
THE EAST 155 FEET OF THE WEST 190 FEET OF THE NORTH 150 FEET AS MEASURED ALONG THE NORTH, SOUTH, EAST AND WEST LINES OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTH 80 ACRES OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

SAID LANDS CONTAINING 22,430 SQUARE FEET (0.5149 ACRES), MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY.

DATED: 04/04/2024
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SHANE MUNSON ON THE DATE ADJACENT TO THE SEAL.

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

LEGEND

AP	ASPHALT	IR&C	IRON ROD AND CAP
(C)	CALCULATED	LB	LICENSED BUSINESS
CL	CENTERLINE	MW	MONITORING WELL
C.L.	CHAIN LINK	OHP	OVERHEAD POWER
CONC.	CONCRETE	PG	PAGE
(D)	DEED	PS	PEDESTRIAN SIGNAL
E/P	EDGE OF PAVEMENT	PP	POWER POLE
(F)	FIELD MEASURED	P.B.	PLAT BOOK
FND.	FOUND	R.R.	RAILROAD
GYA	GUY ANCHOR	R/W	RIGHT OF WAY
ID	IDENTIFICATION	WPB	WIRE PULL BOX
IP	IRON PIPE	+20.58	SPOT ELEVATION – HARD SURFACE
IR	IRON ROD	+20.6	SPOT ELEVATION – SOFT SURFACE

FEMA FIRM DATA:
FLOOD ZONE: AE (EL 6)
FLOOD PANEL: 12011C0357h
FLOOD DESIGNATIONS EFFECTIVE: 18/05/2014

CERTIFIED TO
CITY OF POMPANO BEACH

NOTES:
ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH PROPERTY LINE OF PARCEL 3 ACCORDING TO INSTRUMENT #116095792 AS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, BEING CALCULATED AS NORTH 88°17'05" EAST.

ALL DISTANCES SHOWN HERE ON ARE IN U.S. SURVEY FEET.

ALL TREE DIMENSIONS SHOWN HEREON ARE DIAMETER AT BREAST HEIGHT. UNITS ARE INCHES.

VERTICAL DATUM IS RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

NO UNDERGROUND IMPROVEMENTS WERE LOCATED, SEARCHED FOR, OR SHOWN.

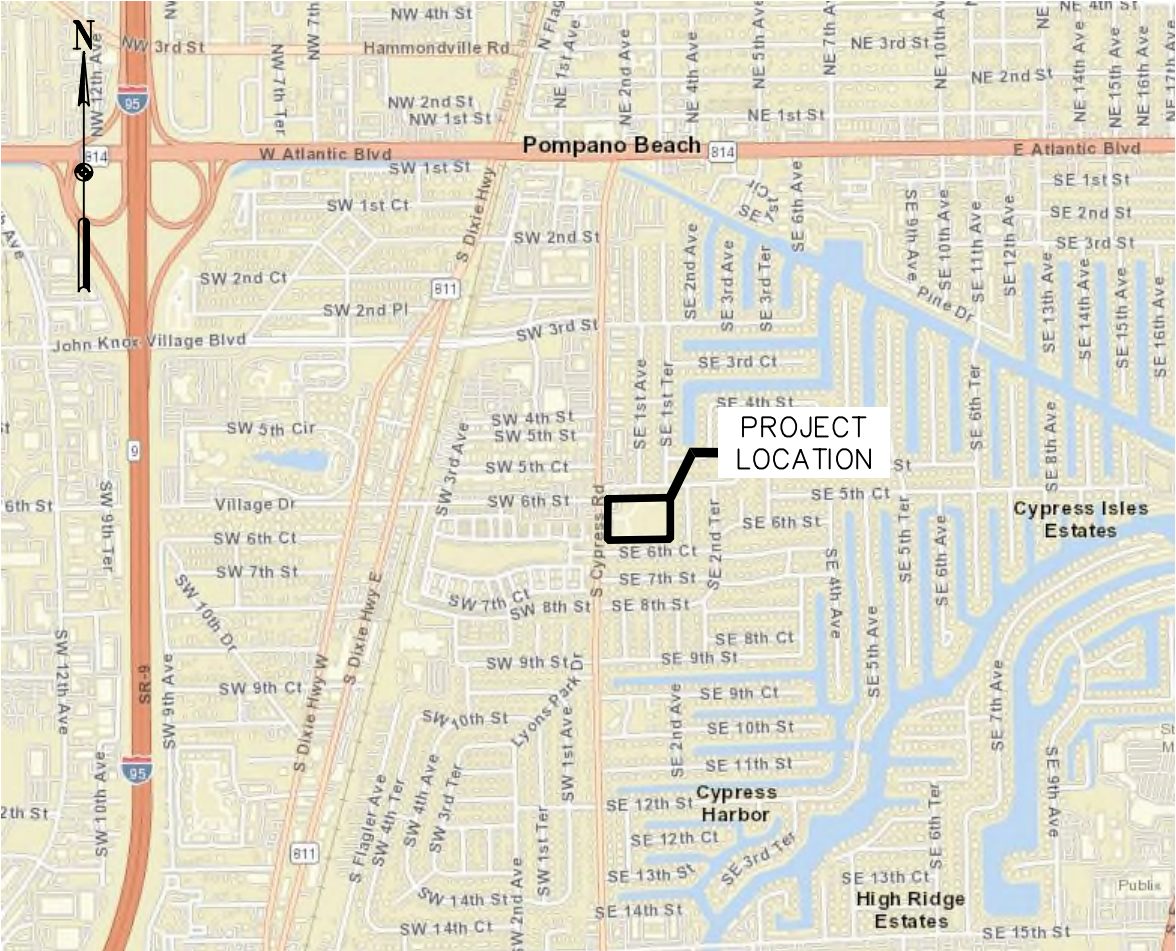
REPRODUCTIONS, ADDITIONS, OR DELETIONS ARE NOT VALID WITHOUT ORIGINAL SIGNATURE & RAISED SEAL OF THE FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION OR ABSTRACT BY THIS SURVEYOR OR ANY FORM. THE CLIENT IS HEREBY ADVISED THAT SUCH MATTERS OF RECORD MAY BE RECORDED IN THE PUBLIC RECORDS IN WHICH THE SUBJECT PARCEL IS SITUATE.

DATE OF FIELD WORK: FEBRUARY 4 THROUGH 10, 2022

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY AND TOPOGRAPHIC SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED IN THE FIELD BY MYSELF. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17.050 THROUGH 5J-17.052, OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, OF FLORIDA STATUTES.

VICINITY MAP



LAND DESCRIPTION:

PARCEL 3:
THE EAST 155 FEET OF THE WEST 190 FEET OF THE NORTH 150 FEET AS MEASURED ALONG THE NORTH, SOUTH, EAST AND WEST LINES OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTH 80 ACRES OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

SAID LANDS CONTAINING 22,430 SQUARE FEET (0.5149 ACRES), MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY.

DRWN BY: DR
RVWD BY: RD
FLD BK:
BK PG:
DATE: 2/10/22

BOUNDARY/TOPOGRAPHIC SURVEY	DATE:	DESC.:
22-016	DATE:	DESC.:
FOR: CITY OF POMPANO BEACH	DATE:	DESC.:
KIP JACOBY PARK – PARCEL 3, POMPANO BEACH	DATE:	DESC.:
BROWARD COUNTY, FLORIDA	DATE:	DESC.:
LOCATED IN SEC 1, TWP 49S, RNG 42E	DATE:	DESC.:

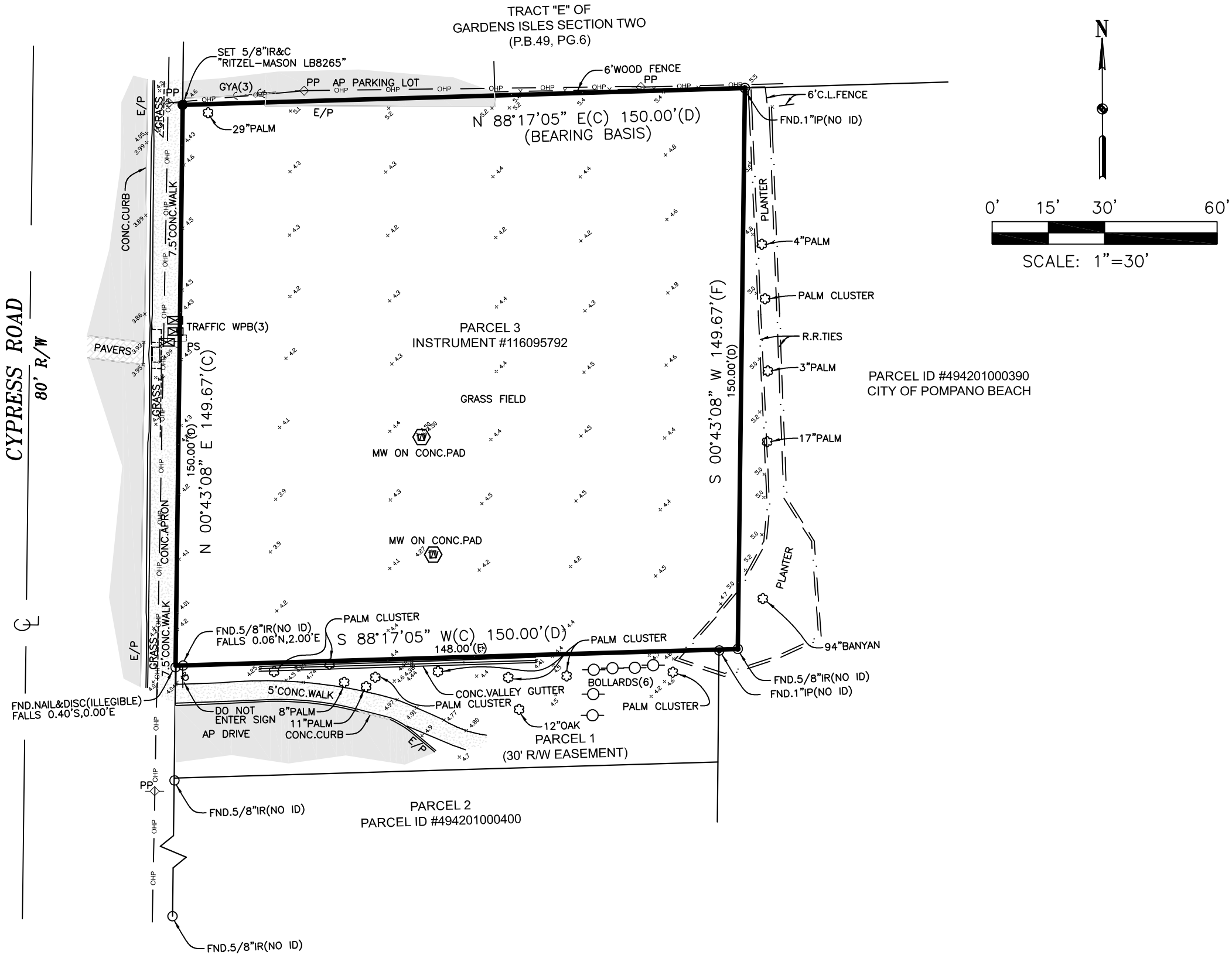


SUPPLYING

SOLUTIONS

DENNIS RITZEL PSM 6953

DATE _____



I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY AND TOPOGRAPHIC SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED IN THE FIELD BY MYSELF. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17.050 THROUGH 5J-17.052, OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, OF FLORIDA STATUTES.

DRWN BY: DR
RVWD BY: RD
FLD BK: _____
BK PG: _____
DATE: 2/10/22

Sheet 2 of 2



BOUNDARY/TOPOGRAPHIC SURVEY

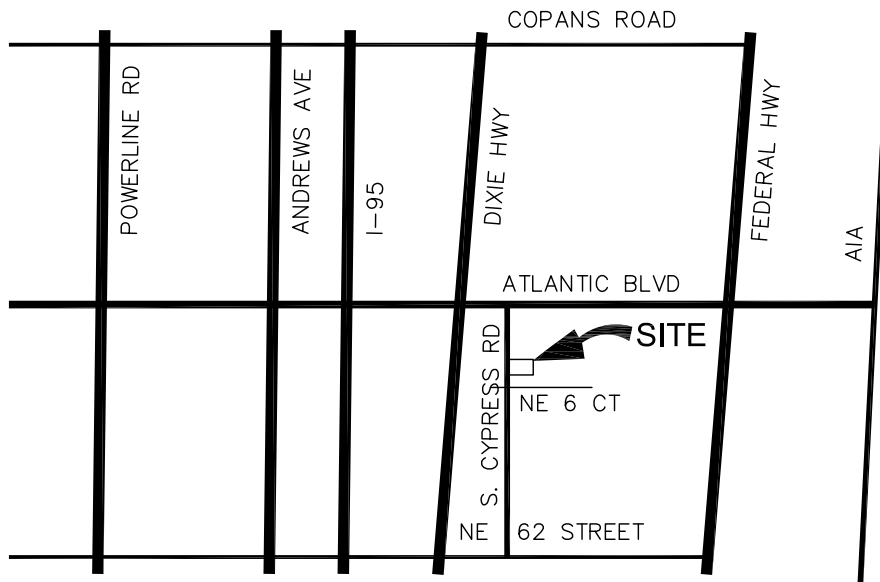
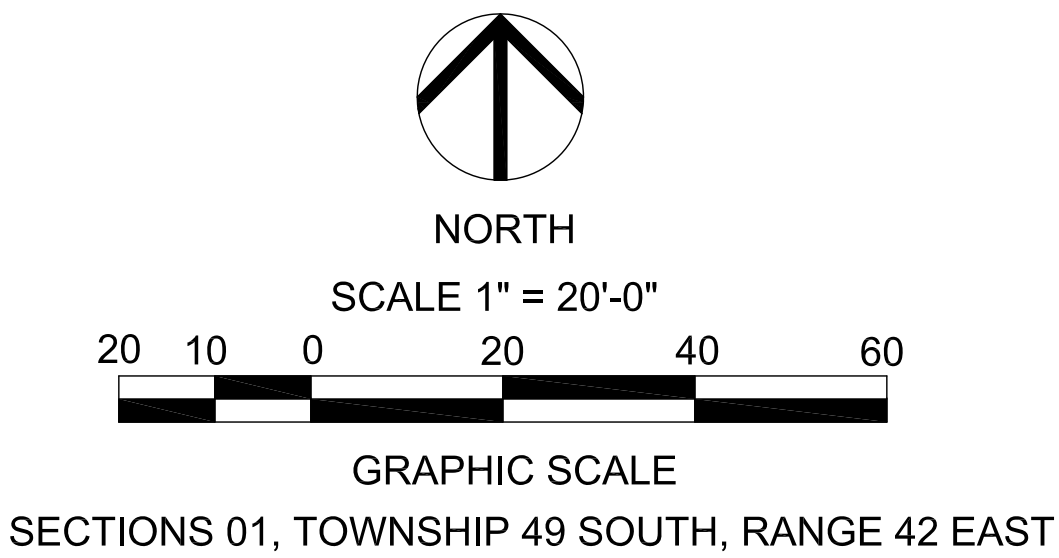
22-016

FOR: CITY OF POMPANO BEACH

KIP JACOBY PARK - PARCEL 3, POMPANO BEACH

BROWARD COUNTY, FLORIDA

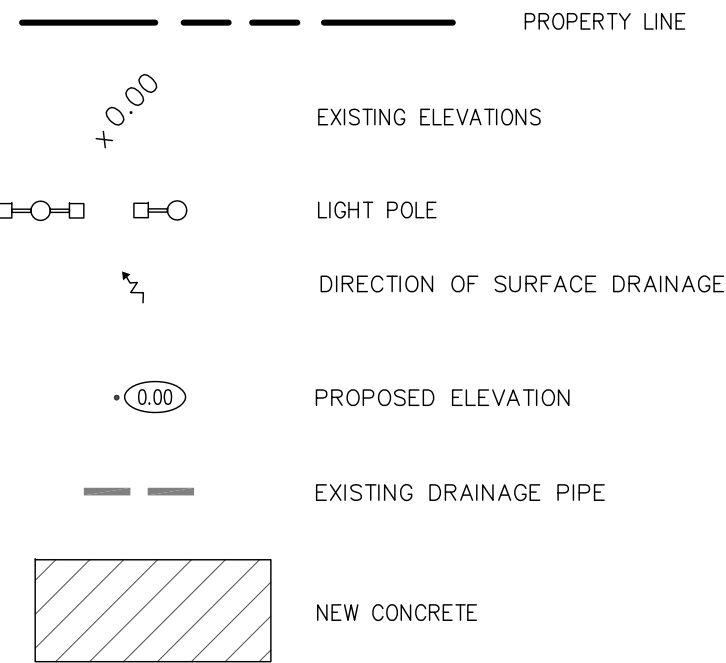
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DATE: _____	DESC.: _____
DATE: _____	DESC.: _____
DATE: _____	DESC.: _____



MDC

MUNSON DESIGN AND CONSULTING, INC.
PO BOX 771058
CORAL SPRINGS, FL. 33077
PHONE: 954-340-5291
AUTH. No. 9327 & 7958

LEGEND



LEGAL DESCRIPTION:

PARCEL 3:
THE EAST 155 FEET OF THE WEST 190 FEET OF THE NORTH 150 FEET AS MEASURED ALONG THE NORTH, SOUTH, EAST AND WEST LINES OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTH 80 ACRES OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

SAID LANDS CONTAINING 22,430 SQUARE FEET (0.5149 ACRES), MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY.

SURVEYOR'S NOTES:

ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH PROPERTY LINE OF PARCEL 3 ACCORDING TO INSTRUMENT #116095792 AS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, BEING CALCULATED AS NORTH 88°17'05" EAST.

ALL DISTANCES SHOWN HERE ON ARE IN U.S. SURVEY FEET.

ALL TREE DIMENSIONS SHOWN HEREON ARE DIAMETER AT BREAST HEIGHT. UNITS ARE INCHES.

VERTICAL DATUM IS RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

NO UNDERGROUND IMPROVEMENTS WERE LOCATED, SEARCHED FOR, OR SHOWN.

REPRODUCTIONS, ADDITIONS, OR DELETIONS ARE NOT VALID WITHOUT ORIGINAL SIGNATURE & RAISED SEAL OF THE FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION OR ABSTRACT BY THIS SURVEYOR OR ANY FORM. THE CLIENT IS HEREBY ADVISED THAT SUCH MATTERS OF RECORD MAY BE RECORDED IN THE PUBLIC RECORDS IN WHICH THE SUBJECT PARCEL IS SITUATE.

DATE OF FIELD WORK: FEBRUARY 4 THROUGH 10, 2022

HORIZONTAL GEOMETRY NOTES:

ALL SHOWN COURT DIMENSIONS ARE TO THE CENTERLINE OF THE STRIPE OR TO THE EDGE OF THE ASPHALT COURT.

THE OPTIONAL CONCRETE HEADER BAND IS 6" WIDE AND NOT PART OF THE COURT DIMENSIONS

SITE DATA:

EXISTING & PROPOSED USE: PARK/PLAZA

EXISTING ZONING: B-3 GENERAL BUSINESS

COURT SETBACKS: 0' SETBACK

FEMA FIRM DATA:
FLOOD ZONE: AE (EL 6)
FLOOD PANEL: 12011C0357h
FLOOD DESIGNATIONS EFFECTIVE: 8/05/2014

CITY: POMPANO BEACH

SEASONAL HIGH WATER TABLE ELEVATION= 2.0' NAVD

BROWARD COUNTY 100 YEAR FLOOD ELEVATION= 5.50' NAVD

WATER SYSTEM AUTHORITY: POMPANO BEACH

WASTEWATER SYSTEM AUTHORITY: POMPANO BEACH

EQUIPMENT:

BLEACHERS:
SIX (6) TOTAL
3 ROW ALUMINUM- 15'L x 30'H x 60"D BY BSN SPORTS SKU#NB0315

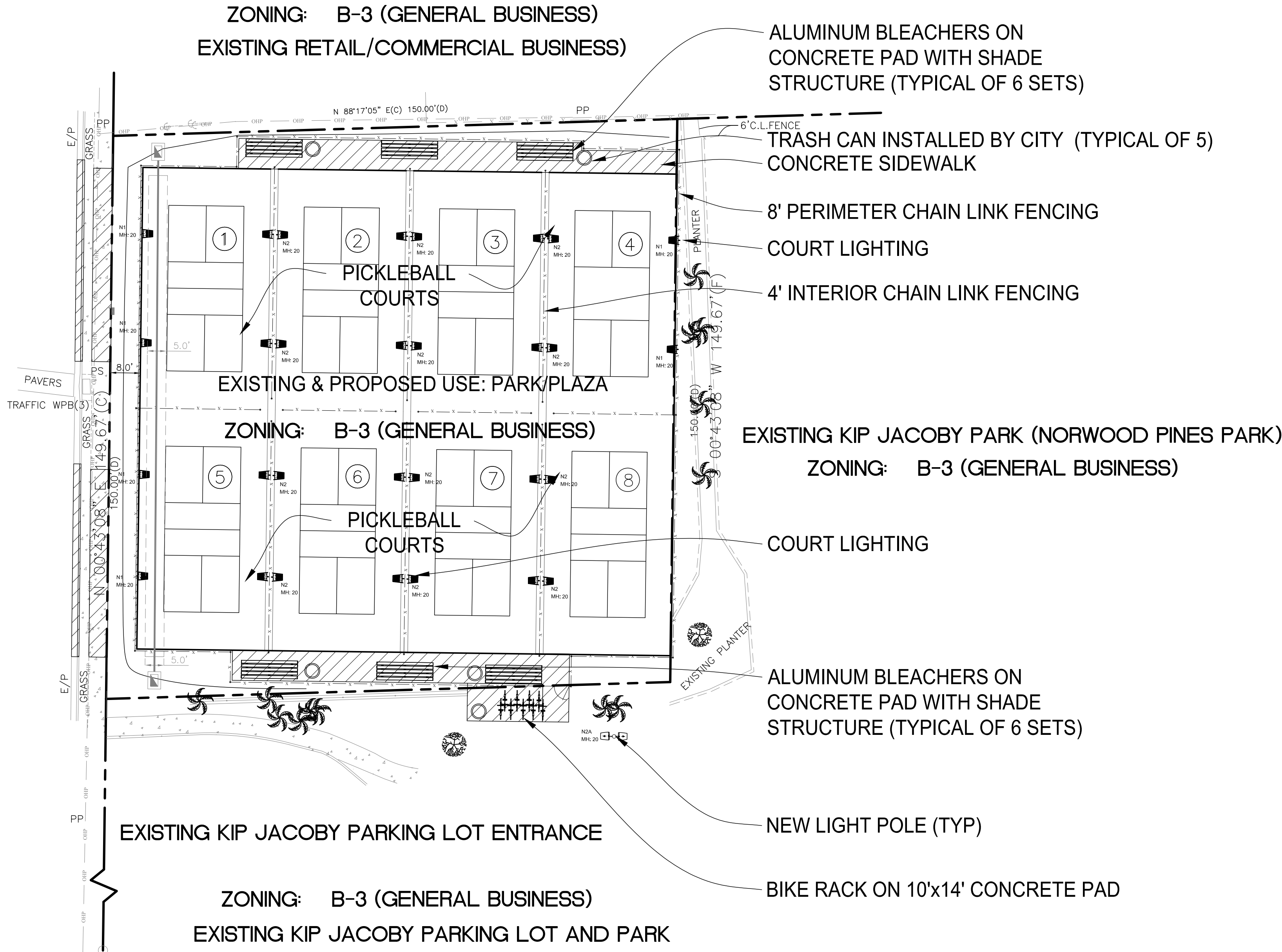
AWNINGS:
SIX (6) TOTAL
SAIL SHADE TYPE BY B&G AWNINGS CORP.
20' x 8' WITH METAL SUPPORT POST
COLOR TO BE DETERMINED BY CITY

BIKE RACK:
8 BIKE RACK CAPACITY 'SENTINAL' SERIES
BY HUNTCO SITE FURNISHINGS

TRASH CANS BY CITY

ZONING: B-3 (GENERAL BUSINESS)

CYPRESS ROAD
80' R/W



AREA CALCS SITE DATA:

RS-2 Zoning Total (existing to remain):	197,333 S.F. (4.53 Acres)	100%
Impervious area calculation:		
(A) Existing restrooms:	750 S.F. (0.02 Acres)	
(C) Existing path:	11,211 S.F. (0.26 Acres)	
(D) Existing gazebo:	1,900 S.F. (0.04 Acres)	
(E) Existing tennis courts:	13,433 S.F. (0.31 Acres)	
(F) Existing handball courts:	2,597 S.F. (0.06 Acres)	
Impervious area total:	29,891 S.F. (0.69 Acres)	15%
Pervious area:	167,442 S.F. (3.84 Acres)	85%
B-3 Zoning:		
Impervious area calculation:	51,474 S.F. (1.18 Acres)	100%
(B) New pickleball court:	19,937 S.F. (0.46 Acres)	
(G) Existing parking area:	11,503 S.F. (0.26 Acres)	
Impervious area total:	31,440 S.F. (0.72 Acres)	61%
Pervious area:	20,034 S.F. (0.46 Acres)	39%
Total Site Area (RS-2 & B-3):	248,807 S.F. (5.71 Acres)	100%

DATED: 04/04/2024
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SITE PLAN

THE CITY OF POMPANO BEACH'S
KIP JACOBY PARK PICKLEBALL COURTS

PROJECT ADDRESS
CYPRESS ROAD
POMPANO BEACH, FL 33060

BLDG PERMIT +
BID DOCUMENTS

SIGNATURE AND SEAL


Scale: 1"=20'

Job No. 2022-1600	Sheet No. SP1
Date 11/06/2022	Plot Date 04/04/2024
Drawn by SM	Plot Date 04/04/2024
Appr. by HG	1 of 7



PROPERTY LINE

EXISTING ELEVATIONS




LIGHT POLE

DIRECTION OF SURFACE DRAINAGE

PROPOSED ELEVATION

EXISTING DRAINAGE PIPE



NEW CONCRETE

LEGAL DESCRIPTION:

PARCEL 3:
THE EAST 155 FEET OF THE WEST 190 FEET OF THE NORTH 150 FEET AS MEASURED ALONG THE NORTH, SOUTH, EAST AND WEST LINES OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTH 80 ACRES OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

SAID LANDS CONTAINING 22,430 SQUARE FEET (0.5149 ACRES), MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY.

C.P.T.E.D. PRINCIPLES:

C.P.T.E.D. PRINCIPLE NO.1:
THE PROPOSED COURTS ARE SITUATED ADJACENT TO CYPRESS CREEK ROAD WHICH IS WELL
LIT AND MAINTAINED. THE NEW COURTS WILL ALSO HAVE THEIR OWN LIGHTING SYSTEM FOR
NIGHT TIME PLAY. THE FACILITY HAS FULL PARKING LOT WHICH IS PART OF THE ORIGINAL KIP
JACOBY PARK.

C.P.T.E.D. PRINCIPLE NO.2:
THE SIDEWALKS OF CYPRESS ROAD PROVIDE A CLEAR AND SAFE PATH FOR PEDESTRIANS WHO TRAVEL NEARBY AND TO AND FROM THIS PROPERTY AS WELL AS THE EXISTING PARK'S PARKING LOT. THIS FACILITY IS FOR PUBLIC USE. THIS FACILITY IS OWNED AND MAINTAINED BY THE CITY'S PARKS AND RECREATION DEPARTMENT AND IS MONITORED AND OPENED AND CLOSED AS A PART OF THEIR REGULAR SCHEDULE.

C.P.T.E.D. PRINCIPLE NO.3:
A SPHERE OF INFLUENCE' IS CREATED BY THE EXISTING CONTROLLED INGRESS/EGRESS AND
PARKING AREAS THAT GUIDE PEDESTRIANS ALONG TOWARDS THE COURTS. THIS FACILITY IS
FOR PUBLIC USE. THE COURT'S HAVE FULL LIGHTING FOR PLAY AFTER DARK.

C.P.T.E.D. PRINCIPLE NO.4:
THIS FACILITY IS OWNED AND MAINTAINED BY THE CITY'S PARKS AND RECREATION DEPARTMENT AND IS MONITORED AND OPENED AND CLOSED AS A PART OF THEIR REGULAR SCHEDULE. THE FACILITY HAS FULL PARKING LOT AND SITE LIGHTING TO CODE.

C.P.T.E.D. PRINCIPLE NO.5:
THESE NEW COURTS ARE OPEN AND EXPANSIVE AND NOT CLAUSTROPHOBIC/CLOSED IN.
THERE IS MINIMAL LANDSCAPE ALONG CYPRESS ROAD WHICH WILL NOT ENCLOSE OR CAST
SHADOWS ON THE NEW COURTS. ITS LOCATION IS ADJACENT TO BUSY CYPRESS ROAD WHICH
ALSO ALLOWS FOR NATURAL SURVEILLANCE. THE FACILITY HAS SITE LIGHTING TO CODE.

**MUNSON DESIGN AND
CONSULTING, INC.**
PO BOX 771058
CORAL SPRINGS, FL. 33077
PHONE: 954-340-5291
AUTH. No. 9327 & 7958

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (C.P.T.E.D.) PLAN

THE CITY OF POMPANO BEACH'S
KIP JACOBY PARK PICKLEBALL COURTS

PROJECT ADDRESS:
570 SOUTH CYPRESS ROAD
POMPANO BEACH, FL 33060

BLDG PERMIT +
BID DOCUMENTS

SIGNATURE AND SEAL

Scale: 1" = 20'

Job No. _____

2022-1600

Date _____

7/01/2022

De la page 100 à 102

SM

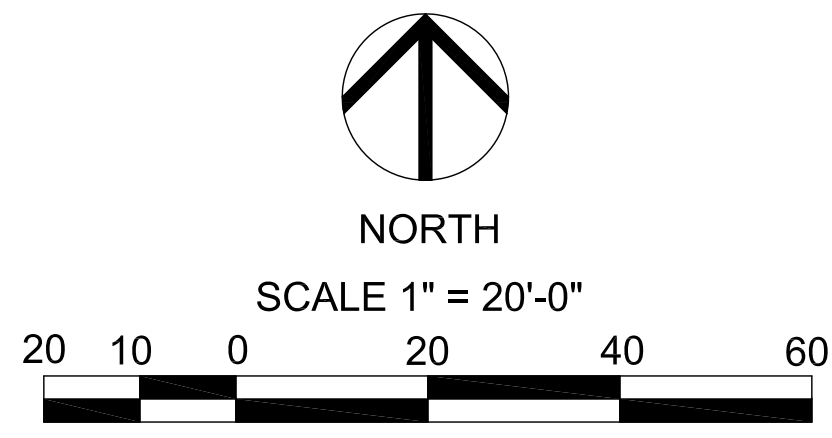
Approved by _____

Appr. by _____
TC _____

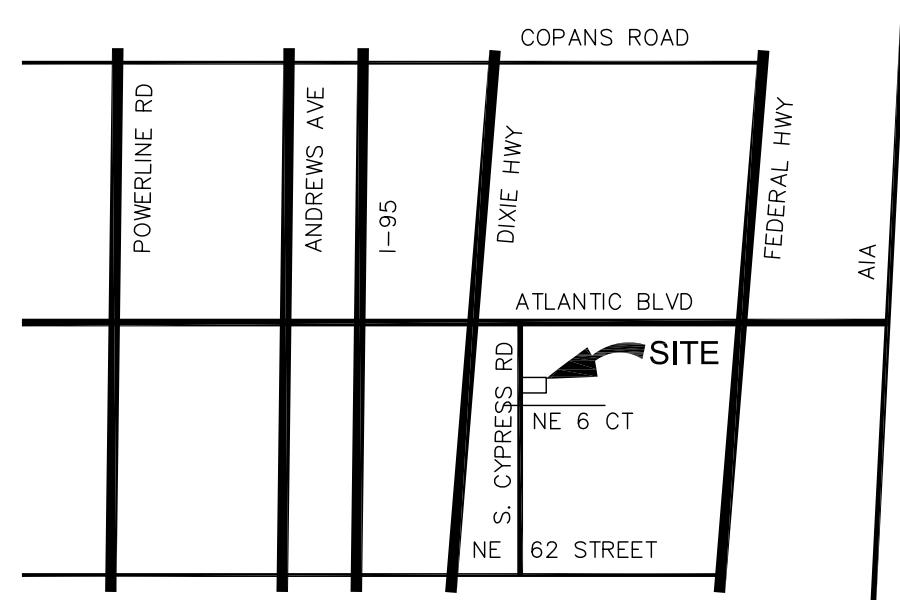
16

DATED: 04/04/2024
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SECTIONS 01, TOWNSHIP 49 SOUTH, RANGE 42 EAST



MDC

MUNSON DESIGN AND CONSULTING, INC.
PO BOX 771058
CORAL SPRINGS, FL. 33077
PHONE: 954-340-5291
AUTH. No. 9327 & 7958

LOCATION SKETCH NTS

LEGEND

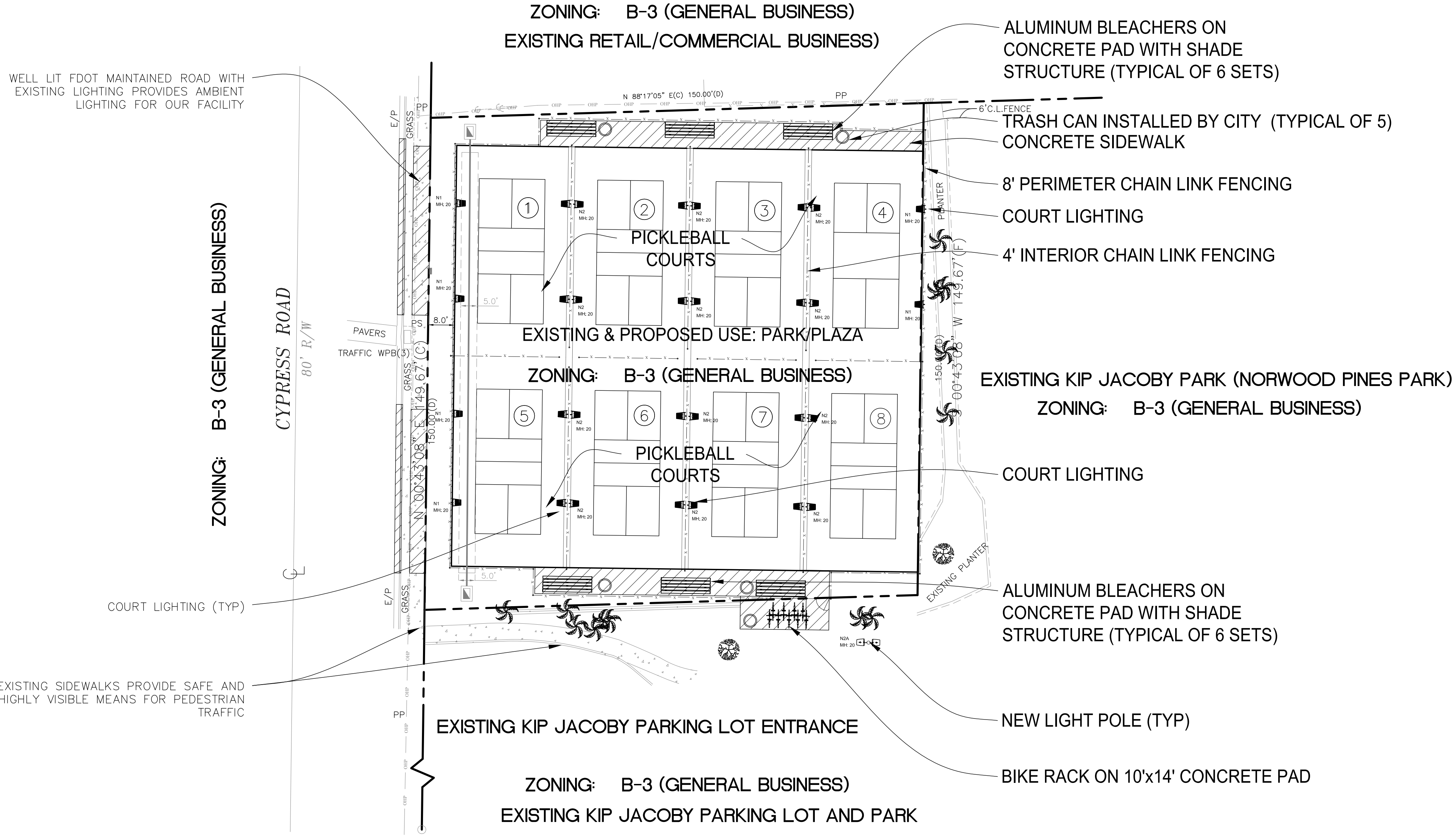
- PROPERTY LINE
- EXISTING ELEVATIONS
- LIGHT POLE
- DIRECTION OF SURFACE DRAINAGE
- PROPOSED ELEVATION
- EXISTING DRAINAGE PIPE
- NEW CONCRETE

LEGAL DESCRIPTION:

PARCEL 3:
THE EAST 155 FEET OF THE WEST 190 FEET OF THE NORTH 150 FEET AS MEASURED ALONG THE NORTH, SOUTH, EAST AND WEST LINES OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTH 80 ACRES OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.
SAID LANDS CONTAINING 22,430 SQUARE FEET (0.5149 ACRES), MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY.

SITE DATA:

EXISTING & PROPOSED USE: PARK/PLAZA
EXISTING ZONING: B-3 GENERAL BUSINESS
COURT SETBACKS: 0' SETBACK
FEMA FIRM DATA:
FLOOD ZONE: AE (EL. 6)
FLOOD PANEL: 120100357h
FLOOD DESIGNATIONS EFFECTIVE: 18/05/2014
CITY: POMPANO BEACH
SEASONAL HIGH WATER TABLE ELEVATION= 2.0' NAVD
BROWARD COUNTY 100 YEAR FLOOD ELEVATION= 5.50' NAVD
WATER SYSTEM AUTHORITY: POMPANO BEACH
WASTEWATER SYSTEM AUTHORITY: POMPANO BEACH
PROPOSED PROJECT AREA LAND USAGE:
TOTAL PROJECT SITE AREA: 22,430 SQUARE FEET (SF) = 0.515 ACRES -100%
BUILDING AREA: 0 SF = 0 ACRES - 0%
PERVIOUS AREA: 3,546 SF = 0.081 ACRES - 15.8%
IMPERVIOUS AREA: 18,884SF = 0.434 ACRES - 84.2%



LIFE SAFETY PLAN

REVISIONS:

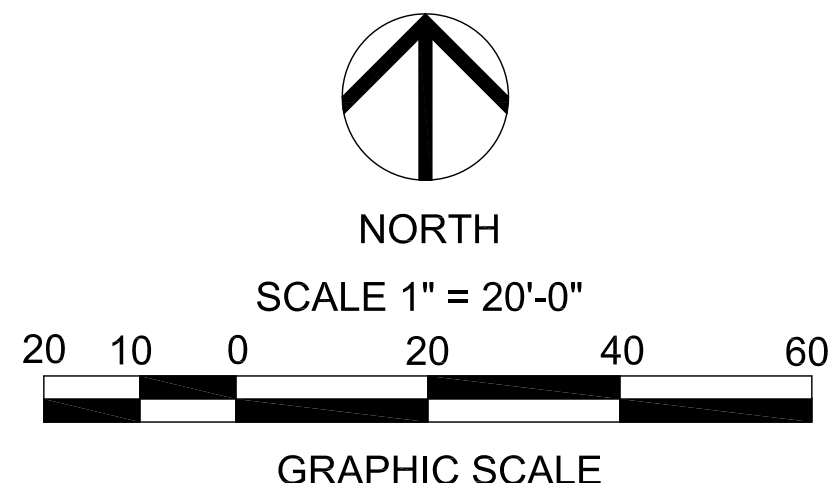
THE CITY OF POMPANO BEACH'S
KIP JACOBY PARK PICKLEBALL COURTS

PROJECT ADDRESS:
COPANS ROAD
POMPANO BEACH, FL 33060

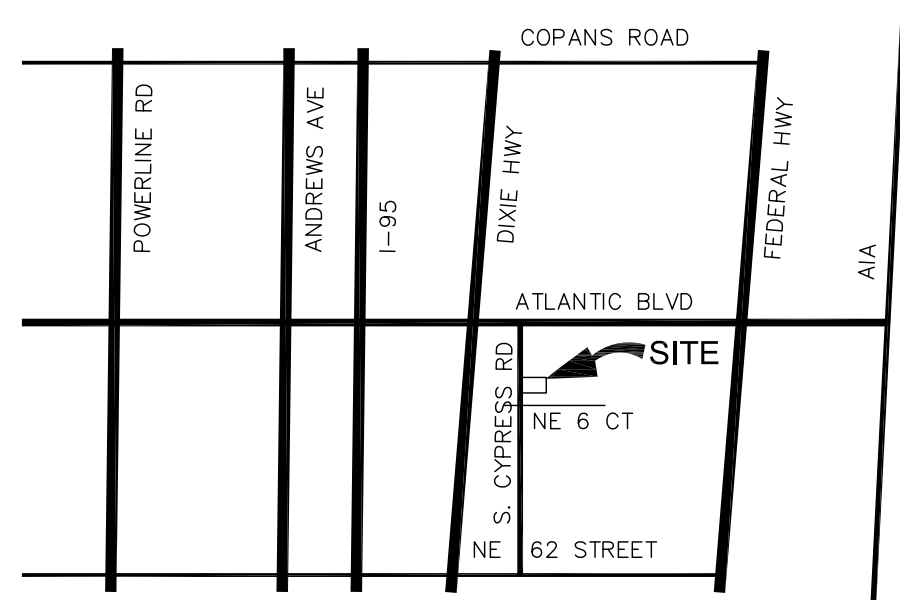
BLDG PERMIT + BID DOCUMENTS

Scale: 1"=20'	
Job No. 2022-1600	Sheet No. LSI
Date 7/01/2022	
Drawn by SM	Plot Date 04/04/2024
Appr. by TG	3 of 7

DATED: 04/04/2024
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SECTIONS 01, TOWNSHIP 49 SOUTH, RANGE 42 EAST



MDC

MUNSON DESIGN AND CONSULTING, INC.
PO BOX 771058
CORAL SPRINGS, FL. 33077
PHONE: 954-340-5291
AUTH. No. 9327 & 7958

PAVING, GRADING AND DRAINAGE PLAN

LOCATION SKETCH NTS

LEGEND

- PROPERTY LINE
- EXISTING ELEVATIONS
- LIGHT POLE
- DIRECTION OF SURFACE DRAINAGE
- PROPOSED ELEVATION
- EXISTING DRAINAGE PIPE
- NEW CONCRETE

LEGAL DESCRIPTION:

PARCEL 3:
THE EAST 155 FEET OF THE WEST 190 FEET OF THE NORTH 150 FEET AS MEASURED ALONG THE NORTH, SOUTH, EAST AND WEST LINES OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTH 80 ACRES OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

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SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY.

SITE DATA:

EXISTING & PROPOSED USE: PARK/PLAZA

EXISTING ZONING: B-3 GENERAL BUSINESS

COURT SETBACKS: 0' SETBACK

FEMA FIRM DATA:
FLOOD ZONE: AE (EL. 6)
FLOOD PANEL: 1201YCO0357h
FLOOD DESIGNATIONS EFFECTIVE: 8/05/2014

CITY: POMPANO BEACH

SEASONAL HIGH WATER TABLE ELEVATION= 2.5' NAVD

BROWARD COUNTY 100 YEAR FLOOD ELEVATION= 5.50' NAVD

WATER SYSTEM AUTHORITY: POMPANO BEACH

WASTEWATER SYSTEM AUTHORITY: POMPANO BEACH

TOTAL PROJECT SITE AREA: 22,430 SQUARE FEET (SF) = 0.515 ACRES -100%

BUILDING AREA: 0 SF = 0 ACRES - 0%

PERVIOUS AREA: 3,546 SF = 0.081 ACRES - 15.8%

IMPERVIOUS AREA: 18,884SF = 0.434 ACRES - 84.2%

DEMOLITION NOTES:

CONTRACTOR SHALL PROVIDE DEMOLITION AND HAULING LABOR AND SERVICE AND CLEAR, GRUB AND REMOVE THE FEATURES OF THE SITE AND PROOF ROLL THE VACANT LOT BEFORE CONSTRUCTION STARTS.

CONTRACTOR SHALL COORDINATE ELECTRICAL CONDUIT/SERVICE INSTALLATION PER PLAN.

GENERAL NOTES:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL PROJECT AND COURT FEATURES SUCH AS SUBGRADE, LIMEROCK BASE, ASPHALT, COURT COATINGS, COURT COLORING, NET POSTS, NETS, FENCING, SIDEWALKS, DRAINAGE, BLEACHERS, SHADE STRUCTURES, ELECTRICAL SERVICE, LIGHTING ALONG WITH ALL STRIPING FOR THE COURT(S) AS SHOWN ON DRAWINGS

THE COURT CONSTRUCTION AND FEATURES INCLUDING COURT MARKINGS SHALL CONFORM TO THE INTERNATIONAL FEDERATION OF PICKLEBALL (IFP) AND THE USA PICKLEBALL ASSOCIATION (USAPA).

THE CONTRACTOR SHALL INSTALL LED LIGHTING AND POSTS AS SHOWN THAT MEETS THE TECHNICAL STANDARDS OF THE USA PICKLEBALL ASSOCIATION AND ACCEPTED BY THE AMERICAN SPORTS BUILDERS ASSOCIATION (ASBA). THE LIGHTING SYSTEM SHALL MEET THE ACCEPTED STANDARDS OF THE USAPA AND IFP AND ASBA.

ALL CHAIN LINK FENCING AND FENCE POSTS SHALL COME AS BLACK VINYL COATED.

COURT ACRYLIC SURFACE COATING AND ACRYLIC COLOR SYSTEMS AND PAINT LINES SHALL BE CALIFORNIA PAINTS BRAND FOR PICKLE BALL COURTS THAT MEETS THE TECHNICAL STANDARDS OF THE USA PICKLEBALL ASSOCIATION AND ACCEPTED BY THE AMERICAN SPORTS BUILDERS ASSOCIATION (ASBA) WITH COLORS OF OWNER'S CHOICE.

ALL INSPECTIONS AND CERTIFICATION REQUIREMENTS SHALL FOLLOW THE COUNTY'S/CITY'S STANDARDS AND MDC'S MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS.

AFTER THE CLEARING AND GRUBBING OPERATION, THE CONTRACTOR SHALL CLEAR THE NEW WORK AREA OF ALL ASPHALT, CONCRETE, MONITORING WELLS, DEAD OR LOOSE GRASS, WEEDS, ROCKS, GRAVEL AND DEBRIS. CONTRACTOR SHALL INSTALL THE NEW SUBGRADE SOIL IN A UNIFORM SLOPE PER THE GRADES ON THE PLAN. CONTRACTOR SHALL COMPACT THE SOIL WITH VIBRATORY ROLLER. AFTER ROLLING, ALL DEPRESSIONS AND DIPS SHALL BE FILLED WITH SUITABLE FILL AND THE AREAS ROLLED AGAIN UNTIL THE ENTIRE FIELD AREA IS ROLLED AND GRADED UNTIL A SMOOTH, EVEN SURFACE IS ACHIEVED AT THE REQUIRED GRADES BEFORE LIMEROCK BASE AND ASPHALT INSTALLATION.

THE CONTRACTOR IS RESPONSIBLE FOR THE REPAIR AND MAINTENANCE OF THE IRRIGATION AND LAWN INCLUDING FILLING AND RESODDING ANY SUNKEN OR ERODED AREAS, BARE SPOTS AND DEAD SOD.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING THE SOD UNTIL ACCEPTANCE BY THE OWNER OR OWNER'S REPRESENTATIVE.

REVISIONS:
REVISION No. 1 - CITY COMMENT 6/15/2023

THE CITY OF POMPANO BEACH'S
KIP JACOBY PARK PICKLEBALL COURTS

PROJECT ADDRESS
1000 S. CYPRESS RD
POMPANO BEACH, FL 33060

BLDG PERMIT +
BID DOCUMENTS

Scale: 1" = 20'

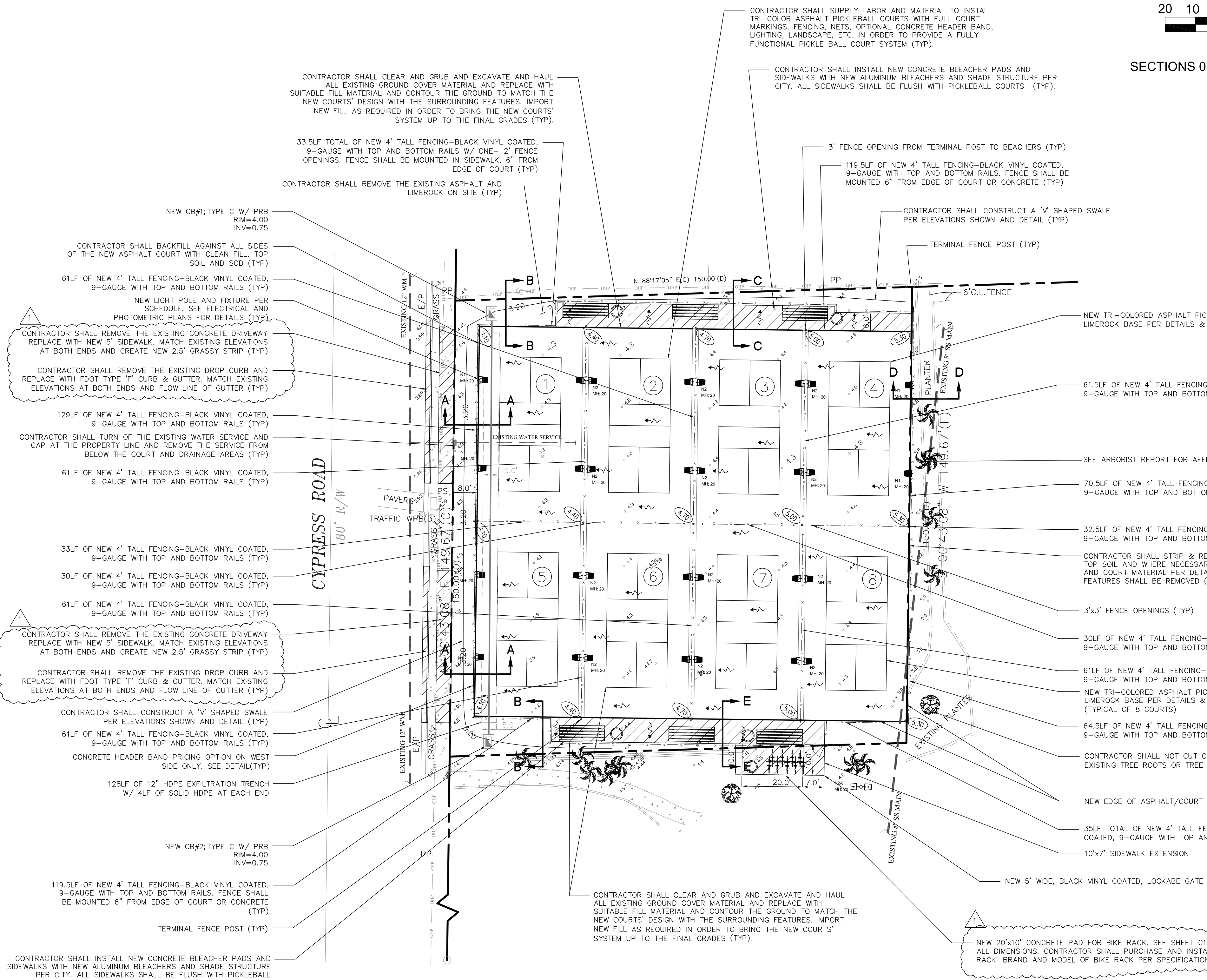
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Date 7/01/2022	
Drawn by SM	Plot Date 04/04/2024
Appr. by TG	5 of 8

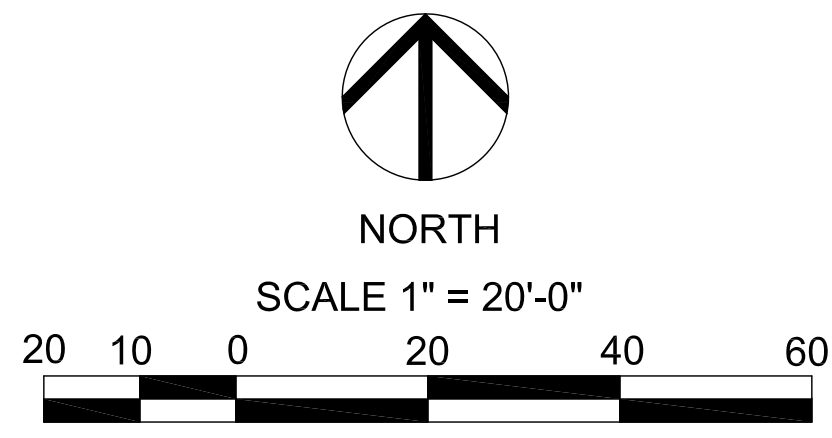
EQUIPMENT:

- BLEACHERS:
SIX (6) TOTAL
3 ROW ALUMINUM- 15'L x 30"H x 60"D BY BSN SPORTS SKU#NB0315
- AWNINGS:
SIX (6) TOTAL
SAIL SHADE TYPE BY B&G AWNINGS CORP.
20' x 8' WITH METAL SUPPORT POST
COLOR TO BE DETERMINED BY CITY
- BIKE RACK:
8 BIKE RACK CAPACITY 'SENTINEL' SERIES
BY HUNTOO SITE FURNISHINGS
- TRASH CANS BY CITY

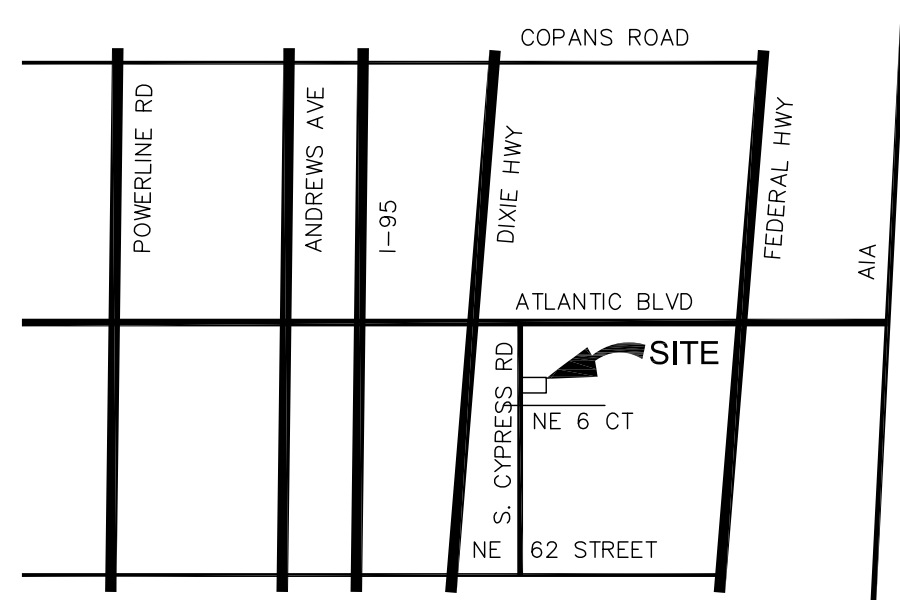
DATED: 03/04/2024
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SECTIONS 01, TOWNSHIP 49 SOUTH, RANGE 42 EAST



MDC

MUNSON DESIGN AND CONSULTING, INC.
PO BOX 771058
CORAL SPRINGS, FL. 33077
PHONE: 954-340-5291
AUTH. No. 9327 & 7958

LOCATION SKETCH NTS

LEGEND

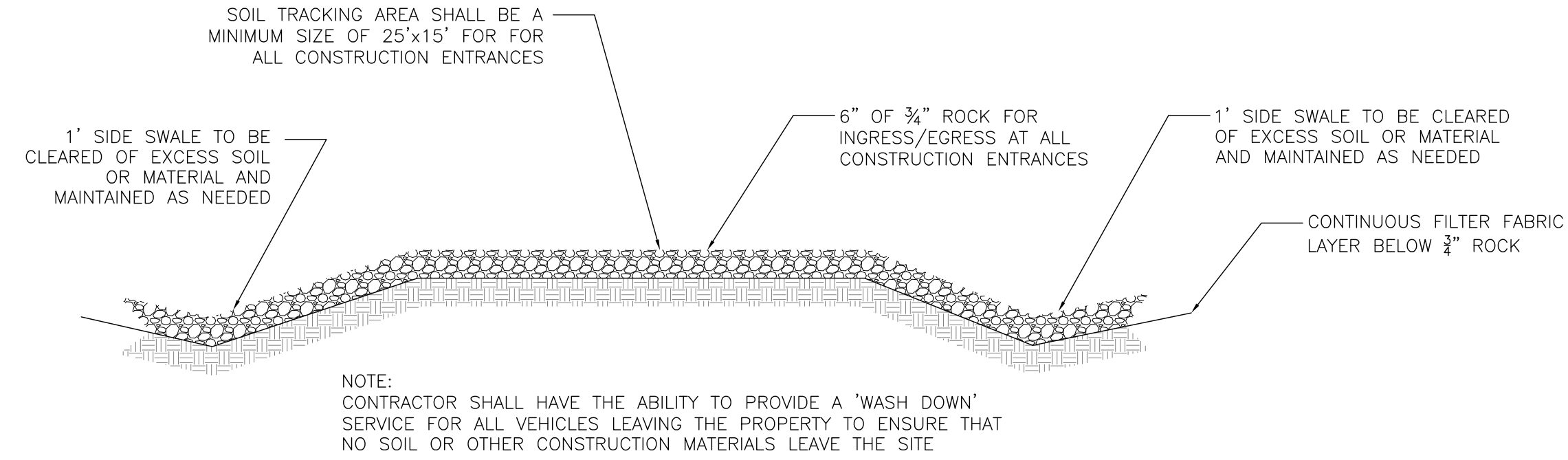
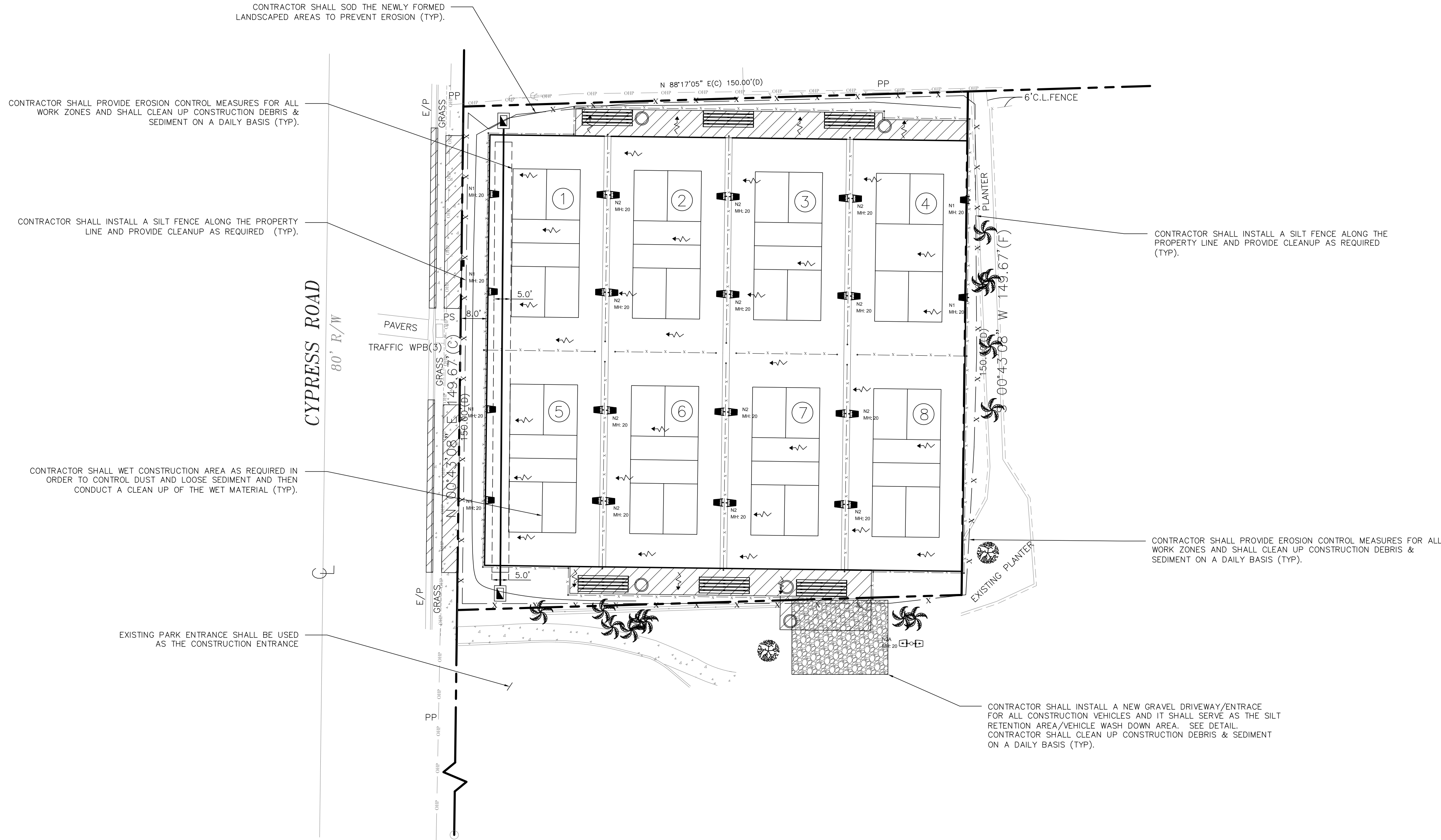
- PROPERTY LINE
- EXISTING ELEVATIONS
- LIGHT POLE
- DIRECTION OF SURFACE DRAINAGE
- PROPOSED ELEVATION
- EXISTING DRAINAGE PIPE
- NEW CONCRETE

LEGAL DESCRIPTION:

PARCEL 3:
THE EAST 155 FEET OF THE WEST 190 FEET OF THE NORTH 150 FEET AS MEASURED ALONG THE NORTH, SOUTH, EAST AND WEST LINES OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTH 80 ACRES OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.
SAID LANDS CONTAINING 22,430 SQUARE FEET (0.5149 ACRES), MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY.

SWPP NOTES:

SILT SCREENS, HAY BALES OR OTHER SEDIMENT CONTROL MEASURES SHALL BE UTILIZED DURING CONSTRUCTION. THESE MEASURES SHALL BE INSTALLED AROUND ALL PROPERTY LINES AND AROUND THE NEW LAKE, CATCH BASINS, CULVERTS, ETC. ALL AREAS SHALL BE STABILIZED AND SODDED IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION INTO SAID AREAS.
CONTRACTOR SHALL INSTALL A STAKED SILT FENCE AROUND ALL WORK AREAS.
CONTRACTOR SHALL PROTECT ALL EXISTING DRAINAGE INLETS FROM ACCEPTING SILTY/SANDY RUNOFF BY INSTALLING A FILTER MECHANISM OVER THE INLET GRATES.
CONTRACTOR SHALL PROVIDE DAILY CLEAN UP OF ALL SEDIMENT AND PROVIDE DAILY DUST CONTROL MEASURES.



CONSTRUCTION ENTRANCE & SOIL TRACKING AREA

STORMWATER POLLUTION PREVENTION PLAN

THE CITY OF POMPANO BEACH'S
KIP JACOBY PARK PICKLEBALL COURTS

PROJECT ADDRESS
10000 KIP JACOBY PARK
POMPANO BEACH, FL 33060

BLDG PERMIT +
BID DOCUMENTS

Scale:	1" = 20'
Job No.	2022-1600
Date	7/01/2022
Drawn by	SM
Appr. by	TG
Sheet No.	C3
Plot Date	04/04/2024
	6 of 8

DATED: 04/04/2024
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SHANE MUNSON ON THE DATE ADJACENT TO THE SEAL.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

1. GENERAL NOTES

A. APPLICABLE CODES

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE CITY, COUNTY AND STATE.
2. CONSTRUCTION SAFETY - ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL BE STRICTLY OBSERVED.

3. THE CONTRACTOR SHALL BE REQUIRED TO COMPLY WITH CHAPTER 90-06 OF THE LAWS OF FLORIDA (THE TRENCH SAFETY ACT) AND OSHA STANDARD 29 C.F.R. SECTION 1926.650 SUBPART P. THE CONTRACTOR SHALL SUBMIT WITH HIS CONTRACT A COMPLETED, SIGNED AND NOTARIZED COPY OF THE TRENCH SAFETY ACT COMPLIANCE STATEMENT. THE CONTRACTOR SHALL ALSO SUBMIT A SEPARATE COST ITEM IDENTIFYING THE COST OF COMPLIANCE WITH THE APPLICABLE TRENCH SAFETY CODES.

4. NO CONSTRUCTION MAY COMMENCE UNTIL ALL APPROPRIATE PERMITS HAVE BEEN OBTAINED FROM ALL LOCAL, STATE AND FEDERAL AGENCIES.

B. PRECONSTRUCTION RESPONSIBILITIES

1. UPON RECEIPT OF NOTICE OF AWARD, THE CONTRACTOR SHALL ARRANGE A RECONSTRUCTION CONFERENCE TO INCLUDE, ALL INVOLVED GOVERNMENTAL AGENCIES ALL AFFECTED UTILITY OWNERS, THE OWNER, THE ENGINEER AND HIMSELF.

2. THE CONTRACTOR SHALL OBTAIN A SUNSHINE STATE ONE CALL OF FLORIDA CERTIFICATION NUMBER AT LEAST 48 HOURS PRIOR TO PRIOR TO BEGINNING ANY EXCAVATION.
3. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING UTILITIES FOR WHICH HE FAILS TO REQUEST TO HIS LOCATIONS FROM THE UTILITY OWNER. HE IS RESPONSIBLE AS WELL FOR DAMAGE TO ANY EXISTING UTILITIES WHICH ARE PROPERLY LOCATED.

5. IF, UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL BE REQUIRED TO RELOCATE THE UTILITY TO A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.

C. INSPECTIONS

1. THE OWNER, ENGINEER, AND LOCAL PERMITTING AGENCIES MAY MAKE INSPECTIONS OF THE WORK AT ANY TIME. THE CONTRACTOR SHALL COOPERATE FULLY WITH ALL INSPECTIONS.

D. SHOP DRAWINGS

1. THE CONTRACTOR SHALL SUBMIT (5) FIVE SETS OF SHOP DRAWINGS FOR APPROVAL TO THE ENGINEER OF RECORD PRIOR TO FABRICATION OR CONSTRUCTION FOR ALL MATERIALS USED IN THE PROJECT. APPROVED SHOP DRAWINGS FROM THE ENGINEER SHALL THEN BE SUBMITTED BY THE CONTRACTOR TO THE COUNTY OR CITY FOR THEIR APPROVAL. NO CONSTRUCTION SHALL COMMENCE UNTIL THE APPROVED SHOP DRAWINGS HAVE BEEN OBTAINED BY THE CONTRACTOR FROM THE ENGINEER, CITY, AND/OR COUNTY.

2. INDIVIDUAL SHOP DRAWINGS FOR ALL PRECAST STRUCTURES ARE REQUIRED. CATALOG LITERATURE WILL NOT BE ACCEPTED FOR PRECAST STRUCTURES.

E. TEMPORARY FACILITIES

1. TEMPORARY UTILITIES - IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY TO HIS EMPLOYEES AND SUBCONTRACTORS FOR THEIR USE DURING CONSTRUCTION.
2. TRAFFIC REGULATION - MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MUTCD AND THE FOOT STANDARD SPECIFICATIONS.

3. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARREADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC. NO HOLES SHALL BE LEFT OPEN OVERNIGHT.

F. PROJECT SITE

1. DURING CONSTRUCTION OF THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL, DEBRIS, TRASH, THE PAVED AREAS SHALL BE LEFT BROOM CLEAN.

2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS WORK, EQUIPMENT, EMPLOYEES OR THOSE OF HIS SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THIS END, THE CONTRACTOR SHALL DO AS REQUIRED ALL NECESSARY HIGHWAY OR DRIVEWAY, WALK, AND LANDSCAPING WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.

3. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.

G. PROJECT RECORD DOCUMENTS

1. THE CONTRACTOR SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS OF WORK ITEMS COMPLETED, INFORMATION RELATIVE TO MANHOLES, VALVES, SERVICES, FITTINGS, LENGTH OF PIPE, INVERT ELEVATIONS, FINISHED GRADE ELEVATIONS AND THE LIKE, SHALL BE ACCURATELY RECORDED BY THE CONTRACTOR. TOP ELEVATIONS $\pm 100'$ D.C.

2. PRIOR TO THE PLACEMENT OF ANY ASPHALT OR CONCRETE PAVEMENT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD "AS-BUILT" PLANS SHOWING LIMEROCK BASE GRADES, ALL DRAINAGE, WATER, AND SEWER IMPROVEMENTS. PAVING OPERATIONS SHALL NOT COMMENCE UNTIL THE ENGINEER HAS REVIEWED THE "AS-BUILTS" AND THE ENGINEER HAS APPROVED PAVING TO COMMENCE.

3. ALL REQUIRED DENSITY AND LBR TEST RESULTS FOR SUBGRADE SHALL BE PROVIDED TO THE ENGINEER PRIOR TO PLACING LIMEROCK BASE MATERIAL.

4. ALL REQUIRED DENSITY AND LBR TEST RESULTS FOR LIMEROCK SHALL BE PROVIDED TO THE ENGINEER PRIOR TO PLACING ASPHALT.

5. ALL "AS-BUILT" INFORMATION SUBMITTED TO THE ENGINEER SHALL BE SUFFICIENTLY ACCURATE, CLEAR AND LEGIBLE TO SATISFY THE ENGINEER AND ANY APPLICABLE REVIEWING AGENCY THAT THE INFORMATION PROVIDES A TRUE REPRESENTATION OF THE IMPROVEMENTS CONSTRUCTED.

6. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD FIVE COMPLETE SETS OF "AS-BUILT" CONSTRUCTION DRAWINGS (PRINTS), ONE CD/DVD WITH AUTOCAD FORMAT ELECTRONIC FILE AND ONE MYLAR ORIGINAL. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONS LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS AND SHALL BE SIGNED BY THE CONTRACTOR.

7. ALL "AS-BUILT" INFORMATION ON ELEVATIONS OF PAVING, DRAINAGE, WATER, AND SEWER SHALL BE CERTIFIED BY A REGISTERED LAND SURVEYOR.

8. ALL AS-BUILT INFORMATION MUST BE PROVIDED IN AUTOCAD RELEASE 2000 FORMAT OR LATEST VERSION.

H. EARTHWORK

1. NONE OF THE EXISTING MATERIAL IS TO BE INCORPORATED IN THE LIMEROCK BASE.

2. ALL SUBGRADE UNDER ASPHALT PAVED AREAS SHALL HAVE A MINIMUM LBR VALUE OF 40. AND SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.

3. ALL FILL MATERIAL IN AREAS NOT TO BE PAVED SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.

4. ALL MUCK, SILTY MATERIAL, CLAYEY MATERIAL, ORGANIC AND OTHER UNSUITABLE MATERIAL WITHIN THE PROJECT'S LIMITS SHALL BE COMPLETELY REMOVED.

5. THE CONTRACTOR IS RESPONSIBLE FOR THE INVESTIGATION OF AND REMOVAL OF ALL EXISTING, AGREEMENTED LETHAL TOXIC MATERIAL FROM UNDER ALL NEW PICKLE BALL COURTS.

6. ALL LETHAL TOXIC MATERIAL SHALL BE REMOVED TO A DEPTH OF 1 FOOT BELOW THE FINISHED ELEVATION OF ANY SWALE OR DRY DETENTION AREA OR TO A DEPTH OF 2' BELOW THE DRY SEASON WATER TABLE, AS STATED BY THE ENGINEER OF RECORD, WHICH EVER IS HIGHEST IN ELEVATION.

7. ALL LETHAL TOXIC MATERIAL SHALL BE REMOVED BELOW ALL COURTS TO A DEPTH STATED BY THE ENGINEER OF RECORD.

I. PAVING

1. DENSITY TESTING AND THICKNESS MEASUREMENTS - REQUIRED.

2. ASPHALT AND LIMEROCK TESTS SHALL BE TAKEN AT THE DIRECTION OF THE ENGINEER OF RECORD.

J. GENERAL UTILITY NOTES

1. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES AND TOPOGRAPHY HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THIS INFORMATION IS NOT GUARANTEED AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION (VERTICAL & HORIZONTAL) OF ANY EXISTING UTILITIES AND TOPOGRAPHY PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL UTILITIES, BY ELECTRICITY METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITIES COMPANIES PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. ANY AND ALL UTILITIES OR DISCREPANCIES OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS OF CONSTRUCTION DRAWINGS SHALL BE REPORTED TO THE ENGINEER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK SHALL BE CONSIDERED INCLUDED IN THE CONTRACT. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN OR FOR ANY EXISTING UTILITIES NOT SHOWN.

2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITY COMPANIES IF APPLICABLE: FLORIDA POWER AND LIGHT COMPANY & AT&T, LOCAL GAS AND SEWER UTILITY COMPANY(S), LOCAL CABLE TELEVISION COMPANY(S), LOCAL CITY ENGINEERING DEPARTMENT, FLORIDA DEPARTMENT OF TRANSPORTATION, SUNSHINE STATE ONE CALL OF FLORIDA (1-800-432-4770) FOR STREET EXCAVATION OR CLOSING, TRAFFIC SERGEANT, FIRE DISPATCH.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RESTORATION OF EXISTING PAVEMENT, PIPES, CONDUITS, ETC., AND LANDSCAPED AREAS DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS. ANY AND/OR THESE SUBCONTRACTORS AND SHALL RESTORE THEM PROMPTLY. THIS REPAIR SHALL BE DONE AT THE CONTRACTOR'S EXPENSE TO THE DAMAGED UTILITY OR PROPERTY.
4. COORDINATE CONSTRUCTION SCHEDULING FOR CONNECTION TO THE EXISTING WATER AND SEWER LINES WITH THE CITY UTILITY DEPARTMENT.
5. ALL PAVEMENT RESTORATION TO BE MADE IN ACCORDANCE WITH THE CITY, COUNTY OR STATE OF FLORIDA D.O.T. STANDARD SPECIFICATIONS, WHERE APPLICABLE.
6. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL SUPPLY THE ENGINEER OF RECORD WITH THE CERTIFICATION THAT ALL CONSTRUCTION AND MATERIALS MEET OR EXCEEDS THE DESIGN AND HAVE BEEN INSTALLED PER THE DRAWINGS AND/OR AS-BUILT DRAWINGS.
7. THE CONTRACTOR SHALL COORDINATE THE WORK WITH OTHER CONTRACTORS IN THE AREA AND ANY OTHER UNDERGROUND CONDUIT REQUIRED FOR PUMP, SOUTHERN BELL, IRRIGATION SYSTEMS, ETC., PRIOR TO BEGINNING SUBGRADE. THE CONTRACTOR SHALL COORDINATE RELOCATION OF ALL EXISTING UTILITIES WITH APPLICABLE UTILITY COMPANIES.
8. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN OVERNIGHT WITHOUT WRITTEN PERMISSION OF THE CITY OR OWNER.
9. THE CONTRACTOR MUST NOTIFY MUNSON DESIGN AND CONSULTING, INC. PRIOR TO STARTING EACH PHASE OF ANY UNDERGROUND UTILITY WORK OR PAVING AND GRADING OPERATIONS, SO THAT THE PROPER INSPECTIONS MAY BE SCHEDULED.

K. SURVEY INFORMATION

1. SURVEY DATA - ALL ELEVATIONS ON THE PLANS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD).
2. SURVEY INFORMATION BASED ON SURVEY BY MUNSON DESIGN AND CONSULTING, INC.

L. CONSTRUCTION SPECIFICATIONS

A. GENERAL

1. IT IS THE INTENT OF THESE SPECIFICATIONS TO DESCRIBE THE MINIMUM ACCEPTABLE TECHNICAL REQUIREMENTS FOR THE MATERIALS AND WORKMANSHIP FOR CONSTRUCTION OF SITE IMPROVEMENTS FOR THIS PROJECT. SUCH IMPROVEMENTS SHALL GENERALLY INCLUDE, BUT NOT TO BE LIMITED TO, CLEARING, GRADING, PAVING, REMOVAL OF EXISTING PAVEMENT, AND STORM DRAINAGE.
2. IT IS THE INTENT THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" DATED 2002 BE USED WHERE APPLICABLE FOR THE VARIOUS WORK AND THAT WHERE SUCH WORKING THEREIN REFERS TO THE STATE OF FLORIDA AND ITS DEPARTMENT OF TRANSPORTATION AND PERSONNEL, SUCH WORKING IS INTENDED TO BE REPLACED WITH THE WORKING WHICH WOULD PROVIDE PROPER TERMINOLOGY, THEREBY MAKING SUCH "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AS THE "STANDARD SPECIFICATIONS" FOR THIS PROJECT. IF WITHIN A PARTICULAR SECTION, ANOTHER SECTION, ARTICLE OR PARAGRAPH IS REFERRED TO, IT SHALL BE PART OF THE STANDARD SPECIFICATIONS. ALSO, THE CONTRACTOR SHALL ABIDE BY ALL LOCAL AND STATE LAWS, REGULATIONS AND BUILDING CODES WHICH HAVE JURISDICTION IN THE AREA.
3. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT AND PERFORM ALL OPERATIONS REQUIRED TO COMPLETE THE CONSTRUCTION OF A PAVING, DRAINAGE, WATER AND SEWER SYSTEM AS SHOWN ON THE PLANS, SPECIFIED HEREIN, OR BOTH. IT IS THE INTENT TO PROVIDE A COMPLETE AND OPERATING FACILITY IN ACCORDANCE WITH THESE SPECIFICATIONS AND THE CONSTRUCTION DRAWINGS. THE MATERIAL AND EQUIPMENT SHOWN OR SPECIFIED SHALL NOT BE USED TO EXCLUDE ANY OTHER INCIDENTALS NECESSARY TO COMPLETE THE WORK.
4. ALL LABOR, MATERIALS, AND METHODS OF CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE PLANS, AND CONSTRUCTION SPECIFICATIONS AND THE MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS ADOPTED BY THE UNIT OF GOVERNMENT WHICH HAS JURISDICTION AND RESPONSIBILITY FOR THE CONSTRUCTION. WHERE CONFLICTS OR OMISSIONS EXIST, THE JURISDICTIONAL GOVERNMENT ENGINEERING DEPARTMENT'S STANDARDS SHALL GOVERN. SUBSTITUTIONS AND DEVIATIONS FROM PLANS AND SPECIFICATIONS SHALL BE PERMITTED ONLY WHEN WRITTEN APPROVAL HAS BEEN ISSUED BY THE ENGINEER.
5. GUARANTEE - ALL MATERIALS AND EQUIPMENT TO BE FURNISHED AND/OR INSTALLED BY THE CONTRACTOR UNDER THIS CONTRACT, SHALL BE GUARANTEED FOR A PERIOD OF (1) ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE, THEREAFTER, AGAINST DEFECTIVE MATERIALS, DESIGN AND WORKMANSHIP. UPON RECEIPT FROM THE OWNER OF FAILURE OF ANY PART OF THE GUARANTEED EQUIPMENT OR MATERIALS, DURING THE GUARANTEE PERIOD, THE AFFECTED PART OR MATERIALS SHALL BE REPLACED PROMPTLY WITH NEW PARTS OR MATERIALS BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER. IN THE EVENT THE CONTRACTOR FAILS TO MAKE NECESSARY REPLACEMENT OR REPAIRS WITHIN (7) SEVEN DAYS AFTER NOTIFICATION BY THE OWNER, THE OWNER MAY ACCOMPLISH THE WORK AT THE EXPENSE OF THE CONTRACTOR.

B. EARTHWORK

1. ALL AREAS WITHIN THE LIMITS OF WORK SHALL BE CLEARED AND GRUBBED PRIOR TO CONSTRUCTION. THIS SHALL CONSIST OF: THE COMPLETE REMOVAL AND DISPOSAL OF ALL TREES, BRUSH, STUMPS, ROOTS, GRASS, WEEDS, RUBBISH AND ALL OTHER OBSTRUCTIONS RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE EXISTING GROUND TO A DEPTH OF 1' - ITEMS DESIGNATED TO REMAIN OR TO BE RELOCATED OR TO BE ADJUSTED SHALL BE SO DESIGNATED ON THE DRAWINGS.

2. FILL MATERIAL SHALL BE CLASSIFIED AS A-1, A-3, OR A-2-A IN ACCORDANCE WITH AASHTO M-145 AND SHALL BE FREE FROM VEGETATION AND ORGANIC MATERIAL NOT MORE THAN 5% BY WEIGHT OF FILL MATERIAL. SHALL PASS THE NO. 200 SIEVE.

3. ALL MATERIAL OF CONSTRUCTION SHALL BE SUBJECT TO INSPECTION AND TESTING TO ESTABLISH CONFORMANCE WITH THE SPECIFICATIONS AND TO THE TIME HE WILL BE READY FOR AN INSPECTION OR TEST. THE CONTRACTOR SHALL FOLLOW CITY AND COUNTY INSPECTION PROCEDURES. THE CONTRACTOR SHALL NOT PROCEED WITH ANY PHASE OF WORK PRIOR TO THAT TEST OR INSPECTION PASSING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER. TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND LIMEROCK, UTILITIES, EXCAVATION, ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC.
4. WHEN ENCOUNTERED, MUCK SHALL BE COMPLETELY REMOVED FROM THE CENTER LINE OF THE WORK AREA TO (10) TEN FEET BEYOND THE EDGE OF PAVEMENT OR EDGE OF EXCAVATION. ANY AND/OR THESE MUCK SHALL BE REPLACED BY APPROVED GRANULAR FILL, COMPACTED TO 98% OF MAXIMUM DENSITY (AASHTO T-180) CONTRASTING WITH THE ENGINEER OF RECORD IMMEDIATELY AND CALL FOR AN INSPECTION.
5. WHEN ENCOUNTERED WITHIN DRAINAGE SWALES, HARDPAN OR MUCK SHALL BE REMOVED FOR A WIDTH OF (5) FIVE FEET AT THE INVERT AND REFILLED WITH GRANULAR MATERIAL.
6. ALL UNDERGROUND UTILITIES AND DRAINAGE INSTALLATIONS SHALL BE IN PLACE PRIOR TO SUBGRADE COMPACTION AND PAVEMENT CONSTRUCTION.
7. GROUND ADJACENT TO ROADWAY/PAVEMENT HAVING RUNOFF SHALL BE GRADED (2) TWO INCHES LOWER THAN THE EDGE OF PAVEMENT TO ALLOW FOR THE PLACEMENT OF SOD.
8. SITE GRADING ELEVATIONS SHALL BE WITHIN 0.1' OF THE REQUIRED ELEVATION AND ALL AREAS SHALL BE GRADED TO DRAIN WITHOUT PONDING.

F. COURT PAVEMENT SURFACE, COLOR AND MARKINGS AND FEATURES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL COURT FEATURES SUCH AS SUBGRADE, LIMEROCK BASE, ASPHALT, COURT COATINGS, COURT COLORING, NET POSTS, NETS, FENCING, LIGHTING ALONG WITH ALL STRIPING FOR THE COURTS(S) SHOWN ON THE PLAN.

2. THE COURT CONSTRUCTION AND FEATURES INCLUDING COURT MARKINGS SHALL CONFORM TO THE INTERNATIONAL FEDERATION OF PICKLEBALL (IFPP) AND THE USA PICKLEBALL ASSOCIATION (USAPA).

3. THE CONTRACTOR SHALL INSTALL LED LIGHTING THAT MEETS THE TECHNICAL STANDARDS OF THE USA PICKLEBALL ASSOCIATION AND ACCEPTED BY THE AMERICAN SPORTS BUILDERS ASSOCIATION (ASBA). THE EXACT LIGHTING SYSTEM CHOSEN SHALL BE CHOSEN BY THE HSA BOARD AND MEET THE ACCEPTED STANDARDS OF THE USAPA AND IFPP AND ASBA.
4. COURT ACRYLIC SURFACE COATING AND ACRYLIC COLOR SYSTEMS AND PAINT LINES SHALL BE CALIFORNIA PAINTS BRAND FOR PICKLE BALL COURTS THAT MEETS THE TECHNICAL STANDARDS OF THE USA PICKLEBALL ASSOCIATION AND ACCEPTED BY THE AMERICAN SPORTS BUILDERS ASSOCIATION (ASBA) WITH COLORS OF OWNER'S CHOICE.

III. SPECIFIC SITE NOTES

A. GENERAL

1. "CITY" IN THESE NOTES REFERS TO THE PALM BEACH COUNTY.
2. "COUNTY" IN THESE NOTES REFERS TO PALM BEACH COUNTY.
3. "STATE" IN THESE NOTES REFERS TO THE STATE OF FLORIDA.

SPACING OF REQUIRED ROADWAY, PARKING AREA AND UTILITY TRENCH TESTS				
	DENSITY	L.B.R.	THICKNESS	
	MAX. SPACING	MAX. SPACING	MAX. SPACING	MAX. SPACING
COMPACTED OR STABILIZED	--	--	UN. FEET	SO. FEET
LIMEROCK BASE	--	--	UN. FEET	SO. FEET
ASPHALT	--	--	INCHES	FEET
UTILITY TRENCH	--	--	INCHES	FEET

COMPACTED OR STABILIZED	--	--	UN. FEET	SO. FEET
LIMEROCK BASE	--	--	UN. FEET	SO. FEET
ASPHALT	--	--	INCHES	FEET
UTILITY TRENCH	--	--	INCHES	FEET

ALL TESTING SHALL BE TAKEN IN A STAGGED SHAMPING PATTERN FROM A POINT 12" INSIDE THE LEFT EDGE OF THE ITEM BEING TEST TO THE CENTER TO A POINT 12" INSIDE THE RIGHT EDGE.

COMPACTION TEST SCHEDULE

COMPACTED OR STABILIZED	--	--	UN. FEET	SO. FEET
LIMEROCK BASE	--	--	UN. FEET	SO. FEET
ASPHALT	--	--	INCHES	FEET
UTILITY TRENCH	--	--	INCHES	FEET

PICKLEBALL COURT W/ ACRYLIC RESURFACER AND ACRYLIC COLOR AND PAINT LINES PER LAYOUT

6" NEW LIMEROCK BASE

12" SUBGRADE, EXISTING SUBBASE, TREE ROOTS SHALL BE REMOVED AND RECOMPACTION IN LIFTS

CONTRACTOR SHALL PROVIDE TWO (2) COATS OF ACRYLIC RESURFACER AND TWO (2) COATS OF ACRYLIC COLOR PER CALIFORNIA PAINT BRAND SYSTEM. CONTRACTOR SHALL FOLLOW THE SPECIFICATIONS FOR THE SURFACE PREPARATION OF ALL EXISTING UTILITIES AND THE INSTALLATION OF THE ACRYLIC RESURFACER AND ACRYLIC COLOR AND PAINT PER AMERICAN SPORTS BUILDERS ASSOCIATION (ASBA) USAPA & IFPP PICKLEBALL COURT SYSTEMS. 2" PAINT LINES PER CALIFORNIA PAINTS.

2" MINIMUM COMPACTED LEVING COURSE OF F.D.O.T. TYPE SP9.5

2nd LEFT - 1" MINIMUM COMPACTED SURFACE COURSE OF F.D.O.T. TYPE SP9.5

ALL ASPHALT COURSE SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. STANDARD SPECIFICATIONS SECTIONS 330 & 331

PRIME & TACK COAT: PRIME & TACK COAT FOR THE LIMEROCK BASE COURSE & BETWEEN ASPHALT LIFTS SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. STANDARD SPECIFICATIONS SECTION 300.

PRIME COAT-0.25 GALLONS PER SQ. YD.

TACK COAT-0.05 GALLONS PER SQ. YD.

STANDARD BASE: 6" MINIMUM THICKNESS OF LIMEROCK BASE COMPACTED TO 98% OF MAXIMUM DENSITY (AASHTO T-180) LIMEROCK SHALL BE TO CONFORM WITH THE REQUIREMENTS OF SECTION 300.

6.91" MINIMUM L.B.R. = 100. LIMEROCK SHALL HAVE 70% CALCIUM CARBONATE, LIQUID LIMIT < 50 & PLASTIC LIMIT < 10.

SUBBASE: 12" SUBBASE COMPACTED TO 98% OF MAXIMUM DENSITY (AASHTO T-180). MINIMUM L.B.R. = 40

FLOOD TEST ASPHALT AND PATCH FOR PONDING GREATER THAN 1/4"

SUPPLY AND INSTALL TWO COATS OF CALIFORNIA PAINT BRAND SYSTEM ACRYLIC SURFACER

SUPPLY AND INSTALL TWO COATS OF CALIFORNIA PAINT BRAND SYSTEM ACRYLIC SURFACER COLOR

SUPPLY AND INSTALL CALIFORNIA PAINT BRAND SYSTEM COURT LINE MARKINGS

SUPPLY AND INSTALL ALL COURT NETS AND POSTS (PROVIDE SHOPS DRAWINGS)

SUPPLY AND INSTALL ALL FENCING (PROVIDE SHOPS DRAWINGS)

SUPPLY AND INSTALL ALL PROJECT OPTIONS PER PLANS OR OWNER

PICKLEBALL ASPHALT COURT DETAIL

N.T.S.

CONTRACTOR SHALL PROVIDE TWO (2) COATS OF ACRYLIC RESURFACER AND TWO (2) COATS OF ACRYLIC COLOR PER CALIFORNIA PAINT BRAND SYSTEM. CONTRACTOR SHALL FOLLOW THE SPECIFICATIONS FOR THE SURFACE PREPARATION OF ALL EXISTING UTILITIES AND THE INSTALLATION OF THE ACRYLIC RESURFACER AND ACRYLIC COLOR AND PAINT PER AMERICAN SPORTS BUILDERS ASSOCIATION (ASBA) USAPA & IFPP PICKLEBALL COURT SYSTEMS. 2" PAINT LINES PER CALIFORNIA PAINTS.

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SUPPLY AND INSTALL CALIFORNIA PAINT BRAND SYSTEM COURT LINE MARKINGS

SUPPLY AND INSTALL ALL COURT NETS AND POSTS (PROVIDE SHOPS DRAWINGS)

SUPPLY AND INSTALL ALL FENCING (PROVIDE SHOPS DRAWINGS)

SUPPLY AND INSTALL ALL PROJECT OPTIONS PER PLANS OR OWNER

PICKLEBALL ASPHALT COURT DETAIL

N.T.S.

CONTRACTOR SHALL PROVIDE TWO (2) COATS OF ACRYLIC RESURFACER AND TWO (2) COATS OF ACRYLIC COLOR PER CALIFORNIA PAINT BRAND SYSTEM. CONTRACTOR SHALL FOLLOW THE SPECIFICATIONS FOR THE SURFACE PREPARATION OF ALL EXISTING UTILITIES AND THE INSTALLATION OF THE ACRYLIC RESURFACER AND ACRYLIC COLOR AND PAINT PER AMERICAN SPORTS BUILDERS ASSOCIATION (ASBA) USAPA & IFPP PICKLEBALL COURT SYSTEMS. 2" PAINT LINES PER CALIFORNIA PAINTS.

2" MINIMUM COMPACTED LEVING COURSE OF F.D.O.T. TYPE SP9.5

2nd LEFT - 1" MINIMUM COMPACTED SURFACE COURSE OF F.D.O.T. TYPE SP9.5

ALL ASPHALT COURSE SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. STANDARD SPECIFICATIONS SECTIONS 330 & 331

PRIME & TACK COAT: PRIME & TACK COAT FOR THE LIMEROCK BASE COURSE & BETWEEN ASPHALT LIFTS SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. STANDARD SPECIFICATIONS SECTION 300.

PRIME COAT-0.25 GALLONS PER SQ. YD.

TACK COAT-0.05 GALLONS PER SQ. YD.

STANDARD BASE: 6" MINIMUM THICKNESS OF LIMEROCK BASE COMPACTED TO 98% OF MAXIMUM DENSITY (AASHTO T-180) LIMEROCK SHALL BE TO CONFORM WITH THE REQUIREMENTS OF SECTION 300.

6.91" MINIMUM L.B.R. = 100. LIMEROCK SHALL HAVE 70% CALCIUM CARBONATE, LIQUID LIMIT < 50 & PLASTIC LIMIT < 10.

SUBBASE: 12" SUBBASE COMPACTED TO 98% OF MAXIMUM DENSITY (AASHTO T-180). MINIMUM L.B.R. = 40

FLOOD TEST ASPHALT AND PATCH FOR PONDING GREATER THAN 1/4"

SUPPLY AND INSTALL TWO COATS OF CALIFORNIA PAINT BRAND SYSTEM ACRYLIC SURFACER

SUPPLY AND INSTALL TWO COATS OF CALIFORNIA PAINT BRAND SYSTEM ACRYLIC SURFACER COLOR

SUPPLY AND INSTALL CALIFORNIA PAINT BRAND SYSTEM COURT LINE MARKINGS

SUPPLY AND INSTALL ALL COURT NETS AND POSTS (PROVIDE SHOPS DRAWINGS)

SUPPLY AND INSTALL ALL FENCING (PROVIDE SHOPS DRAWINGS)

SUPPLY AND INSTALL ALL PROJECT OPTIONS PER PLANS OR OWNER

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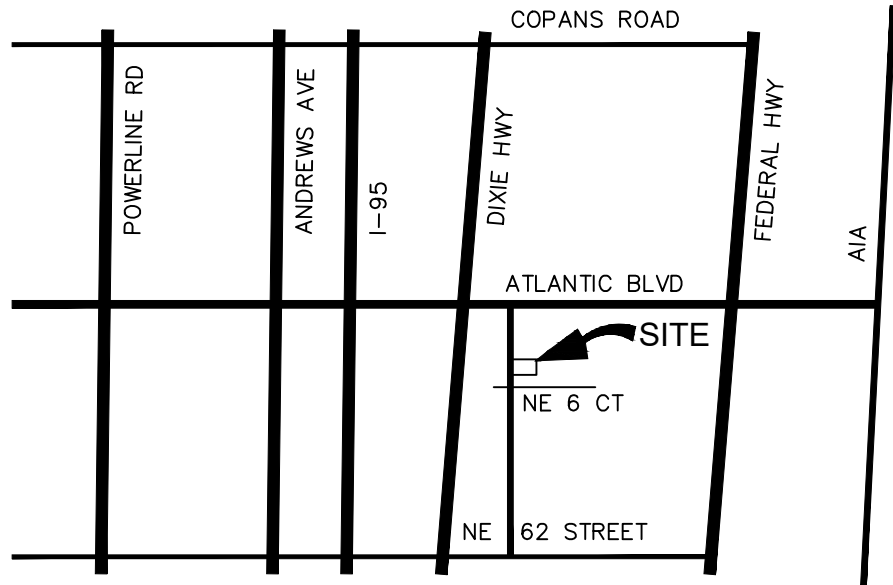
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PRIME COAT-0.25 GALLONS PER SQ. YD.

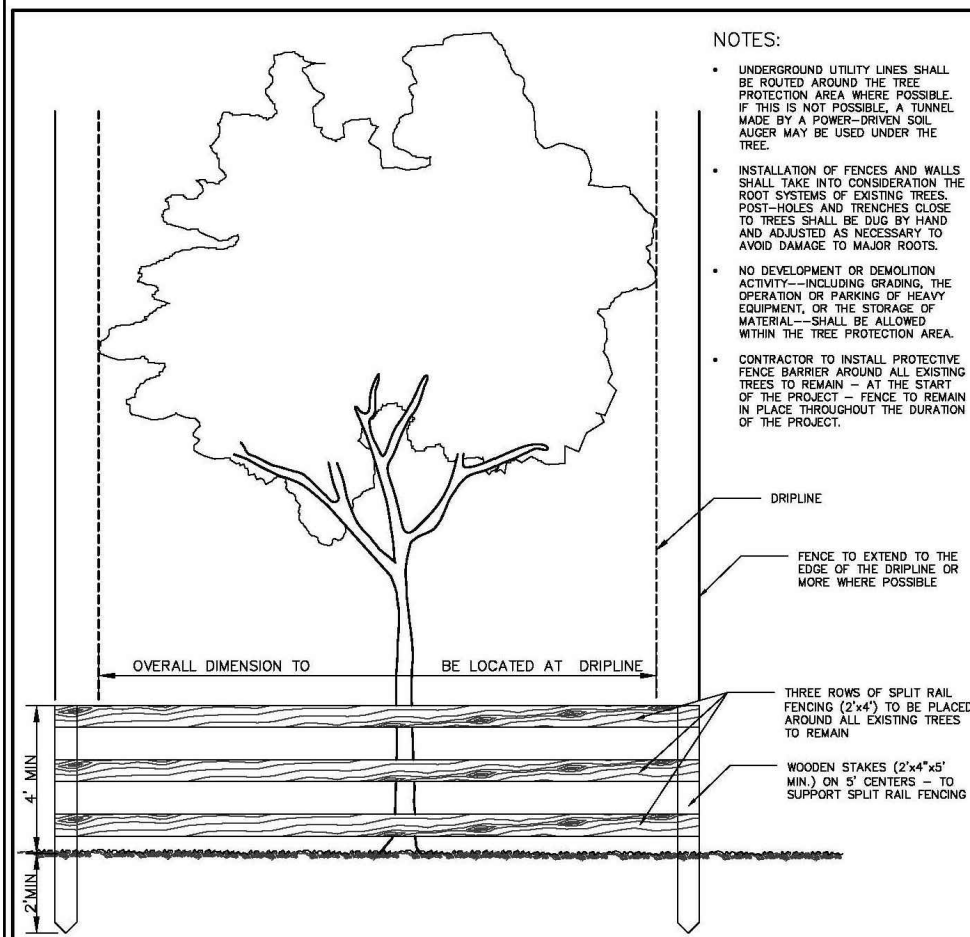
TACK COAT-0.05 GALLONS PER SQ. YD.

STANDARD BASE: 6" MINIMUM THICKNESS OF LIMEROCK BASE COMPACTED TO 98% OF MAXIMUM DENSITY (AASHTO T-180) LIMEROCK SHALL BE TO CONFORM WITH THE REQUIREMENTS OF SECTION 300.

6.91" MINIMUM L.B.R. = 100. LIMEROCK SHALL HAVE 70% CALCIUM CARBONATE, LIQUID LIMIT < 50 & PLAST



LOCATION SKETCH



TREE PROTECTION DETAIL

REVISIONS		DATE		BY	
1	AS	09/20/22		TCW	04/20/22
2	AS	09/20/22		TCW	04/20/22
SCALE: N.T.S.		DATE: SEP 2021		APPROVED BY:	
URBAN FORESTRY		CITY OF POMPANO BEACH		DWC NO.	
URBAN FORESTRY		CITY OF POMPANO BEACH		104-1	

EXISTING TREE DISPOSITION LIST									
KEY	BOTANICAL NAME	COMMON NAME	SIZE	DISPOSITION	MITIGATION				
			HT.(ft.)	SPD.(ft.)	DBH.(in.)	REMAIN	REMOVE	TRANSPL.	DBH.(in.)
1	Dyopsis lutescens	Areca Palm (cluster)	12	3	12	X			Good
2	Dyopsis lutescens	Areca Palm (cluster)	15	3	15	X			Good
3	Sabal palmetto	Sabal Palm	22	10	22	X			Good
4	Sabal palmetto	Sabal Palm	26	11	26	X			Good
5	Dyopsis lutescens	Areca Palm (multi)	15	3	15	X			Good
6	Dyopsis lutescens	Areca Palm (cluster)	15	3	15	X			Good
7	Dyopsis lutescens	Areca Palm (cluster)	18	3	18	X			Good
8	Quercus virginiana	Live Oak	12	12	12	X			Good
9	Dyopsis lutescens	Areca Palm (cluster)	15	3	15	X			Good
10	Dyopsis lutescens	Areca Palm (cluster)	22	4	22	X			Good
11	Ficus aurea	Strangler Fig	94	17	94	X			Good
12	Sabal palmetto	Sabal Palm	13	17	13	X			Good
13	Veitchia montgomeryana	Montgomery Palm	10	4	10	X			Good
14	Veitchia montgomeryana	Montgomery Palm	10	3	10	X			Good
15	Veitchia montgomeryana	Montgomery Palm	10	4	10	X			Good
16	Quercus virginiana	Live Oak	15	15	15	X			Good
17	Sabal palmetto	Sabal Palm	22	19	22	X			Good
TOTAL TREE DBH INCHES TO BE REMOVED									0 (0" DBH)
TOTAL PALMS TO BE REMOVED									0 (0" DBH)



Paola A. West
ISA Certified Arborist | FL # 622554
PlanW3st, LLC
10152 Indiantown Road, Unit 159
Jupiter, Florida 33478
954-529-9417 | pwest@planw3st.com



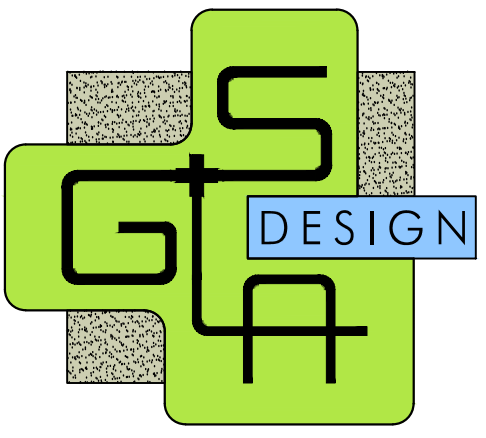
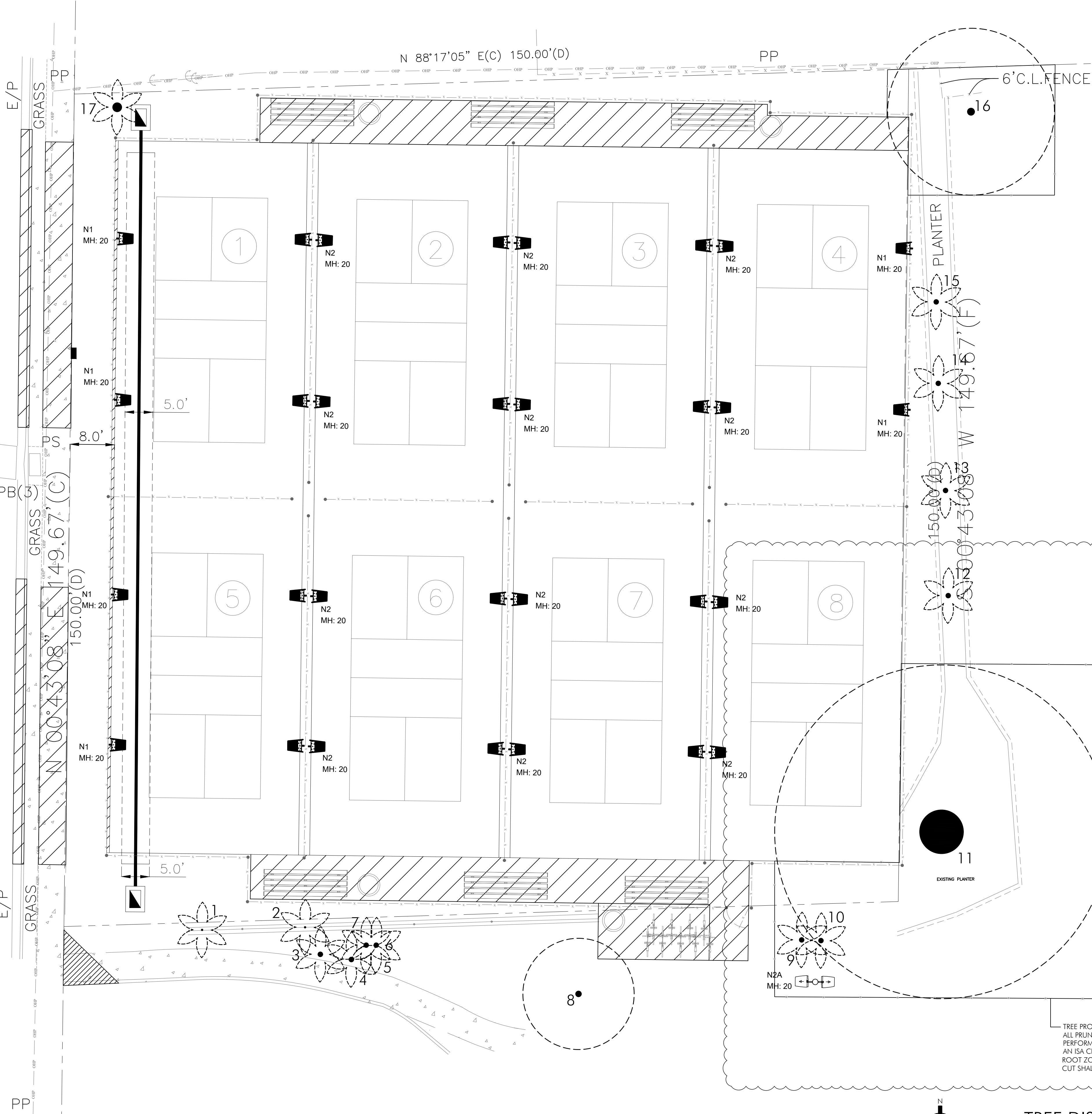
Project: Kip Jacoby Park Pickleball Courts
Location: 570 S Cypress Rd, Pompano Beach, FL 33060

*Source: Florida Exotic Pest Plant Council's 2019 List of Invasive Plant Species

Field Date: 9/17/2022, Appraisal Date: 9/22/2022

Tree Number	Scientific Name	Common Name	Avg. DBH (in)	Palm Height (ft.)	Condition Rating	Disposition (Protect/Remove/Relocate)	Appraised Value
1	Dyopsis lutescens (cluster)	Areca Palm (cluster)	3	12	95%	Protect	-
2	Dyopsis lutescens (cluster)	Areca Palm (cluster)	3	15	95%	Protect	-
3	Sabal palmetto	Cabbage Palm	10	22	90%	Protect	-
4	Sabal palmetto	Cabbage Palm	11	26	90%	Protect	-
5	Dyopsis lutescens (multi.)	Areca Palm (multi.)	3	15	90%	Protect	-
6	Dyopsis lutescens (cluster)	Areca Palm (cluster)	3	15	95%	Protect	-
7	Dyopsis lutescens (cluster)	Areca Palm (cluster)	3	18	95%	Protect	-
8	Quercus virginiana	Live Oak	12	-	90%	Protect	-
9	Dyopsis lutescens (cluster)	Areca Palm (cluster)	3	15	90%	Protect	-
10	Dyopsis lutescens (cluster)	Areca Palm (cluster)	4	22	95%	Protect	-
11	Ficus aurea	Strangler Fig	94	-	70%	Protect	\$257,717
12	Sabal palmetto	Cabbage Palm	17	13	95%	Protect	-
13	Veitchia montgomeryana	Montgomery Palm	4	10	95%	Protect	-
14	Veitchia montgomeryana	Montgomery Palm	3	10	95%	Protect	-
15	Veitchia montgomeryana	Montgomery Palm	4	10	95%	Protect	-
16	Quercus virginiana	Live Oak	15	-	95%	Protect	-
17	Sabal palmetto	Cabbage Palm	19	22	85%	Protect	\$443
Total							\$258,159

Appraisal Based on the FLORIDA CHAPTER ISA DETERMINING THE MITIGATION VALUE OF ROADSIDE VEGETATION (FLORIDA RULE CH 14-40)



GARDNER + SEMLER
LANDSCAPE ARCHITECTURE
WWW.GSLADESIGN.COM

17570 NW 78th AVE., SUITE 214
MIAMI, FL 33015
P 305.392.1016 F 305.392.1019
CORP. ID # 0000266

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LEGEND	
	EXISTING TREE TO REMAIN
	EXISTING TREE TO BE REMOVED
	EXISTING TREE TO BE RELOCATED
	EXISTING PALM TO REMAIN
	EXISTING PALM TO BE REMOVED
	EXISTING PALM TO BE REMOVED



MUNSON DESIGN AND CONSULTING, INC.
PO BOX 771058
CORAL SPRINGS, FL 33077
PHONE: 954-340-5291
AUTH. No. 9327 & 7958

EXISTING TREE DISPOSITION PLAN

REVISIONS:
Revisions per City Bldg. Dept Dry Run 2024.01.11

THE CITY OF POMPANO BEACH'S
KIP JACOBY PARK PICKLEBALL COURTS

PROJECT ADDRESS:
570 SOUTH CYPRESS ROAD
POMPANO BEACH, FL 33060

DRC/SITE PLAN
APPROVAL DOCUMENTS

SIGNATURE AND SEAL

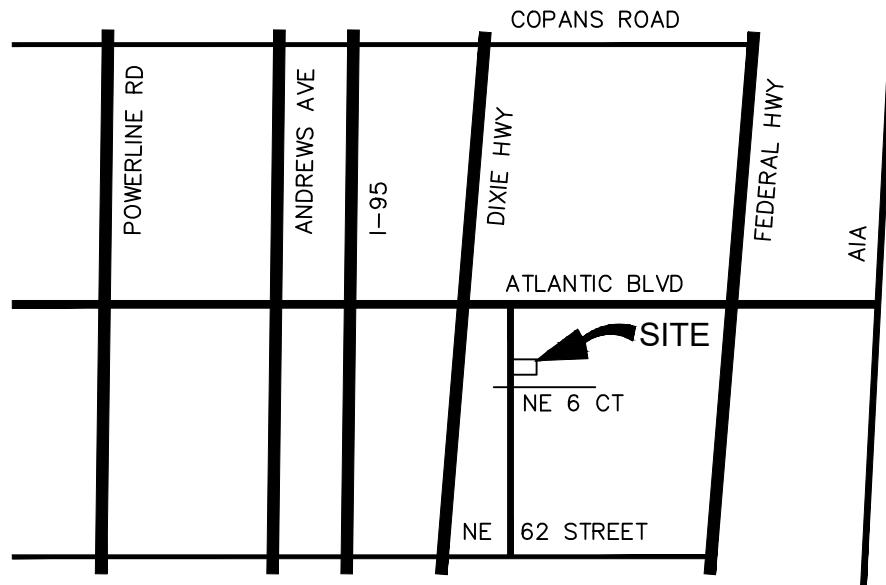
Ken Gardner
Karl Semler
FL IA #1569
FL LA #6667205

Scale: 1" = 10'-0"

Job No. 2022-1600
Date 7/01/2022
Sheet No. L1-01

Drawn by GSLA
Appr. by KG

Plt Date 09/01/2022
1 of 5



LOCATION SKETCH NTS

NOTE: LANDSCAPE MATERIALS OTHER THAN SOD ARE NOT ALLOWED WITHIN (5') FIVE FEET OF ANY PORTION OF CITY OWNED UTILITIES WITHIN THE PUBLIC STREET RIGHT-OF-WAY INCLUDING METERS, HYDRANTS, SERVICE LINES ETC. NO TREES, SHRUBBERY OR OBSTRUCTION SHALL BE PLACED WITHIN A 3' RADIUS OF A CITY-OWNED SEWER LATERAL CLEANOUT OR WATER AND/OR REUSE METER.

NOTE: ALL HEDGES ABUTTING CITY RIGHTS OF WAY ARE MAINTAINED AT A HEIGHT NO GREATER THAN 24". IT IS STAFF'S RECOMMENDATION THAT ALL TREES VUA PERIMETER TREES BE 14' O.A TO CREATE A LARGEST CPTD CLEAR LINE OF SIGHT FROM ROADWAY.

NOTE: A PRE-CONSTRUCTION MEETING WITH URBAN FORESTRY IS REQUIRED BEFORE ANY WORK IS PERFORMED ON SITE. (WHERE THERE IS TREE PROTECTION AND/OR PLANT MATERIAL IS INSTALLED ON SITE).

NOTE: ALL ROAD ROCK, CONCRETE, ASPHALT, AND OTHER NON NATURAL MATERIAL BE REMOVED FROM ALL PLANTING AREAS PRIOR TO LANDSCAPE INSTALLATION AND BE REPLACED WITH PLANTING SOIL PRIOR LANDSCAPE INSTALLATION.

NOTE: ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE WITH A MINIMUM OF 90% OVERLAP OF SPRAY. THIS SYSTEM SHALL BE EQUIPPED WITH AN AUTOMATIC RAIN SHUT-OFF DEVICE.

REFER TO SHEET L1-03 FOR PLANTING SPECIFICATIONS & DETAILS

NOTE: THERE ARE OVERHEAD POWERLINES WITHIN PROPERTY. NO OVERHEAD POWERLINES ARE TO BE BURIED.

NOTE: MATERIAL AND EQUIPMENT HEIGHT SHALL NOT EXCEED HEIGHT OF THE SCREENING FENCE OR WALL.

NOTE: ALL TREE WORK WILL REQUIRE PERMITTING BY A REGISTERED BROWARD COUNTY TREE TRIMMER.

CITY OF POMPANO BEACH: MINIMUM DEVELOPMENT SITE LANDSCAPING

ZONING: B-3 GENERAL BUSINESS

TOTAL SITE AREA: 22,430 S.F. (0.515 ACRES)
BUILDING AREA: 0 S.F.
PERVIOUS AREA: 2,493 S.F. (0.057 ACRES)
IMPERVIOUS AREA: 19,937 S.F. (0.458 ACRES)

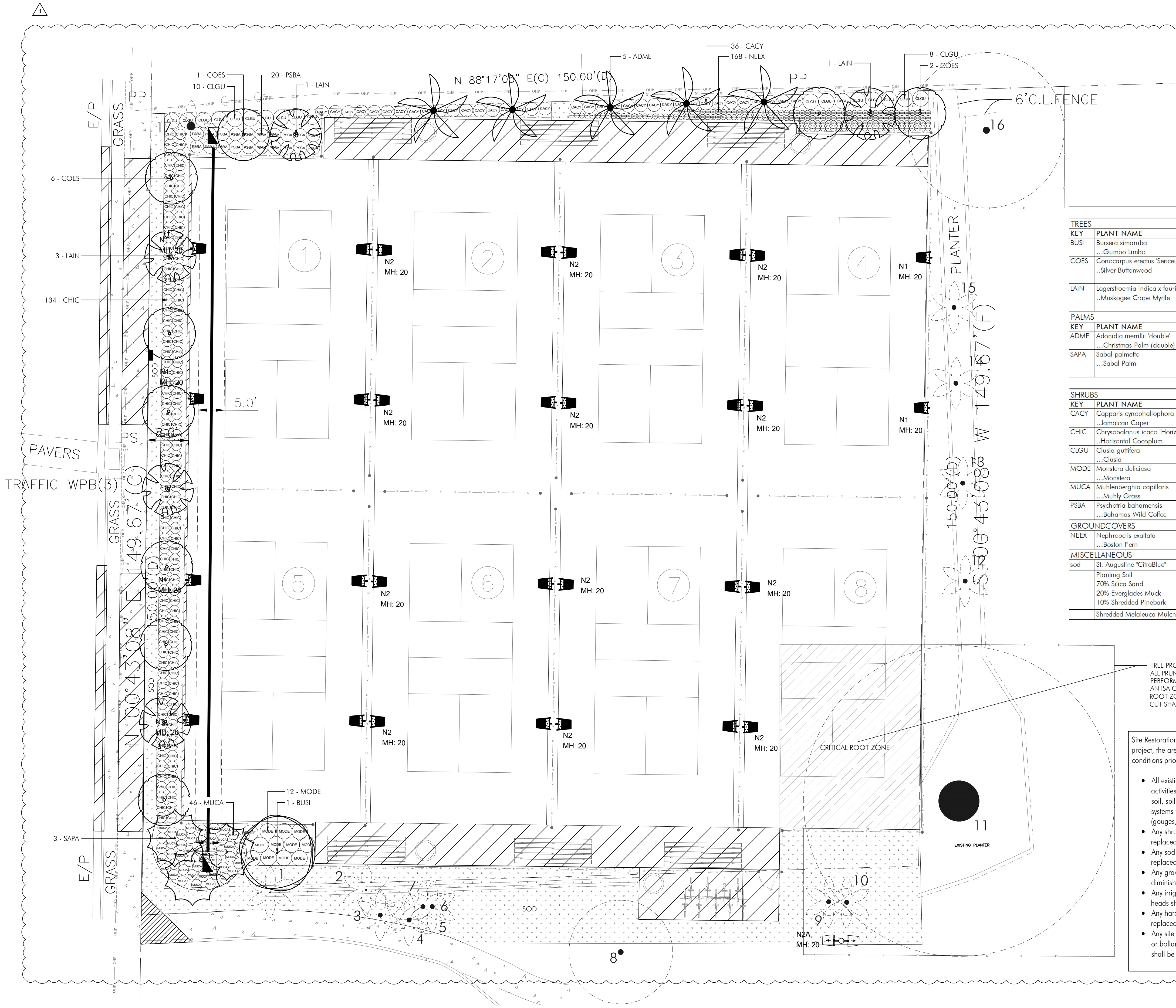
SITE REQUIREMENTS:

CODE: 1 TREE AND 5 SHRUBS PER 3,000 S.F. OF LOT AREA OR MAJOR FRACTION THEREOF.

REQUIRED TREES: 8
REQUIRED SHRUBS: 40
PROPOSED TREES: 11 (11 NATIVE)
PROPOSED SHRUBS: 266 (254 NATIVE)

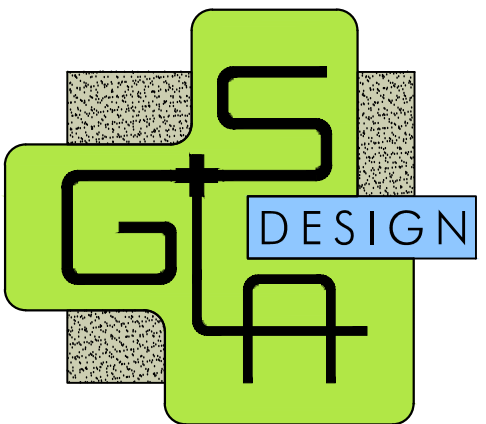
STREET TREE REQUIREMENT: 1 TREE PER 40 L.F. (150 L.F./40' = 4)

REQUIRED STREET TREES: 4
PROPOSED STREET TREES: 4 (4 NATIVE)



NOTE: ANY EXISTING TREES THAT REQUIRE ROOT PRUNING WILL ALSO REQUIRE ADDITIONAL IRRIGATION AND STABILIZATION SUPPORTS TO HELP THE TREE COMPENSATE FOR ROOT LOSS

NOTE: CITY OF POMPANO BEACH MAY ISSUE FINES AND PENALTIES FOR ENCROACHMENT INTO THE CRITICAL ROOT ZONES AND WITHIN THE TREE PROTECTION ZONE FOR EXISTING TREES MARKED TO BE PROTECTED AND PRESERVED.



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PLANT LIST

TREES	KEY	PLANT NAME	QTY.	UT.	SIZE
BUSI	Bursera simaruba	1	ea.	14' tall x 5' spread, 3" DBH, 4' CT min.	
COES	Conocarpus erectus 'Sericeus'	9	ea.	12' tall x 6' spread, (multi trunk) 3 trunks (totalling 3" min. DBH) lifted to tree form	
LAIN	Lagerstroemia indica x fauriei 'Muskogee'	5	ea.	12' tall x 6' spread, (multi trunk) 3 trunks (totalling 3" min. DBH) lifted to tree form	

PALMS	KEY	PLANT NAME	QTY.	UT.	SIZE
ADME	Adonidia merillii 'double'	5	ea.	16'-18" tall OA, Double	
SAPA	Sabal palmetto	3	ea.	28' tall OA, smooth curved/character trunks, hurricane cut	

PLANT LIST

SHRUBS	KEY	PLANT NAME	QTY.	UT.	SIZE
CACY	Capparis cynophallophora	36	ea.	24" x 24", install 24" o.c.	
CHIC	Chrysobalanus icaco 'Horizontalis'	134	ea.	12" x 18", install 18" o.c.	
CLGU	Clusia guillera	18	ea.	30"x30"	
MODE	Monstera deliciosa	12	ea.	30" x 30", mature leaves, install 36" o.c.	
MUCA	Muhlenbergia capillaris	46	ea.	3 gal cans, 24" o.c.	
PSBA	Psychotria bahamensis	20	ea.	18"x18"	

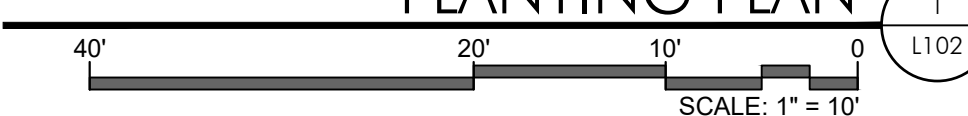
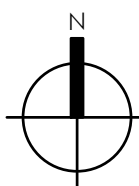
GROUNDCOVERS	KEY	PLANT NAME	QTY.	UT.	SIZE
NEEX	Nephrolepis exaltata	168	ea.	1 gal cans, install 12" o.c.	

MISCELLANEOUS	KEY	PLANT NAME	QTY.	UT.	SIZE
sod	St. Augustine 'CitraBlue'	as req.	s.f.	solid sod	
	Planting Soil	as req.	c.y.	excavate and backfill 18" depth in all planting areas.	
	20% Everglades Muck	as req.	c.y.		
	10% Shredded Pinebark	as req.	c.y.		
	Shredded Melaleuca Mulch	as req.	c.y.	3" layer in all shrub beds	

TREE PROTECTION FENCE/CRITICAL ROOT ZONE:
ALL PRUNING AND ROOT PRUNING REQUIRED SHALL BE PERFORMED BY OR UNDER THE DIRECT SUPERVISION OF AN ISA CERTIFIED ARBORIST. PRUNING WORK WITHIN CRITICAL ROOT ZONE SHALL BE AS MINIMAL AS POSSIBLE AND ANY ROOTS CUT SHALL BE CUT SMOOTH WITH A SHARP SAW.

Site Restoration Notes (It is the intention that at the completion of the project, the areas impacted by construction will meet or exceed the conditions prior to start of work):

- All existing trees shall be protected at all times during construction activities and after project completion, there will be no filling of soil, spilling materials or soil compaction over existing root systems within the critical root zone. There will be no marks (gouges, scrapes, etc.) on tree trunks nor any broken branches.
- Any shrubs or groundcovers destroyed by construction will be replaced in kind with respect to species and size.
- Any sod that has been killed or rutted shall be made smooth and replaced.
- Any gravel/mulch/filter fabric that has been damaged or diminished shall be replaced.
- Any irrigation controllers, rains sensors, valves, laterals, piping, or heads shall be in proper working order.
- Any hardscape that has been broken or cracked shall be replaced.
- Any site furnishings such as benches, trash receptacles, light poles or bollards, water fountains, signs, etc. that have been damaged shall be replaced.



PLANTING PLAN

PLANTING PLAN

REVISIONS:
Revisions per City Bldg. Dept Dry Run 2024.01.11

THE CITY OF POMPANO BEACH'S
KIP JACOBY PARK PICKLEBALL COURTS

DRC/SITE PLAN
APPROVAL DOCUMENTS

SIGNATURE AND SEAL

Ken Gardner FL IA #1569
Kurt Semler FL IA #6667205

Scale: 1" = 10'-0"

Job No. 2022-1600	Sheet No. L1-02
Date 7/01/2022	Plt Date 09/01/2022
Drawn by GSLA	Appr. by KG
	2 of 5

LANDSCAPE SPECIFICATIONS
PART 1 - GENERAL

- 1.1 SCOPE
- A. Contractor shall provide all labor, materials, equipment, supervision, and related work necessary to complete the landscape work in accordance with the intent of the landscape plans, schedules and these specifications. The extent of work is shown on the drawings which are a part of this document.
- 1.2 CONTRACTOR QUALIFICATIONS
- A. Landscape installation work to be performed by a Contractor Certified by the Florida Nurserymen, Growers and Landscape Association (FNGLA) as a Certified Landscape Contractor. Any pruning to be supervised by an Arborist, certified by the International Society of Arboriculture (ISA) and licensed in County where work is performed.

- 1.3 INVESTIGATION OF UTILITIES
- A. Prior to beginning work, the Contractor shall be responsible to locate existing underground utilities. Check with all utility companies and Sunshine State, call (811).

- 1.4 SUBSTITUTIONS
- A. Only materials specified will be accepted, unless approved in writing by the Landscape Architect in advance.

- 1.5 PLANT SIZES
- A. All plant sizes shall equal or exceed the minimum sizes as specified in the plant list. If plant sizes of local codes and ordinances require larger plant material than specified on plans, then they shall supercede the sizes on the plan. When plant sizes are specified as a range of size, installed materials shall average the mean of the range specified. Plants shall be measured following pruning, with branches in normal position. All necessary pruning shall be done at the time of planting.

- 1.6 PLANT QUALITY
- A. All plant material shall be equal to or better than Florida No. 1 as classified by "Grades and Standards for Nursery Plants" by the Division of Plant Industry, Florida Department of Agriculture. They shall have a growth habit that is normal for the species; healthy, vigorous, free from insects, disease and injury.

- B. The Owner or Landscape Architect reserves the right to refuse any plant material which does not conform to the intent of the written specifications or design.

- C. CIRCULING ROOTS FOUND ON CONTAINER-GROWN MATERIAL WILL NOT BE ACCEPTED UNLESS REMEDIAL ROOT PRUNING, APPROVED BY THE LANDSCAPE ARCHITECT IS DONE BEFORE PLANTING.

- 1.7 PLANT QUANTITY
- A. The plant quantities shown on the plant list are to be used only as an aid to bidders. In the case of discrepancy between the plant list and the plan, the quantity on the plan shall override the plant list.

- 1.8 UNIT PRICES
- A. The successful bidder shall furnish to the Owner and the Landscape Architect, a unit price breakdown for all materials. The Owner may, at his discretion, add to or delete from the materials utilizing the unit price breakdown submitted to and accepted by the Owner.

- 1.9 SUBMITTALS
- A. Fertilizer: The Contractor shall submit to the Owner and Landscape Architect documentation that all the fertilizer used for the project is of the analysis specified and placed at the rates specified in section 2.2 FERTILIZER.

- B. Planting soil: The Contractor shall submit a sample of the planting soil (approximately 1 cu. Ft.) for approval by the Landscape Architect prior to delivery to the site.

- 1.10 CLEAN-UP & MAINTENANCE OF TRAFFIC
- A. Follow procedures in FDOT Index 600 for maintenance of traffic during construction.

- B. At the end of each work day, the Contractor shall remove debris and shall barricade the un-filled holes in a manner appropriate in the path of pedestrians and motorists.

- C. Upon completion of the work or any major portion of the work or as directed by the Landscape Architect, all debris and surplus material from his work shall be removed from the job site.

- 1.11 MAINTENANCE PRIOR TO ACCEPTANCE
- A. The Contractor is responsible to maintain the plantings until they are accepted under the provisions of 1.12 "ACCEPTANCE OF INSTALLATION".

1. Plants: Begin maintenance immediately following the final plant installation operation for each plant and continue until acceptance is complete and accepted. Maintenance shall include watering all plants, weeding, mulching, pest and disease control, tightening and repairing of guys, repair of braces, removal of dead growth, resetting of plants to proper grade or up-right position, restoration of plant structure, litter pick-up in plant beds and other necessary operations to assure specified minimum grade of Florida No. 1.

2. Turf Areas: Begin maintenance of turf immediately following the placement of sod and continue until sod installation is complete and accepted. Maintenance shall include but not be limited to, watering, leveling, mowing, weed and pest control, fungus and disease control and other necessary operations as determined by the Landscape Architect and good nursery practice.

3. Re-setting or straightening trees and palms:
- The Contractor shall re-set and/or straighten trees and palms as required at no additional cost to the Owner unless caused by sustained winds of 75 mph or more. Then, the costs of the operations may be charged to the owner. Re-set trees within 48 hours.

- 1.12 ACCEPTANCE OF INSTALLATION
- A. Inspection: Inspection of the work, to determine completion of contract work, exclusive of the possible replacement of plants and turf, will be made by the Landscape Architect at the conclusion of the maintenance period. Written notice requesting such an inspection and submitted by the Contractor at least ten (10) days prior to the anticipated date.

- 1.13 GUARANTEE
- A. Guarantee all plants for a period of one year (CCD). Guarantee shall commence from the date of written acceptance. Plant material which is on the site and scheduled to be relocated is not covered by the guarantee except in the case of Contractor's negligence or work that has been done in an unworkman-like manner. The Contractor is not responsible for loss due to acts of god, (i.e.) sustained winds of 75 mph or more, floods, frost, lightning, vandalism or theft.

- 1.14 REPLACEMENT
- A. Replacement shall be made during the guarantee period as directed by the Landscape Architect within ten (10) days from time of notification. For all replacement plant material, the guarantee period shall extend for an additional forty-five (45) days beyond the original guarantee period. The Contractor shall be responsible to provide water to the replacement plants in sufficient quantity to aid in their establishment. At the end of the guarantee period, inspection will be made by the Landscape Architect, upon written notice requesting such inspection and submitted by the Contractor at least five (5) days before the anticipated date. Replacement plants must meet the requirements of Florida No. 1 at time of inspection. Remove from the site all plants that are dead or in a state of unsatisfactory growth, as determined by the Landscape Architect. Replace these and any plants missing due to the Contractor's negligence as soon as conditions permit.

1. Materials and Operations: All replacement plants shall be of the same kind and size as indicated on the plant list. The Contractor shall supply and plant the plants as specified under planting operations.

2. Cost of Replacements: A sum sufficient to cover the estimated cost of possible replacements, including material and labor will be retained by the Owner and paid to the Contractor after all replacements have been satisfactorily made and approved by the Landscape Architect.

PART 2 - MATERIALS

2.1 PLANTING SOIL

- A. Planting soil for trees, shrubs and ground covers shall be of the composition noted on the plans, measured by volume.

- B. Soil for Sodded Areas: shall be coarse lawn sand.

2.2 FERTILIZER

- A. Fertilizer for trees, palms, shrubs, and groundcovers shall be as follows: LESCO Palm Special 13-3-13 or equal, Sulfur coated with iron and other minor elements and maximum of 2% chlorine, or brand with equal analysis. The fertilizer shall be uniform in composition, dry and free flowing and shall be delivered to the site in the original unopened containers, bearing the manufacturer's guaranteed analysis. Fertilizer for sod and seeded areas shall be 8-6-8, 50% organically derived nitrogen, or equal.

2.3 WATER

- A. The Contractor shall provide potable water on site, available from the start of planting. The Contractor is responsible to ascertain the location and accessibility of the water source. The Contractor is responsible to provide the means of distribution (i.e. water truck, hoses, etc.) for distribution of water to the planting areas.

2.4 MULCH

- A. Mulch shall be as specified on the Plant List.

2.5 ROOT BARRIER MATERIAL

- A. Root barrier material shall be 24" deep polypropylene panels by DeepRoot or approved equal.

- B. Install per details in the plans.

PART 3 - INSTALLATION PROCEDURES

3.1 LAYOUT

- A. Verify location of all underground utilities and obstructions prior to excavation.

3.2 HERBICIDE TREATMENT

- A. In all areas infested with weed and/or grass growth, a systemic herbicide shall be applied per manufacturer's rates. When it has been established where work will be done, the systemic herbicide shall be applied in accordance with manufacturer's labeling to kill all noxious growth. Contractor shall schedule his work to allow more than one application to obtain at least 95% kill of undesirable growth. If necessary, Contractor shall conduct a test to establish suitability of product and applicator to be used on this project, prior to execution of the full application.

3.3 PLANT PIT EXCAVATION AND BACKFILLING

- A. Trees: See the Planting and Bracing Details and notes.

- B. All planting holes shall be hand dug where machine dug holes may adversely affect utilities or improvements.

- C. Shrubs and Groundcover: Shrubs and groundcover shall be planted in a soil bed as described in the notes and details. Space shrubs and provide setback from curb and pavements as shown in the plans.

- D. Watering of field-grown plants: Thoroughly puddle in water to remove any air pockets in the plant hole.

3.4 WATERING

- A. The Contractor is responsible to provide the water for all new plants and transplants and means of distribution (i.e. hand watering or water truck) during the maintenance period and extending into the period after acceptance until the full schedule as listed below is complete. Water for trees and other large field-grown plants shall be supplemented by hand or water truck, in addition to the irrigation system, (if one is provided). Contractor can adjust watering schedule during heavy rain season upon approval of the Landscape Architect.

AMOUNT OF WATER PER APPLICATION

- For trees up to 5 inch caliper - 5 gallons
From 5 to 8 inch caliper - 25 gallons
9 inch and up caliper - 50 gallons

FREQUENCY OF WATER

- Daily for the first week
3 times per week for weeks 2 - 5
2 times per week for weeks 6 - 8
1 time per week for weeks 9 - 12

- B. Water in plants by thoroughly soaking of the entire root ball immediately after planting. For large trees and shrubs, add water while backfilling hole to eliminate any air pockets in the soil around the root ball.

- C. Water shrubs, sod and groundcover a minimum of once daily for a week or until an irrigation system is fully operational. If no irrigation system is to be installed, the Contractor shall be responsible for watering the shrub, sod, and groundcover for the time specified above, after installation of each section of the planting installed.

3.5 FERTILIZING

- A. Add fertilizer on top of the surface of shrubs beds and tree and palms root balls two (2) months after installing and within two (2) days after installing after planting of each segment of the job. Fertilizer shall be applied after soil has been well moistened. Fertilizer shall be washed off of plant leaves and stems immediately after application. Apply at the following rates:

1. Trees and Large Shrubs: One (1) pound per inch of trunk diameter, spread evenly over the root ball area.

2. Shrubs: One half (1/2) handful per shrub, spread evenly over the root ball area.

3. Groundcover: Twelve (12) pounds per 100 sq. ft. of bed area.

4. Sod: Twelve (12) pounds per 1,000 sq. ft. Wash fertilizer off blades immediately after spreading.

3.6 MULCHING

- A. Spread mulch three (3) inches thick uniformly over the entire surface of shrubs and groundcover beds, depth measured after settling, unless otherwise specified in the plans. Provide 36" diameter bed of mulch, measured from outer edge of the trunk, for all trees and palms planted in sod areas. Keep mulch away from contact with the trunk. Create a 6" high ring of mulch at the outer edge of tree and palm holes.

3.7 GUYING AND BRACING

- A. See the details bound herewith or made part of the plans.

3.8 SODDING

- A. Provide a blanket of lawn sand as described in the notes in these plans. Prior to planting, remove stones, sticks, etc. from the sub-soil surface. Excavate existing non-conforming soil as required so that the finish grade of sod is flush with adjacent pavement or top of curbs as well as adjacent sod in the case of sod patching.

- B. Place sod on moistened soil, with edges tightly butted, in staggered rows at right angles to slopes. The sod shall be rolled with a 500 pound hand roller immediately after placing.

- C. Keep edge of sod bed a minimum of 18" away from groundcover beds and 24" away from edge of shrub beds and 36" from trees, measured from the edge of plant or tree trunk.

- D. Sod shall be watered immediately after installation to uniformly wet the soil to at least two inches below the bottom of sod strips.

- E. Apply fertilizer to the sod as specified in Section 3.5.

- F. Excavate and remove excess soil so top of sod is flush w/top of curb or adjacent pavement, or adjacent existing soil.

PLANT BED PREPARATION NOTES

1. In all areas where new sod and shrub and groundcover masses are to be planted, kill all existing weeds by treating with systemic herbicide prior to beginning soil preparation.

2. In all shrub and groundcover beds, excavate and backfill soil as described in "Plant List(s)". If no specific preparation is noted, prepare soil as described below for either condition, over the entire area to be planted:

- Condition A:
If any compacted road base or asphalt or rocky soil is encountered, remove compacted material entirely to allow an 18" depth of planting soil per plant list unless otherwise stated. Backfill the entire area of the shrub and groundcover beds with 18" planting soil (as specified in Plans) to within 2 inches of the adjacent pavement or top of curb. Remove all debris and rocks and pebbles larger than 2 inches in size and level the grade before planting.

- Condition B:
Where no compacted soil is encountered, thoroughly mix 6 inches of planting soil per plant list into the existing soil to a depth of 18 inches unless otherwise stated. If required, excavate and remove the existing soil to lower the grade, so that the prepared mix is finished to a minimum of 2 inches below top of curb or adjacent walkway. Remove all debris and rocks and pebbles larger than 2 inches in size and level the grade before planting.

- For all sod areas, spread a 2" deep layer of lawn sand prior to sodding. Remove all debris and rocks and pebbles larger than 2 inches in size and level the grade before sodding. Remove, if required, existing soil so that top of sod is flush with and adjacent top of curb or pavement.

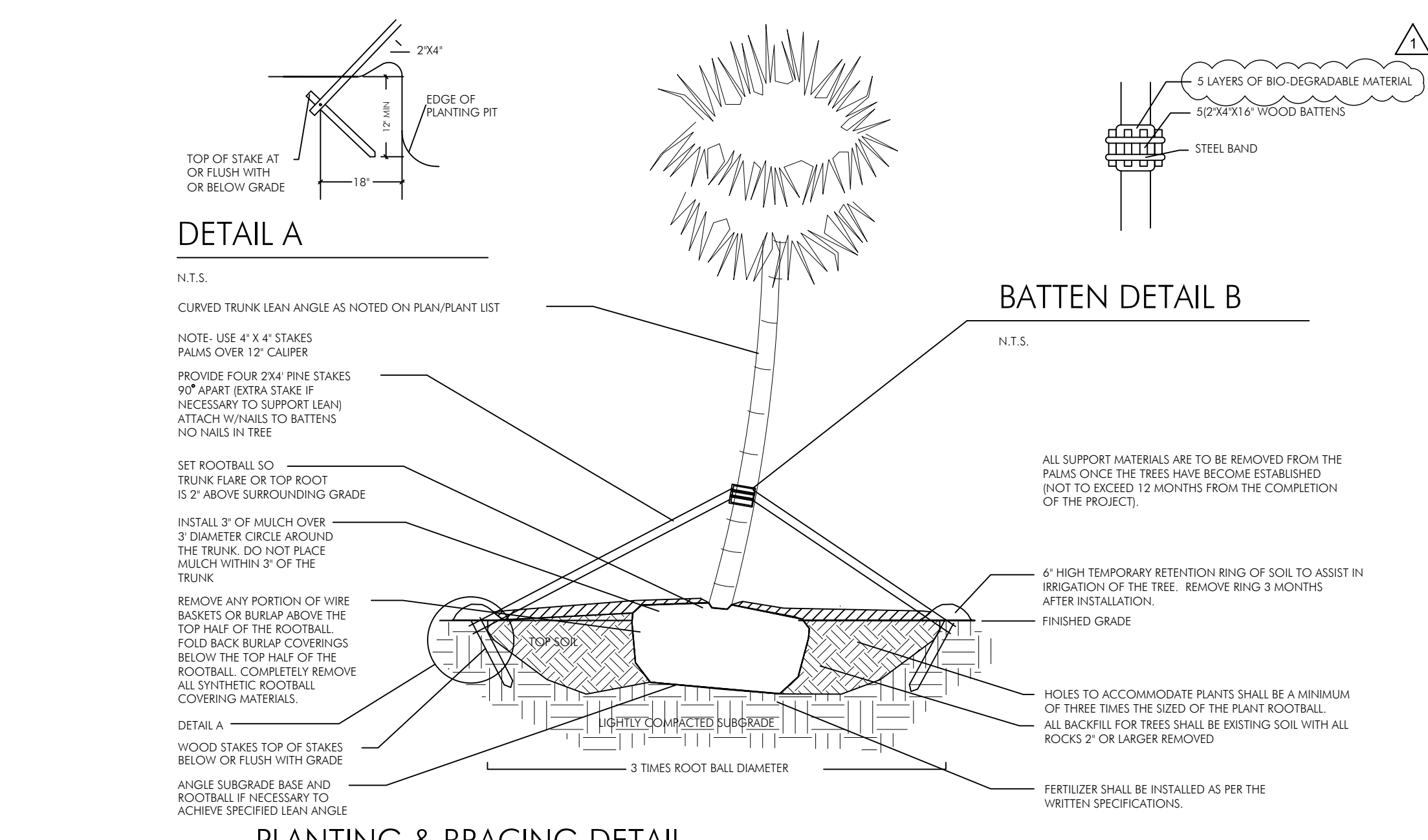
- For Trees and shrubs larger than 7 gallon. Add Diehard® transplant inoculant supplied by Horticultural Alliance, Inc. (800-626-6373) or equal. Mix into top 8-10 inches of planting hole, making sure it is contact with the root ball. Add at a rate specified by manufacturer (typically 4oz. per 1 inches of trunk caliper or 7 gallon can).

SPACING OF PLANTS (SEE PLANT SPACING DETAIL)

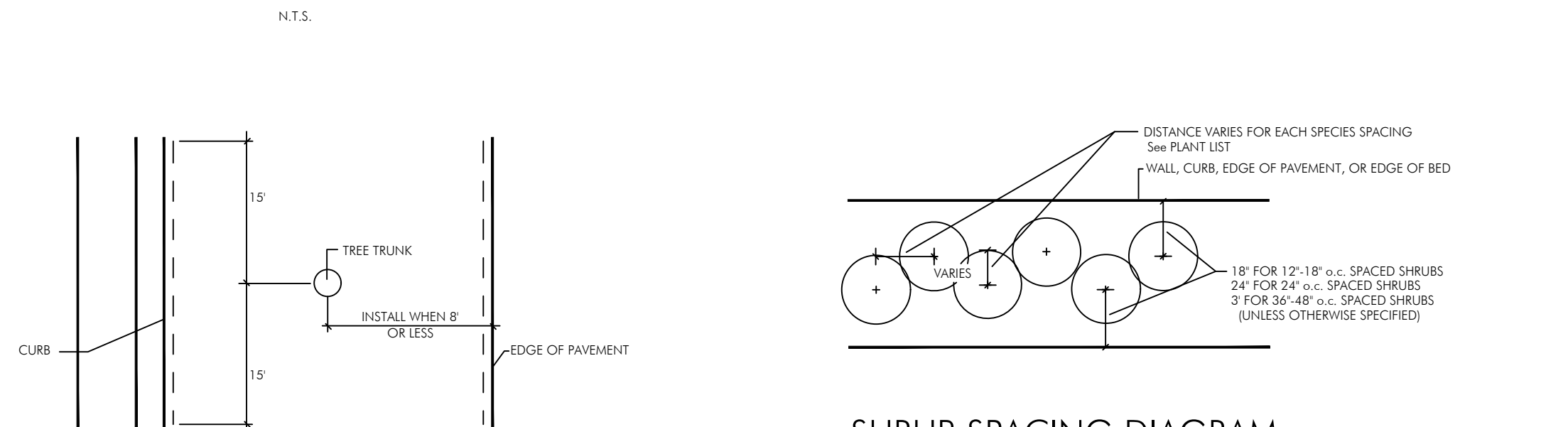
1. Plants shall be planted sufficiently away from edges of pavements or curbs, to allow for growth toward the edges of the bed.

PROTECTION OF PLANTS

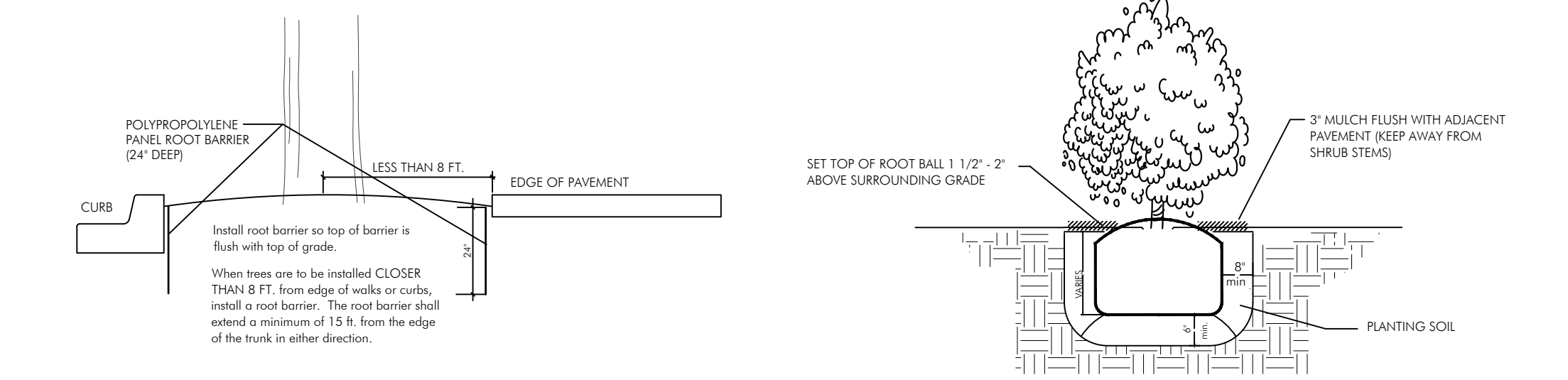
1. The Contractor shall be responsible to protect existing trees and shrubs in and adjacent to the area of work. Erect barriers as necessary to keep equipment and materials, any toxic material, away from the canopy drip line of trees and shrubs. DO NOT PILE SOIL OR DEBRIS AGAINST TREE TRUNKS OR DEPOSIT NOXIOUS BUILDING SUPPLIES OR CHEMICALS WITHIN THE DRIP LINE.



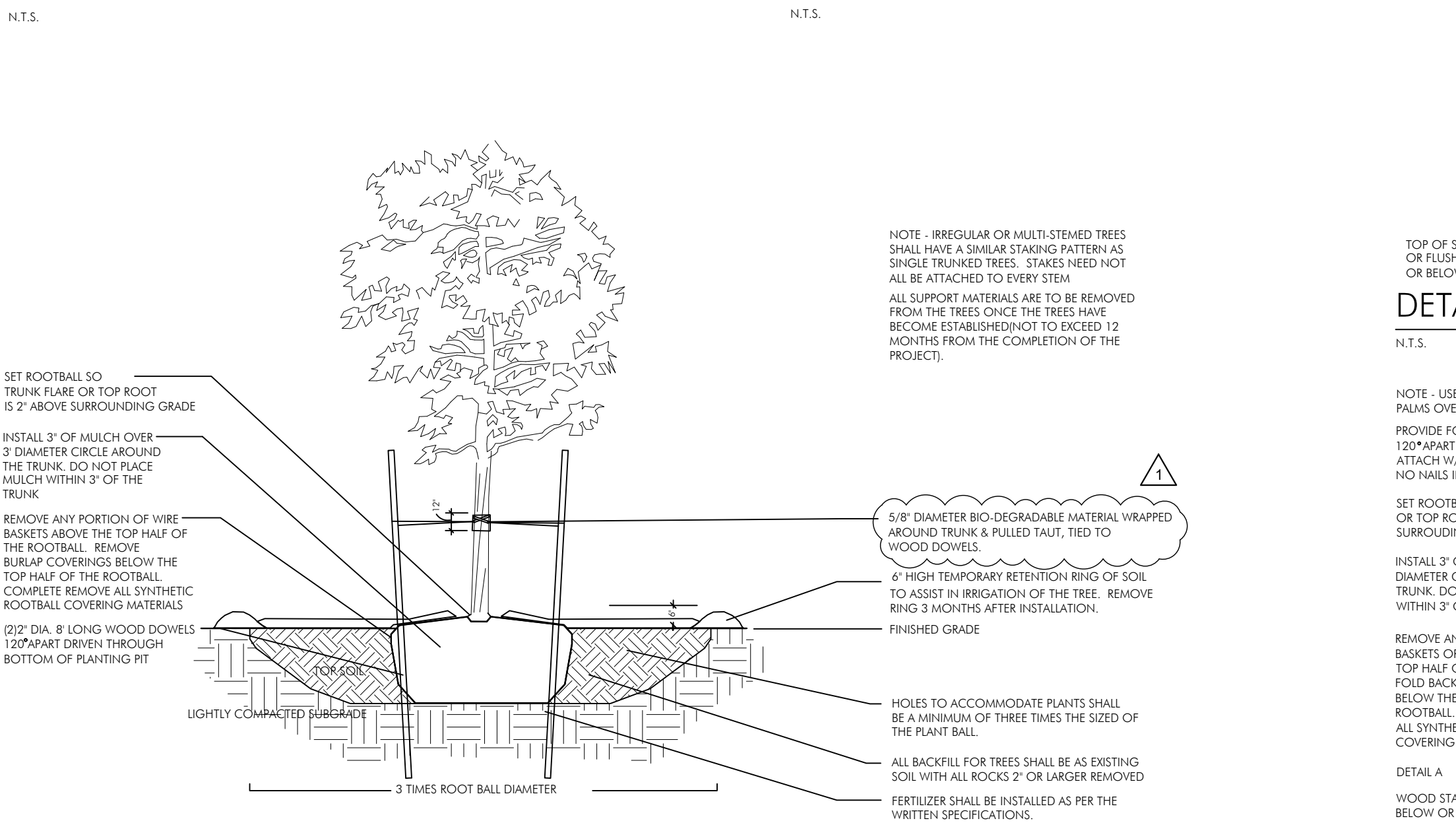
PLANTING & BRACING DETAIL
FOR LEANING/CROOKED PALMS



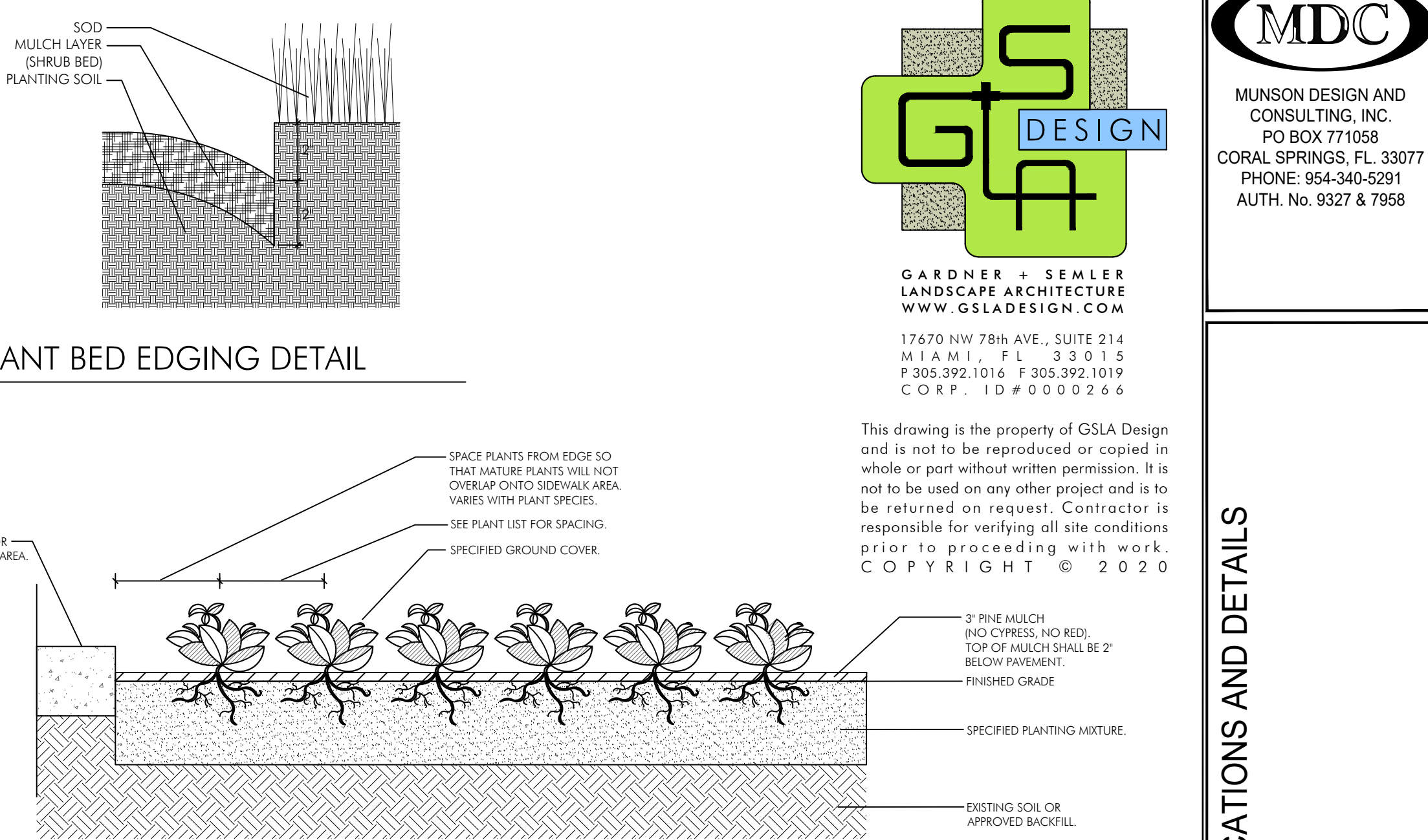
PLAN VIEW



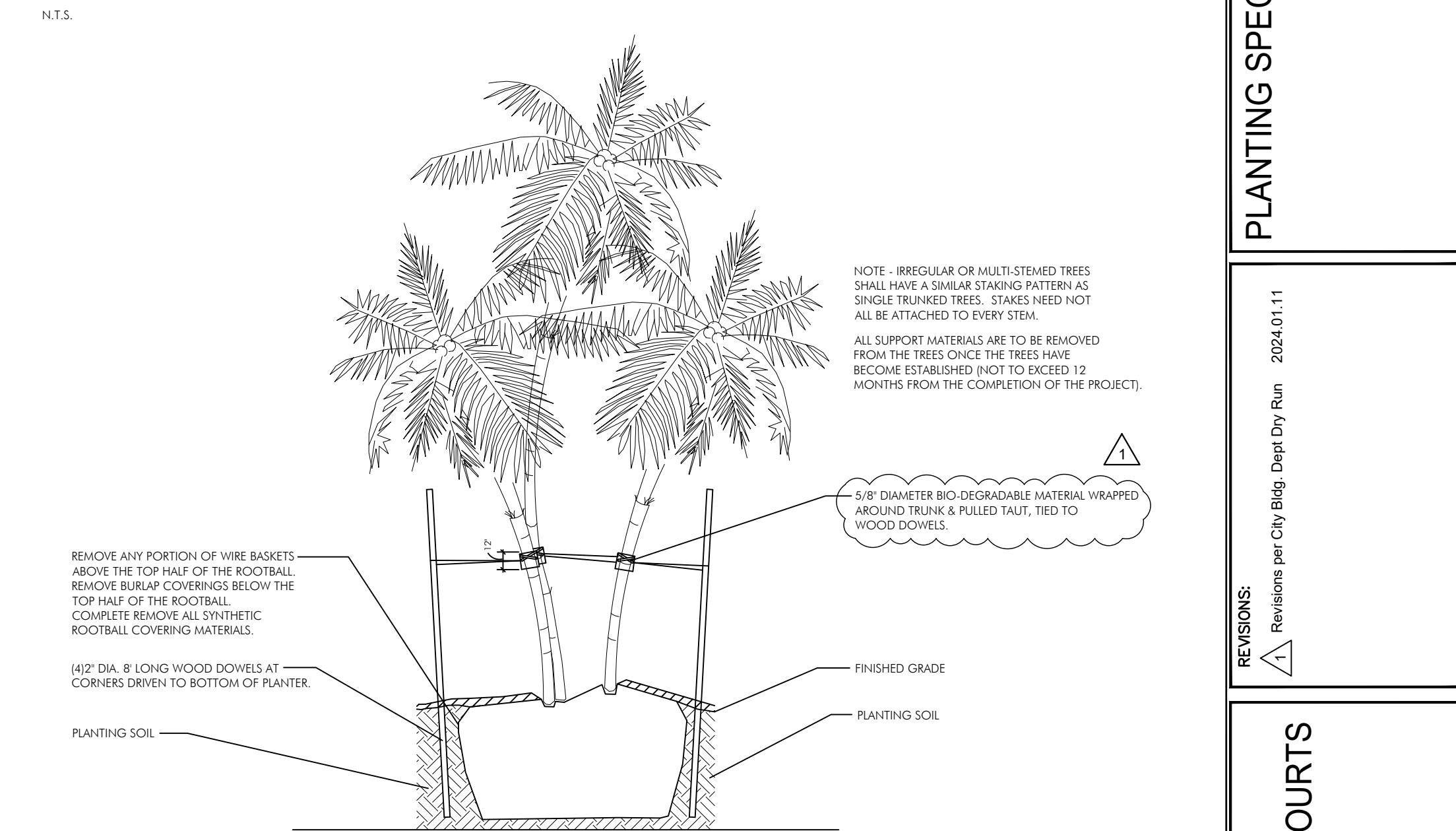
ROOT BARRIER INSTALLATION DETAIL



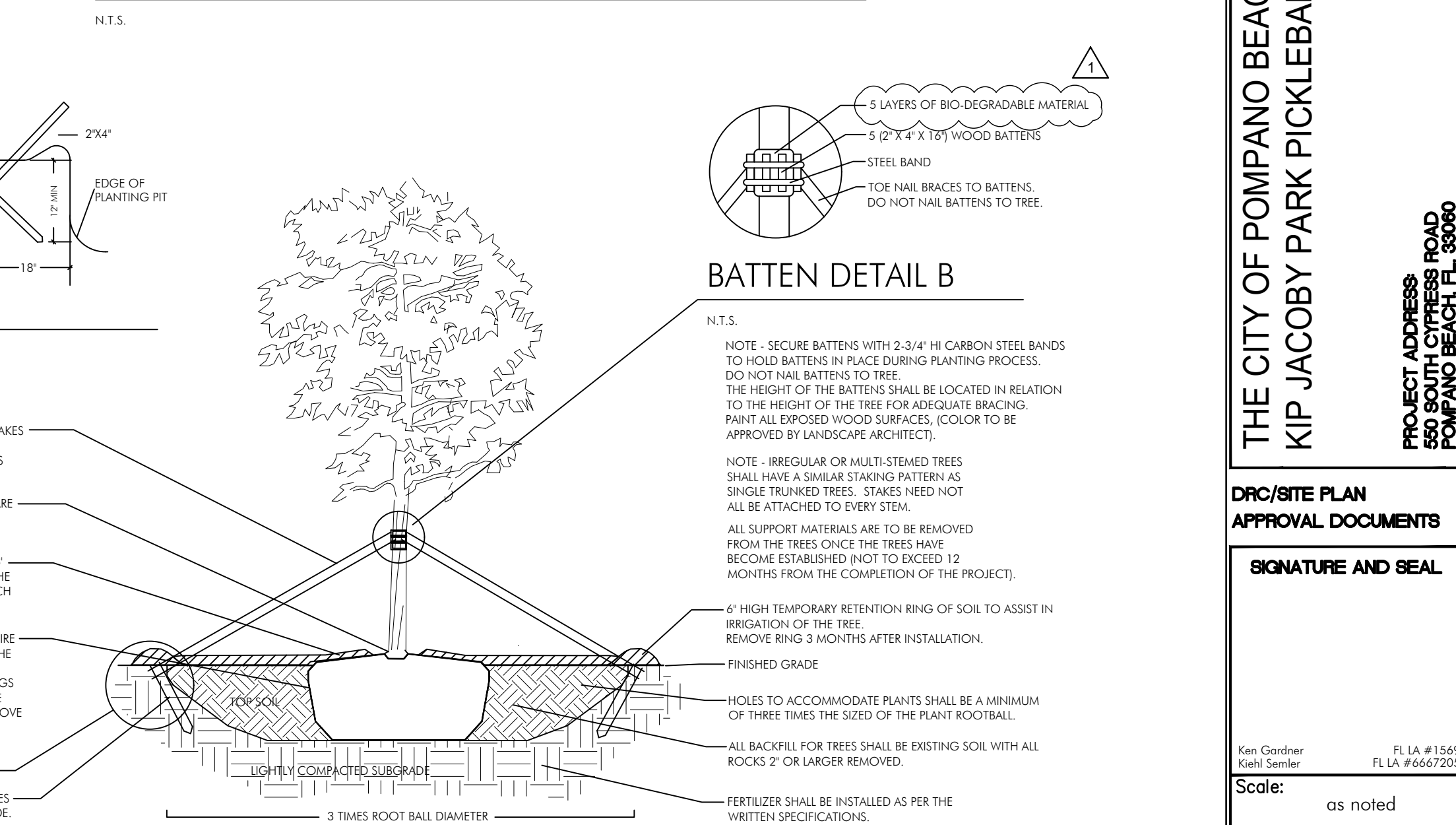
PLANTING & BRACING DETAIL
UNDER 3 1/2" CALIPER



GROUND COVER PLANTING DETAIL



MULTI-TRUNKED TREE/PALM BRACING DETAIL



PLANTING & BRACING DETAIL
OVER 3 1/2" CALIPER



17570 NW 78th AVE., SUITE 214
M I A M I, F L 3 3 0 1 5
P 305.392.1016 F 305.392.1019
C O R P. I D # 0 0 0 0 2 6 6

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C O P Y R I G H T © 2 0 2 0



PLANTING SPECIFICATIONS AND DETAILS

REVISIONS:
2024.01.11
Revisions per City Bldg. Dept Dry Run

THE CITY OF POMPAHO BEACH'S
KIP JACOBY PARK PICKLEBALL COURTS

DRC/SITE PLAN
APPROVAL DOCUMENTS

SIGNATURE AND SEAL

Ken Gardner FL IA #1569
Keith Semler FL LA #6667205

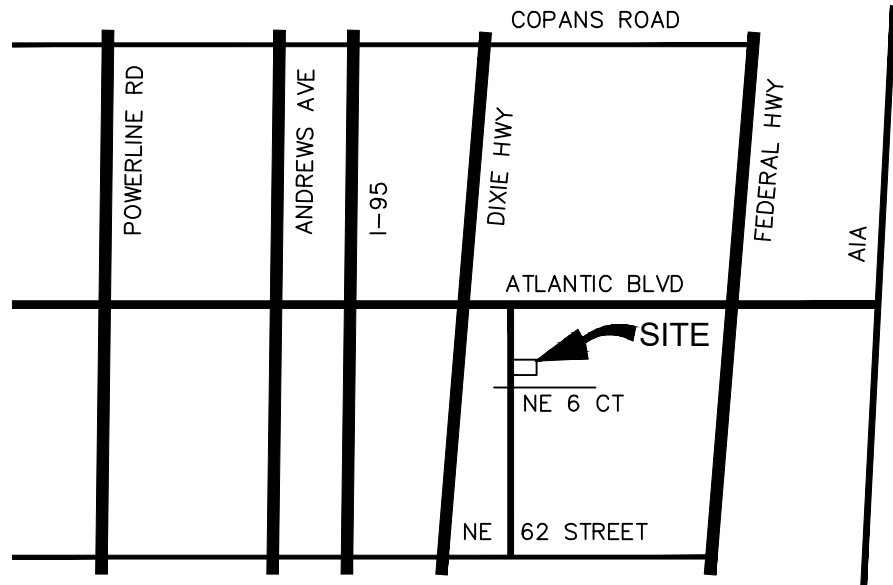
Scale: as noted

Job No. 2022-1600 Sheet No. L1-03

Date 7/01/2022

Drawn by GSLA Pld Date 09/01/2022

Appr. by KG 3 of 5



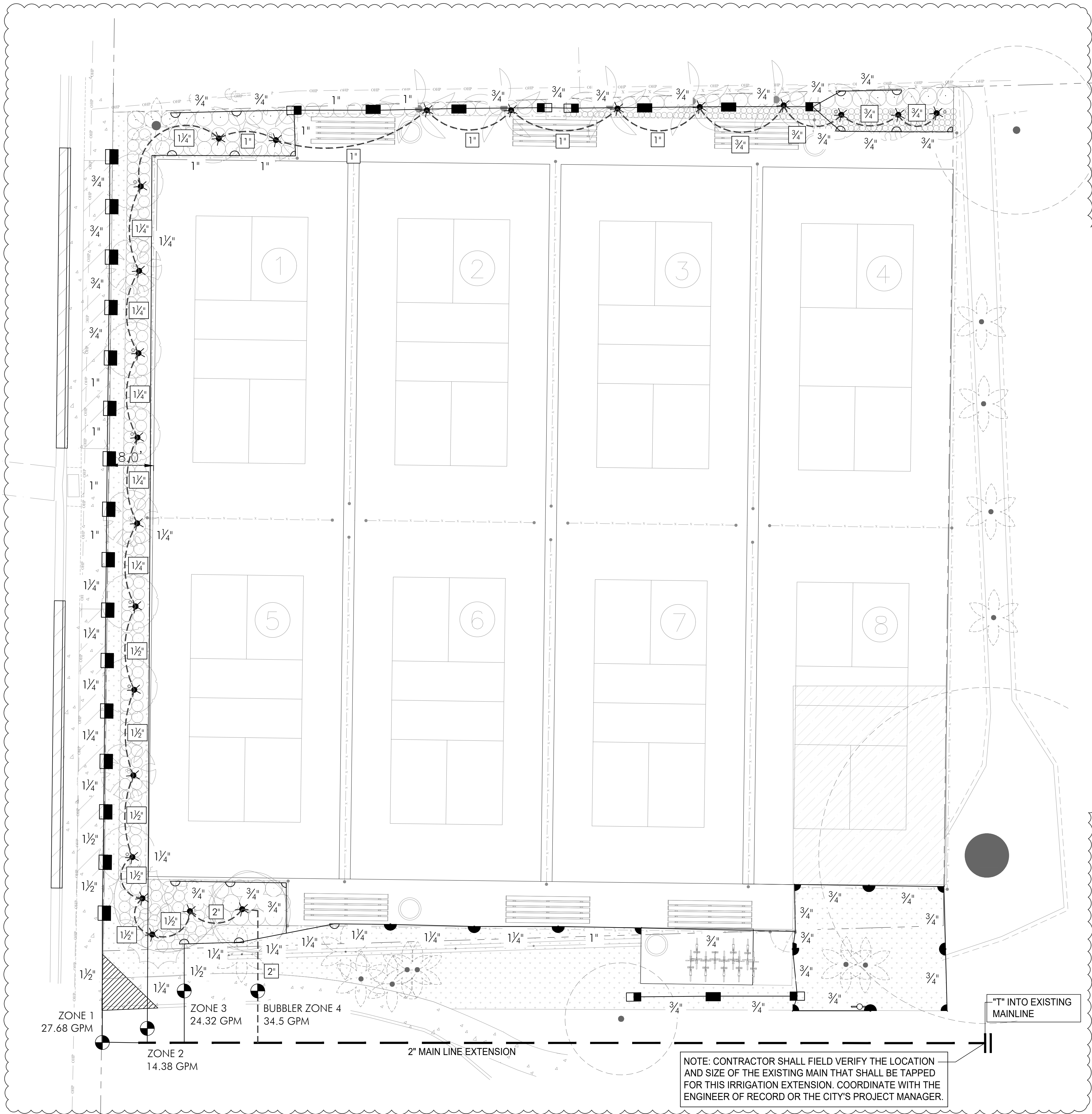
LOCATION SKETCH NTS

NOTE: PROPOSED IRRIGATION HEAD LAYOUT TO CONNECT TO EXISTING IRRIGATION SYSTEM. TO BE DONE BY CONTRACTOR.

NOTE: ANY EXISTING TREES THAT REQUIRE ROOT PRUNING WILL ALSO REQUIRE ADDITIONAL IRRIGATION AND STABILIZATION SUPPORTS TO HELP THE TREE COMPENSATE FOR ROOT LOSS

CYPRESS ROAD

80' R/W



IRRIGATION MATERIALS LIST		
KEY	ITEM	QTY.
---	PVC laterals shall be Class 200 PVC (sized as shown on plans)	as required
---	MAIN shall be Class 200 PVC	as required
- - - -	Bubbler Zone Piping	as required
==	PVC sleeves shall be Class 200 PVC (sized double the width of the pipe running through it)	as required
	Flexible PVC or Polypipe (for swing joints)	as required
WM	WATER METER (See Civil Plans)	as required
EC	Electric Controller RAINBIRD ESP Series Controller	as required
Δ	Rainbird RSD Series Rain Sensor (locate in area of free rainfall)	as required
⬤	RAINBIRD 200-PESB 2" Electromechanical Solenoid Control Valve	4
	Irrigation Control Wire	as required
★	RAINBIRD 1300A-F Adjustable Flood Bubbler 1300A-F (1.5 gpm)	23
	RAINBIRD Spray Heads 1800 @ 30 PSI Series w/MPR nozzles	as required
	6" pop-up in grass areas	
	12" pop-up on risers in shrub beds	
■	15-cst (1.21 gpm)	
■	15-est (.61 gpm)	
■	9-ast (1.73 gpm)	
■	10-H (.79 gpm)	
■	10-Q (.39 gpm)	
■	15-H (1.85 gpm)	
■	15-T (1.23 gpm)	
■	15-Q (.92 gpm)	

LATERAL PIPE SIZING
The Contractor is responsible to properly size all laterals. All laterals shall be sized according to the following schedule. Total gallonage per pipe section shall be calculated by adding the GPM per head for every head downstream of the pipe.

PIPE SIZING CHART	
SIZE	GPM
3/4"	0-8 GPM
1"	8-14 GPM
1 1/2"	14-24 GPM
1 1/2"	24-32 GPM
2"	32-50 GPM
2 1/2"	50-75 GPM
3"	60-110 GPM
4"	110-190 GPM

MUNSON DESIGN AND CONSULTING, INC.
PO BOX 771058
CORAL SPRINGS, FL 33077
PHONE: 954-340-5291
AUTH. No. 9327 & 7958

GARDNER + SEMLER
LANDSCAPE ARCHITECTURE
WWW.GSLADESIGN.COM

17570 NW 78th AVE., SUITE 214
MIAMI, FL 33015
P 305.392.1016 F 305.392.1019
CORP. ID # 0000266

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IRRIGATION HEAD LAYOUT PLAN

REVISIONS:		
Δ	Revisions per City Bldg. Dept Dry Run	2024.01.11
Δ	City Comments	2024.08.20

THE CITY OF POMPANO BEACH'S
KIP JACOBY PARK PICKLEBALL COURTS

PROJECT ADDRESS:
850 SOUTH CYPRESS ROAD
POMPANO BEACH, FL 33060

DRC/SITE PLAN
APPROVAL DOCUMENTS

SIGNATURE AND SEAL

Ken Gardner Kurt Semler Scale: 1" = 10'-0"	
Job No. 2022-1600	Sheet No. L1-04
Date 7/01/2022	
Drawn by GSLA	Plt Date 09/01/2022
Appr. by KG	4 of 5




1. MATERIALS AND INSTALLATION, AS A MINIMUM, ARE TO CONFORM WITH THE ADOPTED EDITION OF THE NATIONAL ELECTRIC CODE NEC-2017, FBC-2020, FPFC 7TH EDITION, NFPA 72-2016, LOCAL CODES, ORDINANCES, INCLUDING ALL AMENDMENTS TO THE N.E.C., EQUIPMENT, WHERE APPLICABLE, WILL BE LISTED WITH THE UNDERWRITERS LABORATORIES, INC. QUALITY AND WORKSMANSHIP ESTABLISHED BY DRAWINGS AND SPECIFICATIONS ARE NOT TO BE REDUCED BY THE ABOVE MENTIONED CODES.

31. IF ELECTRICAL CONTRACTOR HAS QUESTIONS, OR IN THEIR OPINION FINDS OMISSIONS OR ERRORS ON ELECTRICAL DOCUMENTS, IT IS THEIR RESPONSIBILITY TO BRING THIS TO THE ATTENTION OF THE ELECTRICAL ENGINEER IMMEDIATELY. IF ELECTRICAL CONTRACTOR PROCEEDS WITH ANY CHANGES TO THE CONTRACT DOCUMENTS, WITHOUT WRITTEN PRIOR APPROVAL FROM THE ELECTRICAL ENGINEER, CONTRACTOR WILL NOT BE COMPENSATED.

CONNECTED LOAD LINE 1:	6.0	CONTINUOUS & LARGEST MOTOR @ 25%:	2.7	note 1	verify max. O.C.P.D. with nameplate
CONNECTED LOAD LINE 2:	4.8	CONNECTED MOTOR LOADS @ 100%:	0.0	note 2	lockable circuit breaker
		CONNECTED LIGHTING LOAD @100%:	10.8	note 3	non-concurrent load
TOTAL CONNECTED LOAD:	10.8			note 4	G.F.C.I. type circuit breaker
RECEPT. CONNECTED LOAD:	0.0	RECEPTACLE COMPUTED LOAD:	0.0	note 5	photo cell controlled
		TOTAL COMPUTED LOAD:	14 KVA	note 6	time switch controlled
			56 AMPS	note 7	mechanically held lighting contactor





DL	DESCRIPTION
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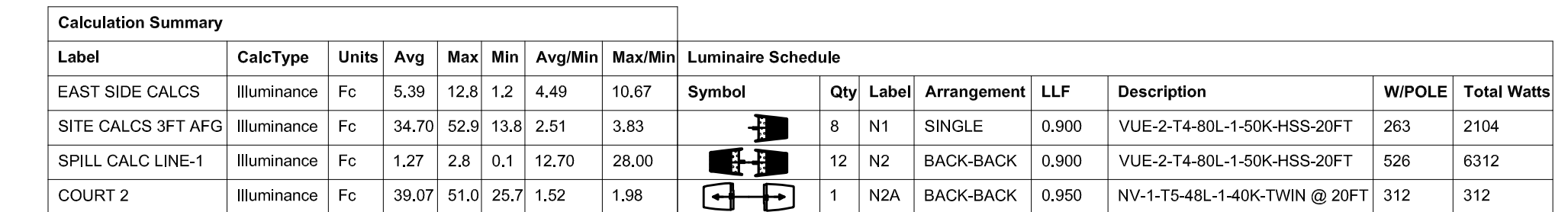
	DUPLEX RECEPT. (15A, +18"O.C. FROM A.F.F, U.N.D)
	DUPLEX RECEPTACLE INSTALLED ABOVE COUNTER (20A, +6"O.C., ABOVE COUNTER, U.N.D)
	QUAD RECEPT. (15A, +18"O.C. FROM A.F.F, U.N.D)

[illegible]

N	NEW FIXTURE	MWC	MINIMUM WORK CLEARANCE
R	RELOCATED FIXTURE	OC	OVER CURRENT PROTECTION
E	INDICATES AN EXISTING FIXTURE TO REMAIN	OC	ON CENTER
T/L	TWIST LOCK	EN	EXISTING LOCATION WITH NEW DEVICE

SYMBOL	DESCRIPTION
--------	-------------

NEMA 1	(PNLS SHALL BE MTD @ +60" A.F.F. U.N.D)	
 METER NEMA 3R	METER 5'-0" TO 6'-0" A.F.G.	 MLO FEED THRU BUS





**Consulting
Engineers**

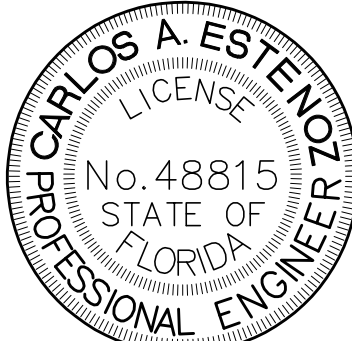
Tel 954-224-1415
carlos@ee2pe.com

I, CARLOS A. ESTENOZ, P.E.#48815, CERTIFY THAT I CURRENTLY HOLD AN ACTIVE LICENSE IN THE STATE OF FLORIDA AND AM COMPETENT THROUGH EDUCATION OR EXPERIENCE TO PROVIDE ENGINEERING SERVICES IN THE ELECTRICAL DISCIPLINE CONTAINED IN THIS PLAN. I FURTHER CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AS DEFINED IN CHAPTER 61G15-18.001 F.A.C. MOREOVER I CERTIFY THAT THE COMPANY OFFERING THE ENGINEERING SERVICES, 'ESTENOZ ENGINEERING INC', HOLDS AN ACTIVE CERTIFICATE OF AUTHORIZATION #28576 TO PROVIDE THE ENGINEERING SERVICE.

DESCRIPT

1.	5/3/2023	BDC.
----	----------	------

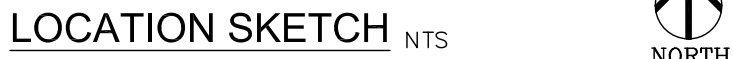
550 SOUTH CYPRESS ROAD
POMPANO BEACH, FL. 33060





NUMBER: 22192.00

CHECKED BY: Estenoz

[illegible]



————— ———— ———— ———— PROPERTY LINE

  LIGHT POLE

THE EAST 155 FEET OF THE WEST 190 FEET OF THE NORTH 150 FEET AS MEASURED ALONG THE NORTH, SOUTH, EAST AND WEST LINES OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTH 80 ACRES OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

SAID LANDS CONTAINING 22,430 SQUARE FEET (0.5149 ACRES), MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY.

EXISTING & PROPOSED USE: PARK/PLAZA
EXISTING ZONING: B-3 GENERAL BUSINESS

COURT SETBACKS: 0' SETBACK

FEMA FIRM DATA:
FLOOD ZONE: AE (EL 6)
FLOOD PANEL: 12011C0357h
FLOOD DESIGNATIONS EFFECTIVE: 18/05/2014

CITY: POMPANO BEACH

SEASONAL HIGH WATER TABLE ELEVATION= 2.0' NAVD
BROWARD COUNTY 100 YEAR FLOOD ELEVATION= 5.50

WATER SYSTEM AUTHORITY: POMPANO BEACH

WASTEWATER SYSTEM AUTHORITY: POMPANO BEACH

TOTAL SITE AREA: 22,430 SQUARE FEET (SF) = 0.515 ACRES - 100%

BUILDING AREA: 0 SF = 0 ACRES - 0%

PERVIOUS AREA: 2,493 SF = 0.057 ACRES - 11.11%

IMPERVIOUS AREA: 19,937SF = 0.458 ACRES - 88.88%

CHRIS DOANE
POWER & LIGHTING SYSTEMS, INC.
392 SW 12th AVENUE
DEERFIELD BEACH, FL. 33071
PHONE: 561-436-6671
954-360-7608

ALL LIGHT SYSTEMS AND COMPONENTS SHALL MEET THE SPECIFICATIONS AND CRITERIA LISTED HEREIN PER POWER & LIGHTING SYSTEMS, INC.



Usual Open Hole Test

Date: Wednesday, September 21, 2022
Date of Test: Tuesday, September 20, 2022
Munson Design and Consulting, Inc.
PO Box 771058
Coral Springs, FL 33077
Attn.: Shane Munson

Job Order Number 22SB0592

RE: **Engineering Services**
Proposed Percolation Testing
550 S Cypress Road
Pompano Beach, FL 33060

Results of Test

Tested by:	SN	Reported to:	Client
Diameter of Hole:	8"	Depth of Hole:	10'
Tested Location:	See Attached Site Sketch EX-1		

Subsurface Investigation

Gallons/ Minutes	Elapsed Time in Minutes
3.1	1
3.1	2
3	3
2.9	4
2.9	5
2.9	10

Depth Below Ground Surface	Soil Description
0" - 6"	Topsoil & Vegetation
6" - 4'	Brown Sand with Rock
4' - 7'	Light Brown Sand
7' - 10'	Pale Brown Sand

Water Table Elevation: 4' Below existing ground Surface

Hydraulic Conductivity: $K = 9.44 \times 10^{-4}$ CFS/FT² - FT. HEAD

The above hydraulic conductivity represents an ultimate value. The designer should decide on the required safety factor. This value is based on the existing soils at the location of the test.

This item has been digitally signed and sealed by Keith LeBlanc P.E. on 9/21/2022 using a digital signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Usual Open Hole Test

Date: Wednesday, September 21, 2022
Date of Test: Tuesday, September 20, 2022
Munson Design and Consulting, Inc.
PO Box 771058
Coral Springs, FL 33077
Attn.: Shane Munson

Job Order Number 22SB0592

RE: **Engineering Services**
Proposed Percolation Testing
550 S Cypress Road
Pompano Beach, FL 33060

Results of Test

Tested by: SN
Diameter of Hole: 8"
Tested Location: See Attached Site Sketch EX-2

Reported to: Client
Depth of Hole: 10'

Subsurface Investigation

Gallons/ Minutes	Elapsed Time in Minutes
3.5	1
3.4	2
3.2	3
3.1	4
3.1	5
3.1	10

Depth Below Ground Surface	Soil Description
0" - 6"	Topsoil & Vegetation
6" - 2'	Brown Sand with Rock
2' - 5'	Light Brown Sand
5' - 10'	Brown Sand

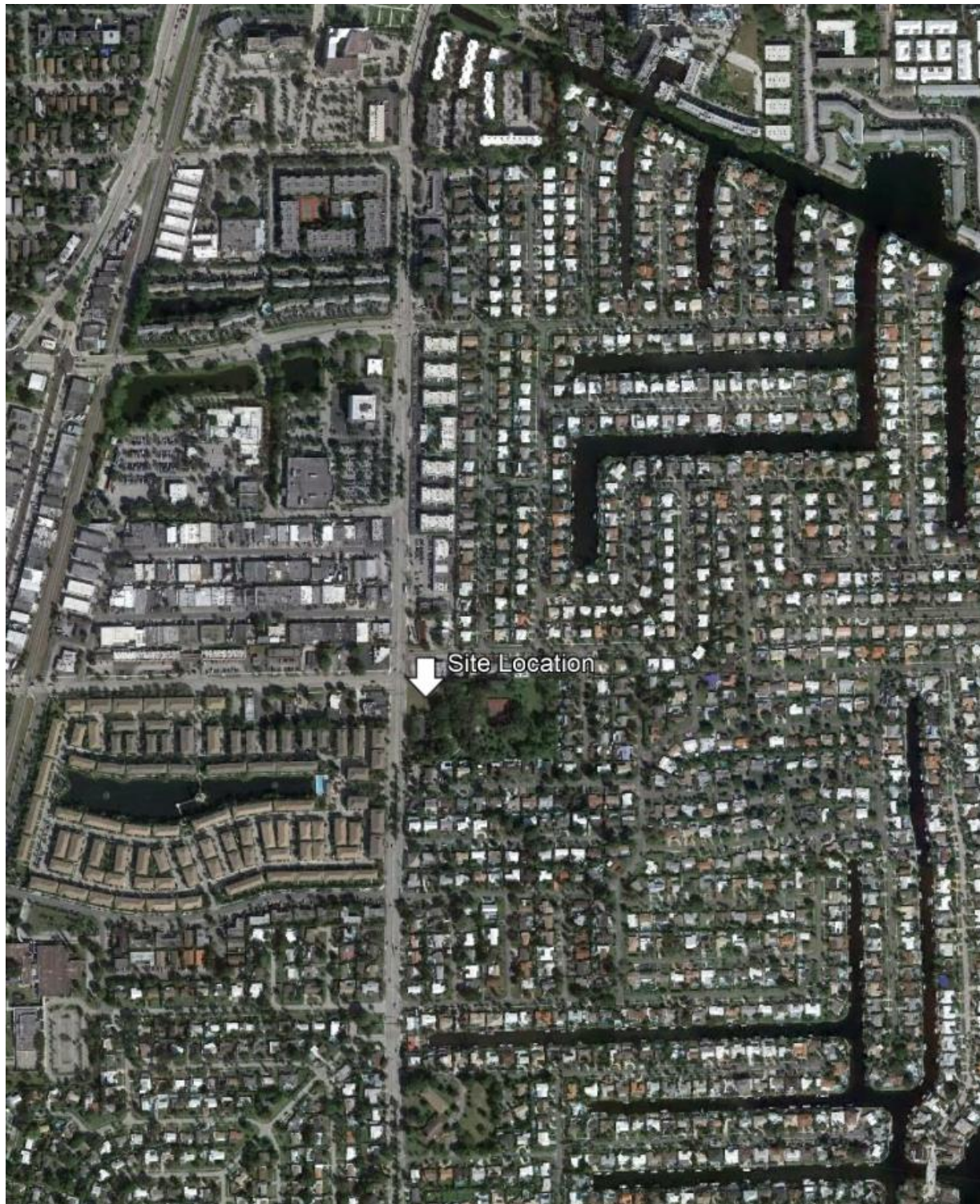
Water Table Elevation: 4' Below existing ground Surface

Hydraulic Conductivity: $K = 1.01 \times 10^{-4}$ CFS/FT² - FT. HEAD

The above hydraulic conductivity represents an ultimate value. The designer should decide on the required safety factor. This value is based on the existing soils at the location of the test.

This item has been digitally signed and sealed by Keith LeBlanc P.E. on 9/21/2022 using a digital signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

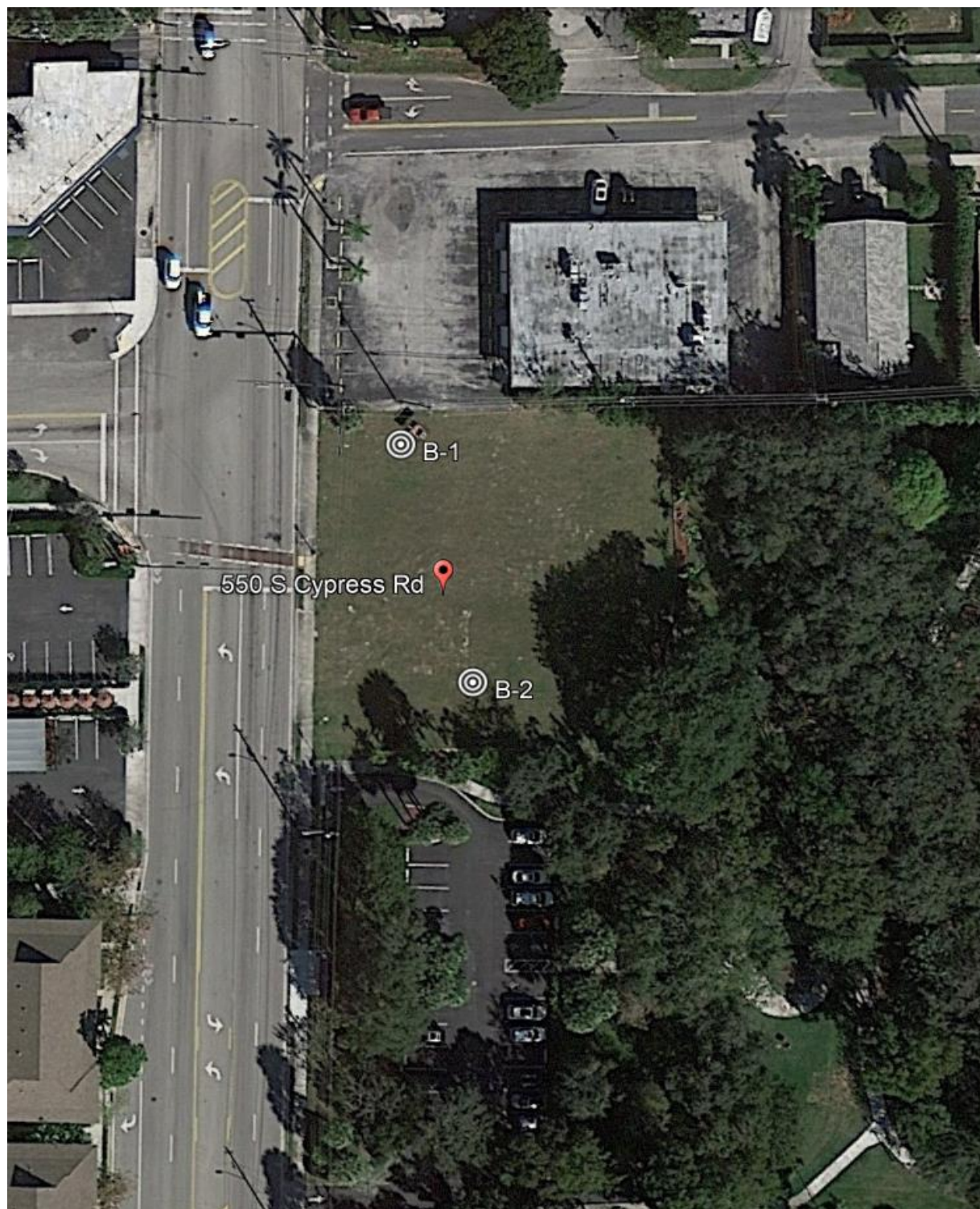


Site Location Map

Federal Engineering & Testing Inc. 3370 NE 5th Avenue, Oakland Park, FL 33334 (954) 784-2941

Client: Munson Design and Consulting, Inc.
Test: Subsoil Investigation
(site map is not to scale)

Project: Proposed Percolation Testing
Project Address: 550 S Cypress Road
Pompano Beach, FL 33060



Soil Boring Location Map

Federal Engineering & Testing Inc. 3370 NE 5th Avenue, Oakland Park, FL 33334 (954) 784-2941

Client: Munson Design and Consulting, Inc.
Test: Subsoil Investigation
(site map is not to scale)

Project: Proposed Percolation Testing
Project Address: 550 S Cypress Road
Pompano Beach, FL 33060

Soil Classifications

Correlation of Penetration Resistance with Relative Density and Consistency					
Sands					
Dynamic Cone Penetrometer <i>Penetrometer Resistance</i>		Standard Penetration <i>Hammer Blows</i>		Relative Density	
	0 - 10		0 - 4		Very Loose
	11 - 25		5 - 10		Loose
	26 - 45		11 - 20		Firm
	45 - 75		21 - 30		Very Firm
	76 - 120		31 - 50		Dense
	> 120		> 50		Very Dense

Silts & Clay					
Dynamic Cone Penetrometer <i>Penetrometer Resistance</i>		Standard Penetration <i>Hammer Blows</i>		Relative Density	
	0 - 6		0 - 2		Very Soft
	7 - 15		3 - 5		Soft
	16 - 30		6 - 10		Firm
	31 - 45		11 - 15		Stiff
	46 - 90		16 - 30		Very Stiff
	91 - 150		31 - 50		Hard

Rock Hardness Description	
Soft	Rock core crumbles when handled
Medium	Can break core with your hands
Moderately Hard	Thin edges of rock core can be broken with fingers
Hard	Thin edges of rock core cannot be broken with fingers
Very Hard	Rock core rings when struck with a hammer

Sand Quantity Modifiers	
Very Slight Trace	0 - 2 %
Slight Trace	2 - 5 %
Trace	5 - 10 %
Little Trace	10 - 15 %
Some	15 - 30 %
With	> 30 %

Particle Size	
Boulder	> 12 in
Cobble	3 - 12 in
Gravel	4.76 mm - 3 in
Sand	0.074 mm - 4.76 mm
Silt	0.005 mm - 0.074 mm
Clay	< 0.005 mm

Silt - Clay Quantity Modifiers	
Slightly Silty / Clayey	0 - 5 %
Silty / Clayey	5 - 30 %
Very Silty / Clayey	30 - 50 %

Drilling & Sampling Procedures

The soil borings were installed in accordance with Standard Penetration Tests procedures as set forth in ASTM D-1586. Representative samples were collected utilizing spilt-barrel techniques in accordance with the procedures set forth in "Penetration Tests and Spilt-Barrel Sampling of Soil in ASTM D-1586. The following field tests, measurements and laboratory analysis were performed/collected during the installation of each soil boring.

Penetration Tests

During the sampling procedures, Standard Penetration Tests were performed at five (5) foot intervals to obtain the standard penetration value (N) of the subsurface soil. The standard penetration value (N) is identified as the number of blows of a 140-pound hammer falling thirty (30) inches, required to advance the spilt-barrel sampler one (1) foot into the subsurface soil. The sampler was lower into the bottom of the previously cleaned drill hole and advanced by blows from the hammer. The number of blows was recorded for each of the three (3) successive increments of six (6) inches penetration. The "N" value is obtained by adding the second and third incremental numbers.

Water Level Measurements

Water Level depths were obtained during the test boring operations. In relatively pervious soils, such as sandy soils, the indicated depths are usually reliable groundwater levels. Seasonal variations, tidal conditions, temperature, land-use and recent rainfall conditions may influence the depths to groundwater levels.

Soil Properties / Classification

All samples collected were classified in accordance with the Unified Soil Classification System criteria to determined soil material properties and compared with published literature of the USDA Soil Conservation Survey.

Ground Surface Elevations

Ground surface elevations have not been provided for the proposed boring locations. Therefore, all references to depth of the various strata and materials encountered were from existing grade at the time of the drilling operations.

Limitations of Liability

Warranty

We warrant that the services performed by Federal Engineering and Testing, Inc. (F.E.T.) are conducted in a manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranties, expressed or implied, are made. While the services of F.E.T. are an integral and valuable part of the design and construction process, we do not warrant, guarantee, or insure the quality or completeness of services or satisfactory performance provided by other members of the construction process and/or the construction plans and specifications which we have not prepared, nor the ultimate performance of building site materials. As mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval. Reports are not intended for 3rd party use.

Subsurface Exploration

Subsurface exploration is normally accomplished by test borings. The soil boring log includes sampling information, description of the materials recovered, approximate depths of boundaries between soil and rock strata and groundwater data. The log represents conditions specifically at the location and time the boring was made. The boundaries between different soil strata are indicated at specific depths; however, these depths are in fact approximate and dependent upon the frequency of sampling. The transitions between soil stratum are often gradual. Water level readings are made at the time the boring was performed and can change with time, precipitation, canal levels, local well drawdown, and other factors. Regardless of the thoroughness of a Geotechnical exploration there is always a possibility that conditions may be different from those of the test locations; therefore F.E.T. does not guarantee any subsoil condition surrounding the bore test holes. For a more accurate portrayal of subsurface conditions, the site contractor should perform tests pits. If different conditions are encountered, F.E.T. shall be notified to review the findings and make any recommendations as needed.

Laboratory and Field Tests

Tests are performed in accordance with specific ASTM Standards unless otherwise indicated. All criteria included in a given ASTM Standard are not always required and performed. Each test report indicates the measurements and determinations actually made.

Ownership of Tests / Reports

All test results and/or reports prepared by F.E.T. pursuant to this agreement and/or Addendum(s) thereto, shall remain the property of F.E.T. until all monies due and owing to F.E.T. under this Agreement and/or Addendum(s) thereto, are paid in full.

Analysis and Recommendations

The Geotechnical report is prepared primarily to aid in the design of site work and structural foundations. Although the information in the report is expected to be sufficient for these purposes, it is not intended to determine the cost of construction or to stand alone as construction specifications.

Analysis and Recommendations cont.

In accepting this report the client understands that all data from the soil boring is intended for foundation analysis only and is not to be used for excavating, backfilling or pricing estimates. In accepting this report the client understands that all data from the soil boring is intended for foundation analysis only and is not to be used for excavating, backfilling or pricing estimates. The site contractor must familiarize themselves with the job site conditions. Soil boring(s) on unmarked vacant property or existing structure(s) to be demolished is considered preliminary with further boring(s) to be performed after proposed building pad is staked out. Report recommendations are based primarily on data from test borings made at the locations shown on the test boring reports. Soil variations may exist between borings and may not become evident until construction. If variations are then noted, F.E.T. must be contacted so that field conditions can be examined and recommendations revised if necessary. The Geotechnical report states our understanding as to the location, dimensions, and structural features proposed of the site. Any significant changes in the nature, design, or location of the site improvements must be communicated to F.E.T. so that the Geotechnical analysis, conclusions, and recommendations can be appropriately adjusted.

Construction Observations

Construction observation and testing is an important element of Geotechnical services. The Geotechnical Engineer's Field Representative (Field Rep.) is the "owner's representative" observing the work of the contractor, performing tests, and reporting data from such tests and observations. The Geotechnical Engineer's Field Representative does not direct the contractor's construction means, methods, operations, or personnel. The Field Rep. does not interfere with the relationship between the owner and the contractor, and except as an observer, does not become a substitute owner on site. The Field Rep. is only collecting data for our Engineer to review. The Field Rep. is responsible for his/her safety only, but has no responsibility for the safety of other personnel and/or the general public at the site. If the Field Rep. does not feel that the site is offering a safe environment for him/her, the Field Rep. will stop his/her observation/ testing until he/she deems the site is safe. The Field Rep. is an important member of a team whose responsibility is to observe the test and work being done and report to the client whether that work is being carried out in general conformance with the plans and specifications.

Limitations of Report

Federal Engineering & Testing, Inc. shall have no liability, in contract, tort or otherwise, for any inaccuracy, defect, or omission in interpreting this report and shall not in any event have any liability for lost profits or any other indirect, special, incidental, consequential, exemplary or punitive damages. In the event of future conflict between owners and contractors the following applies: F.E.T.(s) legal and/or company representation and preparation for representation fees will be billed on an hourly rate, i.e. deposition, expert witness, etc. F.E.T. has no obligation to amend its conclusions or recommendations after the date of this report. Any alterations or changes in the location of the project should be brought to our attention at the earliest convenience for review and applicability of this report.

Partial List of Services

Geotechnical Engineering Services

Soil / Aggregate Tests

Soil Borings
Density Compaction Tests
Grain Size Analysis
Moisture Contents
Soil Classifications
Limerock Bearing Ratios
Florida Bearing Values
Specific Gravity
Carbonate Analysis
Hydraulic Conductivity
Organic Contents
L.A. Abrasion

FDOT Inspections

QC Management
Earthwork Inspections
QC Concrete Inspections
QC Asphalt Inspections

Field Inspection Services

Fill & Quality Control Inspections
Demucking Inspections
Building Inspections
Pile Driving Inspections
Pile Load Tests
Steel Inspection
Threshold Inspection
Bolt Inspection
Weld Inspection
Vibration Monitoring

Geotechnical Engineering

Foundation Engineering
Foundation Design & Recommendation
Subsoil Investigation
Pile Load Calculations
Piling Installation Monitoring

Asphalt Services

Backscatter Density Tests
Extractions & Gradations
Marshall Limits
Bulk Specific Gravity
Cores for Thickness Determination
Asphalt Pavement Monitoring
Asphalt Assessment

Concrete Tests

Concrete Strength Testing
Slump Tests
Windsor Probe Testing
Schmidt Hammer Testing
Core Testing
Air Content
Concrete Unit Weight
Flexural Strength Testing

Environmental Engineering Services

Phase I Site Assessments

Site Inspections
Research of Property Records

Phase II Site Assessments

Phase I Follow up on Contaminated Sites
Installation of Monitoring Wells
Soil Borings
Soil and Ground Water Analysis

Lead Base Paint Surveys

Report and Analysis
Air Monitoring

Roof Testing & Inspection Services

TAS 105 Field Fastener Withdrawal Test
TAS 106 Tile Uplift Test
TAS 124 Bell Chamber / Bonded Pull Test
TAS 126 Moisture Survey
Windload Calculation
Drainage Calculations
Lightweight Concrete placement Inspection
Roof Assessment / Evaluation
Cap Sheet Inspection
Fastener Spacing Inspection
Tile/ Shingle/ Standing Seam Inspection
Base Sheet Installation Inspection
Insurance Mitigation
Retrofit Mitigation/ Certification
Roof Drainage Calculations



Contractor Performance Report



City of Pompano Beach
Procurement and Contracts
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

CITY OF POMPANO BEACH CONTRACTOR PERFORMANCE REPORT

1. Report Period: from _____ to _____
2. Contract Period: from _____ to _____
3. RFP/ITB# & or P.O.#: _____
4. Contractor Name: _____
5. City Department: _____
6. Project Manager: _____
7. Scope of Work (Service Deliverables):

Contractor Performance Report

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
2. Record Keeping -Accurate record-keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
4. Customer Service - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
5. Cost Control - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
SCORE	_____	ADD THE ABOVE RATINGS/DIVIDE THE TOTAL BY THE NUMBER OF CATEGORIES BEING RATED

RATINGS

- **Poor Performance (1.0 – 1.59):** Marginally responsive, effective, and/or efficient; delays require significant program adjustments; key employees marginally capable; customers somewhat satisfied.
- **Satisfactory Performance (1.6 – 2.59):** Generally responsive, effective, and/or efficient; delays are excusable and/or result in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
- **Excellent Performance (2.6 – 3.0):** Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customer expectations are exceeded.

Would you select/recommend this contractor again? _____ Yes, _____ No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

Ratings completed by (print name)

Ratings completed by signature

Date _____

Department Head (print name)

Department Head Signature

Date

Vendor Representative (print name)

Contractor Representative Signature

Date

Comments, corrective actions, etc., use additional page if necessary:

[illegible]

CONSTRUCTION AGREEMENT No. \$id

THIS AGREEMENT is dated _____ by and between CITY OF POMPANO BEACH, FLORIDA (hereinafter called OWNER) and \$CompanyName (hereinafter called CONTRACTOR).

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

Article 1. WORK

The scope of work under this ITB shall consist of furnishing and installing all tools, equipment, materials, supplies, and all labor, transportation, and related services.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: ITB25-009 – Kip Jacoby Pickleball Courts.

Article 2. ENGINEER

The Project has been designed by Munson Design and Consulting, Inc., who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

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

Article 4. PRECONSTRUCTION PHASE REQUIREMENTS

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

Article 5. LIQUIDATED DAMAGES

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

Article 6. CONTRACT PRICE

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

The total sum of the work shall not exceed [written amount] dollars (\$contract_amount). See BID PROPOSAL attached for line item pricing.

Article 7. PAYMENT PROCEDURES

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

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

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

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

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

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

Article 8. CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

8.7 By entering into this Contract, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract

with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Article 9. CONTRACT DOCUMENTS

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

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

Exhibit “B” – EXHIBIT “B” GENERAL CONDITIONS

Exhibit “C” – Supplementary Conditions

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

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

- a) Exhibit “A”, ITB, addenda and documentation
- b) This Agreement
- c) Exhibit “B”, General Conditions
- d) Exhibit “C”, Supplementary Conditions

Article 10. MISCELLANEOUS

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

10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the Contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

10.4 Project Web Requirements:

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By: _____
GREGORY P. HARRISON, CITY MANAGER

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

“CONTRACTOR”

Witnesses:

\$company_name

By: _____
AUTHORIZED SIGNER, POSITION

(Print or Type Name)

(Print or Type Name)

STATE OF \$state_of_incorporation

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by AUTHORIZED SIGNER as _____ of \$company_name, a \$state_of_incorporation corporation on behalf of the corporation OR a \$state_of_incorporation limited liability company OR a foreign corporation authorized to do business in Florida. He/She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF \$state_of_incorporation

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit B
General Conditions

ARTICLE 1. DEFINITIONS.

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

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

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

ARTICLE 2. THE WORK.

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

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

ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.

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

ARTICLE 4. INTENT AND INTERPRETATION.

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

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

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

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

ARTICLE 6. TEMPORARY UTILITIES.

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

ARTICLE 7. PROGRESS.

- 7.01 Contractor shall provide the Owner with full information in advance as to its plans for performing each part of the Work. This shall include, but not be limited to, schedules provided to the Owner as Post-Award Information and subsequently updated schedules submitted to the Owner on a monthly basis as required in Article 10 below, as a condition precedent to payment(s).
- 7.01.01 Such schedule shall be in a form acceptable to the Owner.
- 7.01.02 The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project.
- 7.01.03 Each such revision shall be provided to the Owner and the Project Consultant.
- 7.01.04 Compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to comply with said requirements shall constitute a material breach of this Contract.
- 7.01.05 By providing these Schedules to Owner, Owner does not in any way acknowledge or consent that the Schedules are acceptable or reasonable, but it is simply reviewing same for its own informational purposes.
- 7.02 If at any time during the progress of Work, the Contractor's actual progress is inadequate to meet the requirements of the Contract Documents, such as the required completion dates, the Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress so as to complete the Work on or before the required Substantial Completion Date.
- 7.02.01 If within a reasonable period as determined by Owner, the Contractor does not improve performance to meet the requirements of the Contract Documents, such as the required completion dates, then the Owner may require an increase in any or all of the following: Contractor's Subcontractor crews and Contractor's own labor force, the number of shifts, overtime operation, Contractor's supervision and additional days of work per week, all without cost to Owner.
- 7.02.02 Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract Documents.
- 7.03 Failure of Contractor to comply with the instructions of the Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within the time specified.
- 7.04 Upon such determination, Owner, in addition to any and all other rights set forth in the Contract Documents and remedies afforded Owner under the Contract Documents or at law, may:
- 7.04.01 Elect to proceed with the Work with its own employees, agents, contractors, subcontractors, suppliers and assess all costs, expenses or fees for same against contractors and/or
- 7.04.02 Terminate for cause Contractor's right to proceed with the performance pursuant to the Contract Documents, or any separable part thereof, in accordance with the applicable provisions of the Contract Documents.

ARTICLE 8. EXPEDITING

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

ARTICLE 9. COMPLETION

- 9.01 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Consultant a comprehensive Punch List of items to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.01.01 For a Project with an estimated cost of less than \$10 million, the Punch List shall be completed within thirty (30) calendar days after Substantial Completion of the Project, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.01.02 For a Project with an estimated cost of \$10 million or more, the Punch List shall be completed within thirty (30) calendar days, unless otherwise extended elsewhere in the Contract Documents, but not to exceed sixty (60) calendar days, after reaching Substantial Completion, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.02 For a Project involving the construction of more than one building or structure, or involving a multiphased project, a Punch List shall be created for each building, structure, or phase of the Project pursuant to the limitations provided for above in 9.01.01 and 9.01.02, as applicable.
- 9.03 The failure to include any corrective work or pending items not yet completed on the List does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the contract. All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as defined by the Contract Documents.
- 9.04 Upon completion of all of the items on the Punch List, the Contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed 150 percent of the total costs to complete the outstanding item.
- 9.05 In the event that the Contractor fails, in whole or in part, to comply with the obligations and responsibilities required hereunder in paragraph 9.01, the Owner need not pay or process any payment request for remaining retainage.

ARTICLE 10. CONTRACT PAYMENTS

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

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

- 10.02.16 Dollar Value/Time Graphs: Each of the Contractor's Application for Payment shall be accompanied by a graph, prepared by the Contractor, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.
- 10.03 When payment is received from the Owner, the Contractor shall within five (5) days pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for all work covered by such payment. In the event such payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable procedures in order to protect Owner's interest or Owner's desire to assist in having subcontractors, laborers, suppliers, materialmen or others paid.
- 10.04 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.

ARTICLE 11. WITHHOLDING PAYMENT TO CONTRACTOR

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

- 11.04.10 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion Date;
- 11.04.11 Failure of the Contractor to carry out any of its obligations in accordance with the Contract Documents;
- 11.04.12 Failure of the Contractor to submit the information or documents required by this Contract or reasonably required by Owner, including but not limited to schedules and daily logs.

ARTICLE 12. CONTRACTOR'S RIGHT UPON NONPAYMENT.

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

ARTICLE 13. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER.

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

ARTICLE 14. LICENSES AND PERMITS.

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

ARTICLE 15. CEASE AND DESIST ORDER.

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

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

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

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

ARTICLE 17. SUBCONTRACTS.

- 17.01 The Contract Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor. Contractor shall not replace Subcontractor without good cause.
- 17.02 The Contractor shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:
 - 17.02.01 The general form of Subcontract Agreement used by the Contractor within thirty (30) days of execution of the Construction Contract.
 - 17.02.02 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within ten (10) days of said change.
 - 17.02.03 Copies of executed Subcontractor Contracts within ten (10) days of their execution.
 - 17.02.04 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application For Payment submitted by the Contractor.
- 17.03 All contracts with Subcontractors shall incorporate by reference the terms and conditions of this Construction Contract.
- 17.04 The Contractor shall cause and require to be included in all Subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the Subcontracts in the event the Contractor is replaced by another contractor pursuant to the terms of the Contract Documents. The Contractor shall also include in all Subcontracts a provision requiring the Subcontractor, in the event of the Contractor's termination, to consent to the assignment of their Subcontracts to the Owner.
- 17.05 The Owner may at any time request from the Subcontractors, or any of them, a sworn statement of account with the Contractor and the Contractor shall cause to be included in all Subcontracts a requirement that the Subcontractors provide said sworn statement upon Owner's request.
- 17.06 Each Subcontractor and supplier must agree to assign all of its warranties to Owner. In addition, each Subcontractor and supplier must warrant all of its Work, equipment, materials and labor to Owner in accordance with the terms and provisions of its contractual obligations to Contractor and any legal or statutory provisions that apply to its work, materials or equipment.
- 17.07 Owner may at its discretion require Contractor to have major sub-subcontractors or suppliers comply with the requirements of this Article 16 or other provisions of the Contract Documents.

ARTICLE 18. CONTRACTOR'S SUPERINTENDENT

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

site. Copies of the daily entries shall be provided to the Owner once per month, or as required elsewhere in the Contract Documents.

ARTICLE 19. COOPERATION WITH OTHERS.

- 19.01 The Owner and other contractors and subcontractors may be working at the site during the performance of the Construction Contract, and Contractor's work may be interfered with as a result of such concurrent activities. Contractor shall fully cooperate with Owner and other contractors to avoid any delay or hindrance of the Work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.
- 19.02 If any part of the Contractor's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner or separate contractor's work as fit and proper to receive Contractor's Work, except as to defects which may subsequently become apparent in such work performed by others.

ARTICLE 20. SITE CONDITIONS.

- 20.01 Contractor shall have the sole responsibility to conduct reasonable inspection of the site and to satisfy itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of material; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted in the Contract Documents; governmental processes and requirements for obtaining permits other than issuance of the original building permits, certificates of occupancy and other regulatory/utility approvals; physical conditions at the work sites and the Project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quality of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Construction Contract; and all other matter which can in any way affect performance of the Construction Contract, or the cost associated with such performance.
- 20.02 The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work.
- 20.03 Contractor may reasonably rely upon site documentation provided by the Owner. In the event that during the course of the Work Contractor encounters an underground utility facility that was not shown on the Contract Documents; or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, within forty-eight (48) hours of their discovery, notify Owner and Project Consultant in writing of the existence of the aforesaid conditions. Project Consultant and Owner shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not changed as a result of the conditions, Project Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Owner and Contractor cannot agree on an adjustment in the Contract price or the Contract time, the adjustment shall be referred to Project Consultant for determination. Should Project Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, Project Consultant shall so notify Owner and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto. No request by Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Project Consultant as the date of substantial completion.

ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.

- 21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.
- 21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.
- 21.01.02 Contractor shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.
- 21.02 Contractor shall comply with all applicable laws and regulations.
- 21.02.01 Contractor shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner.
- 21.02.02 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.
- 21.02.03 Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining property security for the above noted items, nor shall it be constructed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- 21.03 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to Owner in a timely manner.

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

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

ARTICLE 23. ADMINISTRATION OF THE CONTRACT.

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

- 23.05 The Contractor shall forward all communications to the Project Consultant, with simultaneous copies to the Owner.
- 23.06 The Project Consultant will review and certify the Contractor's Application for Payments which the Owner must subsequently approve prior to Payment of the Contractor.
- 23.07 The Project Consultant shall approve shop drawings for design only, the Contractor being responsible for all dimensions, quantities, etc., necessary to complete the Work in compliance with the Drawings and Specifications and other Contract Documents.
- 23.08 The duties, responsibilities and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Contractor, the Project Consultant, and the Owner.
- 23.09 Notwithstanding anything to the Contrary in these General Conditions or any other "Contract Document" as that term is defined in the Professional Services Agreement between the City of Pompano Beach, Florida and the Project Consultant, it is not the intention nor shall any of the provisions of those documents act as a release, limitation or discharge of the obligations or responsibilities of the Project Consultant pursuant to its agreement with the Owner.
- 23.10 The Project Consultant will utilize the Contractor Performance Report to monitor and record the Contractor's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to the contract.

ARTICLE 24. MATERIALS.

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

ARTICLE 25. STORED MATERIALS.

- 25.01 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.

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

ARTICLE 26. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.

- 26.01 All material and equipment provided and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, inspections, observations or quality audit by Owner, Project Consultant and any inspectors conducting an inspection pursuant to code, law, regulations, etc.
- 26.01.01 Contractor shall provide safe and adequate facilities, and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit.
- 26.01.02 The Contractor shall permit and facilitate inspection of the Work by the Owner, Project Consultant, Inspectors for any governmental agency, authority, or board.
- 26.01.03 Owner also reserves the right to designate others such as consultants, commissioning authorities, test and balance agents, forensic specialists, etc. to conduct inspections during or subsequent to the Work as Owner in its discretion desires.
- 26.01.04 Owner and Project Consultant shall be afforded full and free access to the shops, factories or places of business of Contractor and its Subcontractors for such quality surveillance, observation or quality audit and to determine the status of the Work.
- 26.01.05 In the event the Project Consultant or Owner requires a factory inspection, the Contractor shall notify the suppliers that the material shall not be produced or fabricated without due notice to the Project Consultant and Owner and an opportunity for such inspection.
- 26.02 If any Work should be covered up without approval or consent of the Project Consultant or Owner, it must, if required by the Project Consultant or Owner, be uncovered for examination at the Contractor's expense.
- 26.03 If any material, equipment or workmanship is determined by Owner, City Engineer, Project Consultant or Inspector either during performance of the Work or on final quality surveillance, or during any applicable warranty period, to be defective or not complying with the requirements of this Construction Contract, Owner, City Engineer, Project Consultant or Inspector will notify Contractor in writing that such material, equipment or portions of the Work is rejected and Owner reserves the right to withhold payment on any such item or seek compensation from Contractor for same. Thereupon, Contractor shall, at its own expense, immediately remove, replace or correct such defective material, equipment or portions of the Work by making the same comply strictly with all requirements of the Contract Documents. The Contractor shall be responsible for the costs of any additional site observations, special inspections and/or testing, or other activities of either the Project Consultant or the Owner made necessary by the correction of such defective materials, equipment or portions of the Work.
- 26.04 Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, shall prejudice the rights of Owner to correct or reject the same as hereinafter provided.

ARTICLE 27. WARRANTY.

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

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

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

ARTICLE 29. PROJECT RECORD DOCUMENTS AND SURVEY.

- 29.01 A marked up record set of the Contract Documents and other project records as required elsewhere within the Contract Documents will be kept up to date by the Contractor on the jobsite at all times. These documents will be given to the Project Consultant at the completion of the Work as required by the Contract Documents, and properly labeled as "Project Record Documents."
- 29.02 In addition to the "Project Record Documents", the Contractor will cause to have prepared by a Surveyor, registered in the State of Florida, a site survey clearly representing all Work done under this Contract and updating the original survey as may have been provided by the Owner.
- 29.03 The Contractor shall submit Project Record Documents and Survey in the manner and format specified elsewhere in the Contract Documents.
- 29.04 This is a critical item and final payment will be withheld from the Contractor until "Project Record Documents" and survey are provided by the Contractor and approved by the Project Consultant.

ARTICLE 30. SALVAGE.

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

ARTICLE 31. CLAIMS BY THE CONTRACTOR.

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

consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties including, but not limited to, subcontractors, suppliers, laborers, etc.

ARTICLE 32. CHANGE ORDERS.

- 32.01 One or more changes to the Work within the general scope of this Contract may be ordered by the Owner by Change Order, Project Consultant's Supplementary Instructions, and Construction Change Directives.
- 32.02 The Contractor shall proceed with any extra Work or changes which alter the Contract by adding to, or deducting from the Contract Sum or Contract Time in strict accordance with the following terms and conditions:
- 32.02.01 Change Order shall mean a written order to the Contractor executed by the Owner and the Project Consultant after execution of this Contract, directing a change in the Work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;
- 32.02.02 Any change in the Contract Price or time resulting from a Change Order shall be determined as follows:
- a. By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price or time being set forth in Change Order in accordance with Article 32.02.08 below, and (b) the execution of the Change Order; or,
 - b. If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived based upon the Cost Plus Price basis (as set forth in Article 32.02.08 below) by determining the "total actual costs" (in accordance with Article 32.02.09 below), incurred or savings achieved, resulting from revisions in the Work. Such total actual costs or savings shall include a component for direct jobsite overhead and profit but under no circumstances shall it include non-job site overhead expenses or costs or any other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Project Consultant requires. If agreement is not reached as to the change in time, Contractor shall be given a reasonable time based upon the scope of Work required by the change.
- 32.02.03 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work and the change in the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for issues or matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.
- 32.02.04 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Project Consultant, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto, and that the penal sums of the performance and payment bonds furnished by Contractor and Surety are adjusted coextensively with the amount of the Change Order.
- 32.02.05 The Owner, without invalidating the Contract, may require the change for any reason whatsoever. All such Work shall be executed under the terms of the original Contract.
- 32.02.06 All change orders and adjustments shall be in writing and executed by the Contractor and Owner; otherwise, no claim for additional compensation or time will be allowed.
- 32.02.07 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the total actual cost (as set forth in Article 32.02.09 below) saved as confirmed by the Project Consultant. The amount shall not include an amount for the overhead and profit of the Contractor which the Owner is not required to pay as a result of the deletion or decrease. When both additions and credits covering related Work or substitutions are involved in a change, the overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change.

- 32.02.08 The value of any change ordered under the Contract for extra Work and/or any reductions in Work required, shall be determined under one or more of the following procedures before a written Change Order is issued.
- a. By **UNIT PRICES** named in the Contract or subsequently agreed upon by the Owner and the Contractor, which prices shall include Contractor's overhead and profit.
 - b. By **LUMP SUM PRICE** agreed upon actual reasonable costs and direct job site overhead by the Owner and the Contractor, which price shall include Contractor's overhead and profit but under no circumstances shall it include non job site overhead, expenses or costs or any other indirect costs; a breakdown of the estimated costs comprising the lump sum price may be required by the Project Consultant for his review. Percentage for overhead and profit shall be determined in accordance with the method listed for COST PLUS PRICE, subparagraph (c.) below.
 - c. By a **COST PLUS PRICE** based on total actual costs as defined in Article 32.02.09 below, plus an added percentage, all determined as follows:

OVERHEAD AND PROFIT:

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

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

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

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

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

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

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

upon before work commences, shall be allowed the Contractor and/or his subcontractors by the Project Consultant for each and every hour such special equipment is in use on the particular work.

- 32.02.10 The Contractor is obligated to proceed with the Work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances the Owner, City Engineer or Project Consultant will issue a Construction Change Directive to Contractor providing for the scope of work to be performed and the payment therefore based on 32.02.09 above. A Change Order or proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents.
- 32.02.11 The Contractor, Owner and Project Consultant shall administer and document the Change Order process by utilizing the documentation specified elsewhere in the Contract Documents, including a Construction Change Directive.
- 32.03 The Project Consultant will have authority to order minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order of the Project Consultant and such changes shall be binding on the Owner and the Contractor.
- 32.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The City of Pompano Beach, Florida under its General Services Manual, the rules of which are incorporated below:
- A. The City Manager is authorized to approve change orders up to the cumulative total of 10 percent of the original construction contract amount, not to exceed \$75,000 in the aggregate.
 - B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 32.04A above, all subsequent change orders will require prior City Commission approval, except in emergency cases as declared by the City Manager, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.
 - C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by City Commission action at the next regular meeting of the City Commission.

ARTICLE 33. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.

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

- 33.05.02 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the owner such remaining compensation for accepting defective or nonconforming work.

ARTICLE 34. SAFETY, PROTECTION OF WORK AND PROPERTY.

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

- a. The Contractor and his Subcontractors shall comply with and conform in all respects to the standard set forth in the Occupational Safety and Health Act (OSHA) of 1970.
 - b. The Contractor shall prominently post and maintain on the jobsite:
 - 1) OSHA 200: Log and summary of occupational injuries and illnesses.
 - 2) OSHA 2203: Provisions of the Act poster.
- 34.09.03 The Contractor shall implement and maintain a continuing safety program applicable to all Contractor employees, Subcontractors, and Sub-subcontractors, to include:
- a. Designating a responsible member of the Contractor's organization at the site as the Contractor's "Safety Officer" whose duty shall be the prevention of accidents, safety inspections, and accident documentation. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Consultant.
 - b. Holding weekly safety meetings with employees and Subcontractors.
 - c. Implementing OSHA Voluntary Protection Programs.
 - d. Ensuring the presence of an American Red Cross (or other organization acceptable to the Owner) certified Cardiopulmonary Resuscitation (CPR) and first-aid trained individual on site at all times.
 - e. Compliance with the Drug Free Work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991, and the certification of compliance with the same as required by the Owner in Document 00457, Drug-Free Workplace Certification.
 - f. Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
 - g. Ensuring that employees are not discriminated against or discharged for filing reasonable safety or health complaints or for otherwise exercising their rights in these regards.
- 34.09.04 When use of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 34.09.05 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to properly caused in whole or in part by the Contractor, a Subcontractor or a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is reasonable, except damage or loss attributable to acts or omissions of the Owner or Project Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor.
- 34.09.06 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- 34.09.07 Building materials, Contractor's equipment and other supplies may be stored on the premises, but the placing of same shall be in substantial, watertight storage sheds upon the premises where directed in which he shall store all materials which would be damaged by weather. This shall in no manner relieve the Contractor from full responsibility for such materials. Sheds and other storage structures must be secured and anchored in a manner sufficient to withstand hurricane force winds as defined by applicable codes but not less than a 120 mile per hour wind uplift force.
- 34.10 **Emergencies:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

ARTICLE 35. ROYALTIES AND PATENTS.

- 35.01 The Contractor shall pay all royalties and license fees.
- 35.02 The Contractor shall be responsible for all infringement of patent rights and shall assume the defense, including payment of attorney fees and costs, of any suit brought against Contractor and/or Owner for infringement of any United States patent or for wrongful use of proprietary information of any third party.
- 35.03 Contractor hereby indemnifies and shall defend and hold harmless Owner, its officers, its officials, its agents, its employees, and its representatives, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, and arising out of the use of the equipment or materials provided under this Construction Contract by Contractor, or out of the process of actions employed by, or on behalf of Contractor in connection with the performances of this Construction Contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further, that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.
- 35.04 Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, materials or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Contract Documents.
- 35.05 The indemnification pursuant to Florida Statute 725.06 and other Florida laws, etc., shall have a separate consideration of \$1.00, receipt of which is hereby acknowledged and incorporated into the project sum. This is incorporated by reference into the Bid Documentation and Specifications if any.

ARTICLE 36. TAXES.

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

ARTICLE 37. INDEMNITY AND HOLD HARMLESS.

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

Contract Sum, and such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida.

- 37.05 This clause shall survive termination of this Agreement and pursuant to Florida Statute 725.06 be incorporated by reference into any and all Bid Documentation or Specifications.

ARTICLE 38. TERMINATION BY THE CONTRACTOR.

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

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

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

ARTICLE 40. TERMINATION BY THE OWNER.

- 40.01 The Owner may, at the Owner's option, for any reason and at any time terminate for convenience, any work under this Contract, in whole or, from time to time, in part, in accordance with the following terms and conditions:
- 40.02 The Owner shall give written notice of such termination to Contractor 7 days before it becomes effective.
- 40.02.01 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop work when such termination becomes effective.
- 40.02.02 The Contractor shall also terminate outstanding orders and subcontracts.
- 40.02.03 The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders.
- 40.02.04 The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee.
- 40.02.05 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.
- 40.02.06 When terminated for convenience, the Contractor shall be compensated as follows:
- a. The Contractor shall submit a termination claim within one year to the Owner and the Project Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Project Consultant. If the Contractor fails to file a termination claim with the Owner's Project

Consultant within one (1) year from the effective date of termination, the Owner shall have no further obligation to the Contractor and Contractor waives any and all rights for compensation based upon the termination.

- b. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
- c. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
 - 1. Contract prices for labor, materials, equipment and other services accepted under this Contract;
 - 2. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead (and not home office or other overhead) and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 - 3. Reasonable costs of settling and paying legitimate claims arising out of the termination of subcontractors or orders pursuant to this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.
 - 4. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

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

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

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

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

ARTICLE 41. CONTRACTOR'S INSURANCE

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

with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.

- 41.02 Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.
- 41.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.
- 41.04 The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than \$1,000,000 for injury or death to any one person and not less than \$2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than \$1,000,000 per claimant and \$2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. In the event that work to be performed hereunder by Contractor involves the removal and disposal of asbestos-related materials, Contractor shall, in addition to the foregoing coverages, also provide and carry Asbestos Liability-Occurrence form only, with \$1,000,000 per occurrence, \$2,000,000 aggregate. All insurance shall name the Owner as an additional insured, and shall remain in full force and effect for two (2) years following Contractor's completion of the work.
- 41.05 The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.
- 41.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars (\$1,000,000) per claimant, one million dollars (\$1,000,000) per occurrence.
- 41.07 The insurance coverage amounts provided for in this Section are the minimum required insurance amounts. The Owner may require additional insurance or coverage on a case-by-case basis. Any insurance or coverage amounts in addition to those provided for herein shall be specified in the Contract Documents.
- 41.08 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.
- 41.09 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.
- 41.10 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.
- 41.11 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.

- 41.12 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

ARTICLE 42. PERFORMANCE BOND AND PAYMENT BOND

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

ARTICLE 43. RIGHT TO AUDIT PROVISIONS

- 43.01 Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.
- 43.02 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.
- 43.03 Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.
- 43.04 Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.
- 43.05 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of 10% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

ARTICLE 44. LAWS AND REGULATIONS

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

ARTICLE 45. DISPUTE RESOLUTION.

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

ARTICLE 46. GOVERNING LAW AND ATTORNEYS FEES.

- 46.01 The Construction Contract shall be governed by the laws of the State of Florida.
- 46.02 In the event either party institutes litigation regarding or relating to this Contract or for breach of any of its terms all litigation and appeals shall have venue in Broward County, Florida or in the U.S. District Court for the Southern District of Florida.
- 46.03 To the fullest extent permitted by law, Owner, Contractor, and Contractor's Surety do hereby each waive the right to trial by jury in any action or proceeding, including any counterclaims/crossclaims/third (or more remote) party complaints which may be brought by Owner, Contractor, or Surety, jointly and/or severally, arising out of or in any way related to this Construction Contract and/or attendant suretyship including, without limiting the generality thereof, any claim for damages resulting from any act or omission of Owner, Contractor, or Surety, jointly or severally, in any way connected with this Construction Contract.

ARTICLE 47. RIGHTS AND REMEDIES.

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

ARTICLE 48. SUCCESSORS, ASSIGNS AND ASSIGNMENT.

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

ARTICLE 49. PUBLIC RECORDS.

- 49.01 A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
- a. Keep and maintain public records required by the City in order to perform the service;
 - b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;

- d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
- e. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

49.02 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 40.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 THE REQUIREMENT

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

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

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. All applicable sections of the Specifications.

B. General Conditions.

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in Contractor's field office apart from documents used for construction.

1. Provide files and racks for storage of documents.
2. Provide locked cabinet or secure storage space for storage of samples.

B. File documents and samples in accordance with Construction Specifications Institute (CSI) format.

C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

D. Make documents and samples available at all times for inspection by the City's Representatives.

1.04 MARKING DEVICES

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

1.05 RECORDING

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

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

1.06 RECORD DRAWINGS

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

- A. The Contractor shall maintain full size (24"X 36") project record to reflect the "record" items of work as the work progresses. Upon completion of the work, the Contractor shall prepare a set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2015 or more recent version OR GIS). The record drawings will, in the greatest possible detail, reproduce the exact final conditions of the entire project. Including, but not limited to, final survey, utilities, architecture, structural, civil conditions, electrical, mechanical, paving, landscaping, irrigation, updating all details and all notes, parking, and any other plans related to a specific project. For the purpose of producing the final record drawings, based on the project record, the Consultant will furnish one set of full-size design drawings on reproducible material and

an electronic file (DWG format, AutoCAD, Version 2015 or more recent version OR GIS) to the Contractor on compact disk or any other electronic means.

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

- B. At a minimum the project record shall be reviewed on the 20th working day of every third month, or more often, as deemed necessary by Project Manager, after the month in which the final Notice-to Proceed is given as well as on completion of work. Failure to maintain the project record up-to-date shall be grounds for withholding monthly progress payments until such time as the record drawings are brought up-to date.
- C. The project record shall be accessible to the City at all times during construction period.
- D. The cost of maintaining record changes, and preparation of the record drawings shall be included in the unit prices bid for the affected items. Upon completion of the work, the Contractor shall furnish the Project Manager the set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2015 or more recent version OR GIS) Pay request quantities must match this same set of record drawings. The completed Record drawings shall be delivered to the Program Manager at least forty-eight (48) hours prior to final inspection of the work. The Final Inspection will not be conducted unless the Record Drawings are in the possession of the Project Manager.
- E. The completed (or final) record drawings shall be certified by a Professional Land Surveyor, a registered and licensed Architect, a registered and licensed Engineer, a registered and licensed Landscape Architect, registered in the State of Florida. This certification shall consist of the professional discipline official's embossed seal bearing the professional discipline official's registration number, signature and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set shall list the business address and telephone number for all of the professional discipline officials.
- F. Representative items of work that should be shown on the record drawings as verified, changed or added are shown below:
 - 1. All deviations from condition shown in the Construction Documents including Change Orders, Field Orders and other varying conditions.
 - 2. Every utility (gas, telephone, power, water, force main, etc.) encountered and/or crossing drainage, water or sanitary sewer facilities (whether it is a conflict or has sufficient clearances) shall be located, both horizontally and vertically. The clearance between the facilities horizontal and vertical shall be noted. For instance, if a two inch (2") gas main crosses over the top of a six inch (6") potable water main, the bottom elevation of the gas main shall be noted and the top of the water main shall be noted. The difference between the two facilities will be the clearance between the two facilities. Parallel mains shall note the clearance between the outside of the mains. It shall be the Contractor's responsibility to note these

crossings on a daily basis and ensure that this information is reflected on the Record Drawing plan set. Crossings will not require state plane coordinates.

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

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

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

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BID BOND

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

WHEREAS, PRINCIPAL has submitted a bid for Bid No.
_____.

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

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

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

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

Signed and sealed on _____

Bid Number _____

ATTEST:

(Name of Corporation)

Secretary

By _____
(Signature and Title)

(Print/Type Name)

(Print Name and Title Signed Above)

(Corporate Seal)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(Print Name)

(City/State/Zip Code)

Telephone No.: _____

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

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

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

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

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

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

BID # _____

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

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

3. Did you send written notices to Local Businesses?

____ Yes ____ No

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

4. Did you advertise in local publications?

____ Yes ____ No

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

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

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

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D" – Page 2

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

Solicitation Number & Title: 25-009 KIP JACOB PICKLEBALL COURTS

Prime Contractor's Name: ALEXANDER & JOHNSON PROJECT MANAGEMENT DEVELOPMENT

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount or %
FISCHER ELECTRIC, INC 3121 NW 16 TH TR POMPANO BEACH, FL 33064	CHUCK FISCHER (954) 566-5689	ELECTRICAL SCOPE SITE LIGHTING	19%
CUTTING-EDGE INDUSTRIES 1490 NW 22 ND ST POMPANO BEACH, FL 33069	JIM JANKOWSKI (561) 218-4981	LANDSCAPING / SOD / IRRIGATION	

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

Solicitation Number 25-009

TO: ALEXANDER E JOHNSON
(Name of Prime or General Bidder)

KIP JACOBY
PICKLEBALL

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

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

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

Installation and wiring of new
site lighting

at the following price:

\$165,260

1/15/25
(Date)

FISCHER ELECTRIC, INC.
(Print Name of Local Business Contractor)

3121 NW 16 Terr.
(Street Address)

Pompano Beach, FL 33064
(City, State Zip Code)

BY: [Signature]
(Signature)

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

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS
UNAVAILABILITY FORM

LOCAL BUSINESS EXHIBIT "C"

BID # 25-009

I, JAMES ALEXANDER, PRESIDENT
(Name and Title)

of ALEXANDER & JOHNSON, certify that on the 18th day of
PROJECT MGMT & DEVELOPMENT
DEC, 2024, I invited the following LOCAL BUSINESSES to bid work
items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
<u>B/R INDUSTRIES</u>	<u>LANDSCAPING</u>	<u>MATERIALS / LABOR</u>
<u>ACCURATE LAND SURVEYORS</u>	<u>SURVEY / LAYOUT</u>	<u>UNIT PRICE</u>
<u>ELECTRA SERVE</u>	<u>ELECTRICAL</u>	<u>MATERIALS / LABOR</u>
<u>POWERCOM</u>	<u>ELECTRICAL</u>	<u>MATERIALS / LABOR</u>
<u>COMET FENCE</u>	<u>CHAIN LINK FENCE</u>	<u>MATERIALS / LABOR</u>
<u>21ST CENTURY ELECTRIC</u>	<u>ELECTRIC</u>	<u>MATERIALS / LABOR</u>

Said Local Businesses:



Did not bid in response to the invitation



Submitted a bid which was not the low responsible bid



Other: _____

Name and Title: JAMES ALEXANDER, PRESIDENT

Date: 1/16/25

Note: Attach additional documents as available.

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

BID # 25-009

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

ELECTRICAL AND LANDSCAPING

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

YES. BID PACKAGES DISTRIBUTED
THROUGH FILE SHARING.

3. Did you send written notices to Local Businesses?

☒ Yes ☐ No EMAILS

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

4. Did you advertise in local publications?

☐ Yes ☒ No

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

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

REACHED OUT PERSONALLY TO BIDDERS
CERTIFIED BY THE CITY OF POMPA NO BY EMAIL AND
PHONE.

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

<u>FISCHER ELECTRIC</u>	<u>\$ 165,260.00</u>
<u>CUTTING EDGE INDUSTRIES</u>	<u>\$ TBD</u>
_____	<u>\$ _____</u>

8. Other comments: THIS PROJECT WILL BE PRIMARILY
SELF-PERFORMED DUE TO THE SCOPE.

ALEXANDER & JOHNSON HAS A STRONG
LOCAL PRESCENCE IN POMPAHO, WITH AN
ADDRESS OF 2180 NW 18th AVE IN POMPAHO
BEACH.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date **1/16/25**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

BID BOND

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

WHEREAS, PRINCIPAL has submitted a bid for Bid No. ITB25-009 Kip Jacoby Pickleball Courts.

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

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

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

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

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Signed and sealed on January 9, 2025

Bid Number ITB25-009

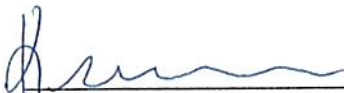
ATTEST:


Secretary

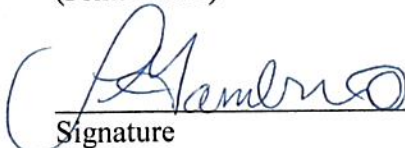
Cora McGibbun
(Print/Type Name)

(Corporate Seal)

IN THE PRESENCE OF:


Signature

Kailee Rosenhaus
(Print Name)


Signature

Sabra Gambino
(Print Name)

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

By  . President
(Signature and Title)

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

SURETY: Great Midwest Insurance Company,

By 
Agent and Attorney-in-Fact

Kevin Wojtowicz Attorney-in-Fact
(Print/Type Name)

Address: 800 Gessner, Suite 600
(Street)

Houston, TX 77024
(City/State/Zip Code)

Telephone No.: (713) 935-0226

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

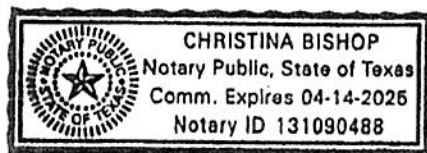
BY

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 9th Day of January, 2025



BY

Leslie K. Shaunty
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

10. Qualifications Of Bidders

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

10.1 How many years has your organization been in business as a General Contractor?
20

10.2 State of Florida Contractor's license # CGC1508864

Broward County Certificate of Competency #: _____
Expiration Date: _____

10.3 What is the last project of this nature that you have completed?
Monarch Lakes Park

10.4 Have you ever failed to complete work awarded to you? If Yes, where and why?
No

10.5 List all work performed over the last year.

Project Name Avery Lake

Owner's Name Straticon

Owner's Address 1515 S Federal Hwy ,Ste 401, Boca Raton, FL 33432

Phone Number 561-301-2268

Nature of Work Site work

Original Contract Completion Time (Days) 446

Original Contract Completion Date 3/1/2025

Actual Final Contract Completion Date _____

Original Contract Price 3,153,232.18

Actual Final Contract Price 3,266,735.21

(Attach additional information as required)

10.6 List all work of similar type, complexity, and comparable value over the past five (5) years and the nature of work performed. (Attach additional information on separate sheet)

Project Name BF James

Owner's Name City of Hallandale

Owner's Address 400 South Federal Highway Hallandale Beach, FL 33009

Phone Number (954) 457-1489

Nature of Work Site work & Installation of Playground courts and Bathrooms

Original Contract Completion Time (Days) 180

Original Contract Completion Date July, 2014

Actual Final Contract Completion Date June, 2014

Original Contract Price 936,000

Actual Final Contract Price 936,000

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

<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>	<u>CONTACT PERSON</u>
OB Johnson	-	954-865-8075	George Rich
Youth Sports Park	-	954.524.2575	Justen Shiff
Monarch Lakes Park	-	786-385-3439	Mario Ross

10.8 Have you personally inspected the proposed work and have you a complete plan for its performance?

Yes

10.9 Will you sub-contract any part of this work? ☒ Yes ☐ No

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

CLASSIFICATION
OF WORK

Electric

Courts Surface Nets, Fence

Awnings

NAME AND ADDRESS
OF SUBCONTRACTOR

Fischer Electric, Inc. 3121 NW 16th Terrace, Pompano Beach, FL 33064

Fast Dry 1400 NW 13th Ave. Pompano Beach, FL 33069

B&G Awnings P.O. Box 770462 Miami, FL 33177

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

10.10 The following information shall be provided for this project:

- (a) Estimated total construction manhours 14,400
- (b) Percent manhours to be performed by Contractor's permanent staff 18%
- (c) Percent manhours to be performed by direct hire employees 55%
- (d) Percent manhours to be performed by Subcontractors 27%

11. Equipment

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

Excavator, Dozer, Skid Steer Steer, Grader, Loader

11.1 What equipment will you rent for the proposed work?

None

11.2 What equipment will you purchase for the proposed work?

None



ITB25-009 Addendum 5

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

Supplier Response

Event Information

Number: ITB25-009 Addendum 5
Title: Kip Jacoby Pickleball Courts
Type: Invitation To Bid
Issue Date: 11/21/2024
Deadline: 1/16/2025 02:00 PM (ET)
Notes: The City of Pompano Beach, Florida (COPB) is interested in receiving bids in response to the ITB25-009 for Kip Jacoby Pickleball Courts in Pompano Beach. All questions regarding this ITB are to be submitted using the Questions feature in the ibid System. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this ITB in the eBid System, and the Proposer must obtain all addenda before submitting a response to this ITB.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

(F.S 287.057 (25), and General Conditions.

Any proposer, or lobbyist for a proposer, is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Purchasing Agent.

No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted in relation to this ITB. Any information that amends any portion of this ITB received by any method other than an Addendum issued to the ITB is not binding on the City of Pompano Beach.

Proposers must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a PDF at: <https://pompanobeachfl.ionwave.net>.

The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents.

Contact Information

Contact: Jeff English
Address: Purchasing
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: purchasing@copbfl.com

Alexander & Johnson Project Management and Development, Inc. Information

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

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

James Alexander

Signature

Submitted at 1/16/2025 01:13:18 PM (ET)

estimates@ajpmd.com

Email

Requested Attachments

Attachment A - Local Business Participation Form	Local Business Participation Form - KIP.pdf
Attachment B - Letter of Intent to Perform as a Local Subcontractor	LOI - - KIP.pdf
Attachment C - Local Business Unavailability Form	Local Business Unavail Form - KIP.pdf
Attachment D - Good Faith Effort Report Form	GFE - KIP.pdf
Attachment H - W9 Request for Taxpayer Identification Number and Certification	Attachment H - W9 Request for Taxpayer Identification Number and Certification.pdf
Attachment J - Bid Security Bond Form	Attachment J - Bid Security Bond Form.pdf

Bid Attributes

1 Drug-Free Workplace

STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

By choosing YES, I hereby certify that the company/firm complies with all the above requirements

Yes

2 Conflict of Interest

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

No

3 Substantial Project Completion

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

150

4 Final Project Completion

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

30

5 Total Project Completion

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

180

6 Terms & Conditions

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

☒ Agree

7 Acknowledgement of Addenda

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

☒ Yes

8 Bidder Acknowledgement**SECTION 6 - BIDDER ACKNOWLEDGEMENT**

6.1 The Bidder submits and agrees, if its bid is accepted, to enter into a Contract with the City in the form included in the ITB to perform and furnish all work as specified or indicated in the Sample Contract Documents for the Contract Price and within the Contract Time indicated in this bid and in accordance with the other terms and conditions of the Sample Contract resulting from the ITB.

6.2 Bidder accepts all of the terms and conditions of the ITB Documents, including, without limitation, those dealing with the disposition of Bid Security and the Sample Contract. The bid will remain subject to acceptance for one hundred twenty (120) days after the Bid unsealing. Bidder will sign and submit the Contract with the bonds and other documents required by Bidding Requirements within ten (10) days after the City's Notice of Award date.

6.3 In submitting its bid, Bidder represents, as more fully set forth in the Contract, that:

- Bidder has examined copies of all the ITB documents and the addendum/addenda.
- Bidder has familiarized itself with the nature and extent of the ITB Documents, work, site, locality, and all local conditions, laws, and regulations that may affect the cost, progress, performance, or furnishing of the work in any manner.
- Bidder has studied carefully all reports and drawings of physical conditions that are identified in the ITB.
- Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies [in addition to or to supplement those referred to in (c) above], which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as Bidder considers necessary for the performance or furnishing of the work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the ITB Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- Bidder has reviewed and checked all information and data shown or indicated on the ITB Documents with respect to existing site conditions and assumes responsibility for such. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said site area or will be required by Bidder in order to perform and furnish the work at work Contract Price, within the Contract Time and in accordance with other terms and conditions of the ITB Documents.
- Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the ITB Documents.
- Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in the ITB Documents and the written resolution thereof by the City is acceptable to Bidder.
- This bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

6.4 Bidder agrees that the construction of the Project will be substantially complete within ____ calendar days after the date when the Contract Time commences to run as provided in the General Conditions of the ITB document and completed and ready for final payment within ____ calendar days after the date when the Contract Time commences

to run.

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

6.6 Bidder agrees that all Federal, State, and Local sales and use taxes are included in the stated Bid Prices for the work.

6.7 Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the unit prices herein (if applicable) represent a true measure of the labor, materials, equipment and any other incidentals required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

6.8 The Bid Line-Item pricing includes all the necessary excavation, backfill, grading, restoration, and removal of materials dependent upon the construction of the work, complete in place, and the disposal of all excess materials, and the final cleaning up of the work.

6.9 At the preconstruction conference, the Bidder shall submit a complete detailed schedule of shop drawing submittals which will show lead time for the following:

- Date of planned submittal.
- Date of anticipated receipt of review (usually three weeks after submittal).
- Delivery lead time.
- Anticipated installation date.<nordpass-listeners></nordpass-listeners>

☒ Yes

Bid Lines

1	Type C Pre-Cast Inlets	Quantity: <u>2</u> UOM: <u>EA</u>	Unit Cost: <u>\$6,119.81</u>	Total: <u>\$12,239.62</u>
2	12" Solid HPPP	Quantity: <u>136</u> UOM: <u>LF</u>	Unit Cost: <u>\$106.77</u>	Total: <u>\$14,520.72</u>
3	Swale Area Creation	Quantity: <u>1</u> UOM: <u>EA</u>	Lump Sum Price: <u>\$12,535.56</u>	Total: <u>\$12,535.56</u>
4	Aluminum PRB	Quantity: <u>2</u> UOM: <u>EA</u>	Unit Cost: <u>\$502.22</u>	Total: <u>\$1,004.44</u>
5	Type F Curb & Gutter	Quantity: <u>105</u> UOM: <u>LF</u>	Unit Cost: <u>\$37.07</u>	Total: <u>\$3,892.35</u>
6	Concrete Sidewalks/Pads	Quantity: <u>240</u> UOM: <u>SY</u>	Unit Cost: <u>\$178.73</u>	Total: <u>\$42,895.20</u>
7	Subgrade & Limerock	Quantity: <u>2222</u> UOM: <u>SY</u>	Unit Cost: <u>\$62.96</u>	Total: <u>\$139,897.12</u>
8	2" Asphalt Court Surface	Quantity: <u>2022</u> UOM: <u>SY</u>	Unit Cost: <u>\$24.85</u>	Total: <u>\$50,246.70</u>

9	Court Coatings and Color & Striping	Quantity: <u>8</u> UOM: <u>EA</u>	Lump Sum Price: <u>\$1,373.76</u>	Total: <u>\$10,990.08</u>
10	Light Poles and Fixtures	Quantity: <u>1</u> UOM: <u>EA</u>	Lump Sum Price: <u>\$135,830.52</u>	Total: <u>\$135,830.52</u>
11	Electrical Package	Quantity: <u>1</u> UOM: <u>EA</u>	Lump Sum Price: <u>\$56,965.25</u>	Total: <u>\$56,965.25</u>
12	Bleachers	Quantity: <u>6</u> UOM: <u>EA</u> Unit Cost: <u>\$11,251.67</u>	Total: <u>\$67,510.02</u>	Supplier Notes: <u>Includes concrete slabs and shade sails.</u>
13	Trash Cans<nordpass-listeners	Quantity: <u>5</u> UOM: <u>EA</u> Unit Cost: <u>\$1.00</u>	Total: <u>\$5.00</u>	Supplier Notes: <u>By City Per plans. Submittal form will not allow a '0'.</u>
14	Bike Rack	Quantity: <u>1</u> UOM: <u>EA</u> Unit Cost: <u>\$5,609.02</u>	Total: <u>\$5,609.02</u>	Supplier Notes: <u>Includes concrete slabs.</u>
15	4' Tall Vinyl-Coated Fencing w/ Gates	Quantity: <u>1</u> UOM: <u>EA</u>	Lump Sum Price: <u>\$110,670.68</u>	Total: <u>\$110,670.68</u>
16	Landscape & Irrigation Package	Quantity: <u>1</u> UOM: <u>EA</u>	Lump Sum Price: <u>\$84,684.22</u>	Total: <u>\$84,684.22</u>
17	Right-of-Way Demo	Quantity: <u>1</u> UOM: <u>EA</u>	Lump Sum Price: <u>\$3,492.78</u>	Total: <u>\$3,492.78</u>
18	Idemnification	Quantity: <u>1</u> UOM: <u>EA</u>	Lump Sum Price: <u>\$10.00</u>	Total: <u>\$10.00</u>
19	Contingency Allowance	Quantity: <u>1</u> UOM: <u>EA</u>	Lump Sum Price: <u>\$50,000.00</u>	Total: <u>\$50,000.00</u>
20	Permit Fee Allowance	Quantity: <u>1</u> UOM: <u>EA</u>	Lump Sum Price: <u>\$10,000.00</u>	Total: <u>\$10,000.00</u>
21	Mobilization	Quantity: <u>1</u> UOM: <u>EA</u>	Lump Sum Price: <u>\$48,432.92</u>	Total: <u>\$48,432.92</u>
	Item Notes: Not to exceed 5% of Contract Total			
22	Clearing and Grubbing	Quantity: <u>1</u> UOM: <u>EA</u>	Lump Sum Price: <u>\$93,391.64</u>	Total: <u>\$93,391.64</u>

2 3	Soil Testing Services	Quantity: <u> 1 </u> UOM: <u>EA</u>	Lump Sum Price: <input type="text" value="\$4,739.47"/>	Total: <input type="text" value="\$4,739.47"/>
2 4	Maintenance of Traffic	Quantity: <u> 1 </u> UOM: <u>EA</u>	Lump Sum Price: <input type="text" value="\$28,252.54"/>	Total: <input type="text" value="\$28,252.54"/>
	Item Notes: Not to exceed 3% of Contract Total			
2 5	Erosion / Pollution Control w/ Silt Fencing	Quantity: <u> 1 </u> UOM: <u>EA</u>	Lump Sum Price: <input type="text" value="\$5,224.29"/>	Total: <input type="text" value="\$5,224.29"/>
2 6	Tree Protection	Quantity: <u> 1 </u> UOM: <u>EA</u>	Lump Sum Price: <input type="text" value="\$6,811.56"/>	Total: <input type="text" value="\$6,811.56"/>
2 7	Construction Stake-out	Quantity: <u> 1 </u> UOM: <u>EA</u>	Lump Sum Price: <input type="text" value="\$5,724.00"/>	Total: <input type="text" value="\$5,724.00"/>
2 8	Final Construction As-Builts	Quantity: <u> 1 </u> UOM: <u>EA</u>	Lump Sum Price: <input type="text" value="\$3,434.40"/>	Total: <input type="text" value="\$3,434.40"/>

Response Total: \$1,009,010.10

EXHIBIT B

GENERAL CONDITIONS

Exhibit B
General Conditions

ARTICLE 1. DEFINITIONS.

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

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

ARTICLE 2. THE WORK.

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

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

ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.

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

ARTICLE 4. INTENT AND INTERPRETATION.

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

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

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

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

ARTICLE 6. TEMPORARY UTILITIES.

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

ARTICLE 7. PROGRESS.

- 7.01 Contractor shall provide the Owner with full information in advance as to its plans for performing each part of the Work. This shall include, but not be limited to, schedules provided to the Owner as Post-Award Information and subsequently updated schedules submitted to the Owner on a monthly basis as required in Article 10 below, as a condition precedent to payment(s).

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

ARTICLE 8. EXPEDITING

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

ARTICLE 9. COMPLETION

- 9.01 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Consultant a comprehensive Punch List of items to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

- 9.01.01 For a Project with an estimated cost of less than \$10 million, the Punch List shall be completed within thirty (30) calendar days after Substantial Completion of the Project, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.01.02 For a Project with an estimated cost of \$10 million or more, the Punch List shall be completed within thirty (30) calendar days, unless otherwise extended elsewhere in the Contract Documents, but not to exceed sixty (60) calendar days, after reaching Substantial Completion, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.02 For a Project involving the construction of more than one building or structure, or involving a multiphased project, a Punch List shall be created for each building, structure, or phase of the Project pursuant to the limitations provided for above in 9.01.01 and 9.01.02, as applicable.
- 9.03 The failure to include any corrective work or pending items not yet completed on the List does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the contract. All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as defined by the Contract Documents.
- 9.04 Upon completion of all of the items on the Punch List, the Contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed 150 percent of the total costs to complete the outstanding item.
- 9.05 In the event that the Contractor fails, in whole or in part, to comply with the obligations and responsibilities required hereunder in paragraph 9.01, the Owner need not pay or process any payment request for remaining retainage.

ARTICLE 10. CONTRACT PAYMENTS

- 10.01 Schedule of Values:
- 10.01.01 The Contractor shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.
- 10.01.02 The Contractor's Schedule of Values apportions the Contract Price among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.
- 10.01.03 The Schedule of values shall be presented with such detail, and supported with whatever information the Project Consultant or the Owner reasonably requests.
- 10.01.04 The Contractor shall not imbalance its Schedule of Values nor artificially inflate or exaggerate any element thereof. Contractor's failure to comply with this provision shall be grounds for Owner to terminate Contractor, as provided for elsewhere herein.
- 10.02 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures provided herein.
- 10.02.01 On or before the **15th** day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit an Application for Payment to the Owner for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Contractor and Owner and as provided for in the Contract Documents. The Contractor shall also deliver a copy of the Application for Payment to the Project Consultant.
- 10.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Project Consultant, the Owner, or both.
- 10.02.03 The Owner shall not be required to pay for stored materials or equipment except as set forth in Article 25 below.

- 10.02.04 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the Work has been properly installed or performed in substantial compliance with the requirements of the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested.
- 10.02.05 Upon receipt of the Application for Payment, the Project Consultant shall:
- a. Within ten (10) days, review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents.
 - b. Approve in writing the amount which, in the opinion of the Project Consultant, is properly owing to the Contractor.
- 10.02.06 The Owner shall make payment to the Contractor within fifteen (15) days following the Project Consultant's written approval of the Application for Payment but in no event later than twenty-five (25) days after the invoice was received by the Owner.
- 10.02.07 The Owner may reject the Application for Payment within twenty (20) business days after the date on which the Application for Payment is stamped as received. The rejection shall be in writing and shall specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.
- 10.02.08 If the Owner disputes a portion of an Application for Payment, the undisputed portion must be timely paid.
- 10.02.09 The Contractor may submit a corrected Application for Payment which corrects the deficiency or deficiencies specified in writing by the Owner. The Owner shall either pay or reject the corrected Application for Payment within ten (10) business days after receipt of same.
- 10.02.10 If a dispute regarding the Application for Payment cannot be resolved pursuant to the process outlined herein, it must be resolved in accordance with the dispute resolution procedures outlined in Article 45.
- 10.02.11 The amount of each monthly payment shall be the amount approved for payment by the Project Consultant less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents or reasonable business practices. In the event of a dispute with regard to a portion of the Application for Payment, the Owner shall pay the undisputed portion pursuant to the timeline established in this Section.
- 10.02.12 The Project Consultant's approval of the Contractor's Applications for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in the Contract Documents.
- 10.02.13 The submission by the Contractor of an Application for Payment also constitutes an affirmative representation and warranty that all Work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance by any person whatsoever.
- 10.02.14 As a condition precedent to payment, the Contractor shall, as required elsewhere in the Contract Documents and as required by the Owner, also provide to the Owner documents relating to the Project, including but not limited to, updated schedules and daily logs, properly executed documents that all subcontractors, materialmen, suppliers or others having rights, acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any rights or other claims of any nature relating to the Project.
- 10.02.15 Furthermore, the Contractor warrants and represent that, upon payment of the Application for Payment submitted, title to all work included in such payment shall be vested in the Owner.
- 10.02.16 Dollar Value/Time Graphs: Each of the Contractor's Application for Payment shall be accompanied by a graph, prepared by the Contractor, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.
- 10.03 When payment is received from the Owner, the Contractor shall within five (5) days pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for all work covered by such payment. In the event such

payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable procedures in order to protect Owner's interest or Owner's desire to assist in having subcontractors, laborers, suppliers, materialmen or others paid.

- 10.04 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.

ARTICLE 11. WITHHOLDING PAYMENT TO CONTRACTOR

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

ARTICLE 12. CONTRACTOR'S RIGHT UPON NONPAYMENT.

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

ARTICLE 13. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER.

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

ARTICLE 14. LICENSES AND PERMITS.

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

ARTICLE 15. CEASE AND DESIST ORDER.

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

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

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

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

ARTICLE 17. SUBCONTRACTS.

- 17.01 The Contract Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor. Contractor shall not replace Subcontractor without good cause.
- 17.02 The Contractor shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:
- 17.02.01 The general form of Subcontract Agreement used by the Contractor within thirty (30) days of execution of the Construction Contract.
- 17.02.02 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within ten (10) days of said change.

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

ARTICLE 18. CONTRACTOR'S SUPERINTENDENT

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

ARTICLE 19. COOPERATION WITH OTHERS.

- 19.01 The Owner and other contractors and subcontractors may be working at the site during the performance of the Construction Contract, and Contractor's work may be interfered with as a result of such concurrent activities. Contractor shall fully cooperate with Owner and other contractors to avoid any delay or hindrance of the Work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.
- 19.02 If any part of the Contractor's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of

the Contractor to so report shall constitute an acceptance of the Owner or separate contractor's work as fit and proper to receive Contractor's Work, except as to defects which may subsequently become apparent in such work performed by others.

ARTICLE 20. SITE CONDITIONS.

- 20.01 Contractor shall have the sole responsibility to conduct reasonable inspection of the site and to satisfy itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of material; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted in the Contract Documents; governmental processes and requirements for obtaining permits other than issuance of the original building permits, certificates of occupancy and other regulatory/utility approvals; physical conditions at the work sites and the Project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quality of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Construction Contract; and all other matter which can in any way affect performance of the Construction Contract, or the cost associated with such performance.
- 20.02 The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work.
- 20.03 Contractor may reasonably rely upon site documentation provided by the Owner. In the event that during the course of the Work Contractor encounters an underground utility facility that was not shown on the Contract Documents; or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, within forty-eight (48) hours of their discovery, notify Owner and Project Consultant in writing of the existence of the aforesaid conditions. Project Consultant and Owner shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not changed as a result of the conditions, Project Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Owner and Contractor cannot agree on an adjustment in the Contract price or the Contract time, the adjustment shall be referred to Project Consultant for determination. Should Project Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, Project Consultant shall so notify Owner and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto. No request by Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Project Consultant as the date of substantial completion.

ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.

- 21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.
- 21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.
- 21.01.02 Contractor shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.
- 21.02 Contractor shall comply with all applicable laws and regulations.
- 21.02.01 Contractor shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner.

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

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

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

ARTICLE 23. ADMINISTRATION OF THE CONTRACT.

- 23.01 The Project Consultant will provide Administration of the Contract.
- 23.01.01 For those projects for which the City Engineer serves as the Project Consultant, all references to the Project Consultant shall be considered to be the City Engineer.
- 23.01.02 In the event the Owner should find it necessary to replace the Project Consultant, the Owner shall retain a replacement and the role of the replacement shall be the same as the role of the original Project Consultant.
- 23.02 Unless otherwise directed by the Owner in writing, the Project Consultant will perform those duties and discharge those responsibilities allocated to the Project Consultant by the Owner.
- 23.03 Neither the Project Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the Work or for the acts of omission or commission of the Contractor, its Subcontractors or their agents or employees.
- 23.04 The Project Consultant and Owner will each have the authority to reject Work which does not conform to the Contract Documents and to require special inspection or testing with prior approval by the Owner. Neither the Project Consultant's nor the Owner's authority to act under this Paragraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Consultant or the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 23.05 The Contractor shall forward all communications to the Project Consultant, with simultaneous copies to the Owner.
- 23.06 The Project Consultant will review and certify the Contractor's Application for Payments which the Owner must subsequently approve prior to Payment of the Contractor.
- 23.07 The Project Consultant shall approve shop drawings for design only, the Contractor being responsible for all dimensions, quantities, etc., necessary to complete the Work in compliance with the Drawings and Specifications and other Contract Documents.
- 23.08 The duties, responsibilities and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Contractor, the Project Consultant, and the Owner.
- 23.09 Notwithstanding anything to the Contrary in these General Conditions or any other "Contract Document" as that term is defined in the Professional Services Agreement between the City of Pompano Beach, Florida and the Project

Consultant, it is not the intention nor shall any of the provisions of those documents act as a release, limitation or discharge of the obligations or responsibilities of the Project Consultant pursuant to its agreement with the Owner.

- 23.10 The Project Consultant will utilize the Contractor Performance Report to monitor and record the Contractor's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to the contract.

ARTICLE 24. MATERIALS.

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

ARTICLE 25. STORED MATERIALS.

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

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

ARTICLE 26. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.

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

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

ARTICLE 27. WARRANTY.

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

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

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

ARTICLE 29. PROJECT RECORD DOCUMENTS AND SURVEY.

- 29.01 A marked up record set of the Contract Documents and other project records as required elsewhere within the Contract Documents will be kept up to date by the Contractor on the jobsite at all times. These documents will be given to the Project Consultant at the completion of the Work as required by the Contract Documents, and properly labeled as "Project Record Documents."
- 29.02 In addition to the "Project Record Documents", the Contractor will cause to have prepared by a Surveyor, registered in the State of Florida, a site survey clearly representing all Work done under this Contract and updating the original survey as may have been provided by the Owner.

- 29.03 The Contractor shall submit Project Record Documents and Survey in the manner and format specified elsewhere in the Contract Documents.
- 29.04 This is a critical item and final payment will be withheld from the Contractor until "Project Record Documents" and survey are provided by the Contractor and approved by the Project Consultant.

ARTICLE 30. SALVAGE.

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

ARTICLE 31. CLAIMS BY THE CONTRACTOR.

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

ARTICLE 32. CHANGE ORDERS.

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

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

OVERHEAD AND PROFIT:

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

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

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

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

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

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

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

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

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

32.03 The Project Consultant will have authority to order minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order of the Project Consultant and such changes shall be binding on the Owner and the Contractor.

- 32.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The City of Pompano Beach, Florida under its General Services Manual, the rules of which are incorporated below:
- A. The City Manager is authorized to approve change orders up to the cumulative total of 10 percent of the original construction contract amount, not to exceed \$75,000 in the aggregate.
 - B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 32.04A above, all subsequent change orders will require prior City Commission approval, except in emergency cases as declared by the City Manager, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.
 - C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by City Commission action at the next regular meeting of the City Commission.

ARTICLE 33. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.

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

ARTICLE 34. SAFETY, PROTECTION OF WORK AND PROPERTY.

- 34.01 Contractor shall be fully and solely responsible for conducting all operations under this Construction Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continuously and diligently inspect all Work, material and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.
- 34.02 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters.
- 34.03 Contractor shall provide safety equipment and enforce the use of such equipment by its employees.
- 34.04 Contractor shall maintain accurate accident and injury reports and shall provide to Owner a monthly summary of injuries and man hours lost due to injuries.

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

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

ARTICLE 35. ROYALTIES AND PATENTS.

- 35.01 The Contractor shall pay all royalties and license fees.
- 35.02 The Contractor shall be responsible for all infringement of patent rights and shall assume the defense, including payment of attorney fees and costs, of any suit brought against Contractor and/or Owner for infringement of any United States patent or for wrongful use of proprietary information of any third party.
- 35.03 Contractor hereby indemnifies and shall defend and hold harmless Owner, its officers, its officials, its agents, its employees, and its representatives, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, and arising out of the use of the equipment or materials provided under this Construction Contract by Contractor, or out of the process of actions employed by, or on behalf of Contractor in connection with the performances of this Construction Contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further, that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.
- 35.04 Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, materials or processes, provided that

such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Contract Documents.

- 35.05 The indemnification pursuant to Florida Statute 725.06 and other Florida laws, etc., shall have a separate consideration of \$1.00, receipt of which is hereby acknowledged and incorporated into the project sum. This is incorporated by reference into the Bid Documentation and Specifications if any.

ARTICLE 36. TAXES.

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

ARTICLE 37. INDEMNITY AND HOLD HARMLESS.

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

ARTICLE 38. TERMINATION BY THE CONTRACTOR.

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

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

- 39.01 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;

- 39.02 In the event the Owner directs a suspension of performance under this Paragraph through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of the following items only:
- 39.02.01 Demobilization and remobilization, including such costs paid to subcontractors;
- 39.02.02 Preserving and protecting Work in place;
- 39.02.03 Storage of materials or equipment purchased for the Project, including insurance thereon;
- 39.02.04 Performing in a later, or during a longer, time frame than that contemplated by this Contract.

ARTICLE 40. TERMINATION BY THE OWNER.

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

4. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

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

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

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

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

ARTICLE 41. CONTRACTOR'S INSURANCE

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

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

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

41.04 The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than \$1,000,000 for injury or death to any one person and not less than \$2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than \$1,000,000 per claimant and \$2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. In the event that work to be performed hereunder by Contractor involves the removal and disposal of asbestos-related materials, Contractor shall, in addition to the foregoing coverages, also provide and carry Asbestos Liability-Occurrence form only, with \$1,000,000 per occurrence, \$2,000,000 aggregate. All insurance shall name the Owner as an additional insured, and shall remain in full force and effect for two (2) years following Contractor's completion of the work.

41.05 The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent

(100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.

- 41.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars (\$1,000,000) per claimant, one million dollars (\$1,000,000) per occurrence.
- 41.07 The insurance coverage amounts provided for in this Section are the minimum required insurance amounts. The Owner may require additional insurance or coverage on a case-by-case basis. Any insurance or coverage amounts in addition to those provided for herein shall be specified in the Contract Documents.
- 41.08 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.
- 41.09 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.
- 41.10 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.
- 41.11 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.
- 41.12 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

ARTICLE 42. PERFORMANCE BOND AND PAYMENT BOND

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

ARTICLE 43. RIGHT TO AUDIT PROVISIONS

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

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

ARTICLE 44. LAWS AND REGULATIONS

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

ARTICLE 45. DISPUTE RESOLUTION.

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

ARTICLE 46. GOVERNING LAW AND ATTORNEYS FEES.

- 46.01 The Construction Contract shall be governed by the laws of the State of Florida.
- 46.02 In the event either party institutes litigation regarding or relating to this Contract or for breach of any of its terms all litigation and appeals shall have venue in Broward County, Florida or in the U.S. District Court for the Southern District of Florida.
- 46.03 To the fullest extent permitted by law, Owner, Contractor, and Contractor's Surety do hereby each waive the right to trial by jury in any action or proceeding, including any counterclaims/crossclaims/third (or more remote) party complaints which may be brought by Owner, Contractor, or Surety, jointly and/or severally, arising out of or in any way related to this Construction Contract and/or attendant suretyship including, without limiting the generality thereof, any claim for damages resulting from any act or omission of Owner, Contractor, or Surety, jointly or severally, in any way connected with this Construction Contract.

ARTICLE 47. RIGHTS AND REMEDIES.

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

ARTICLE 48. SUCCESSORS, ASSIGNS AND ASSIGNMENT.

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

ARTICLE 49. PUBLIC RECORDS.

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

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC

**RECORDS RELATING TO THIS CONTRACT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT:**

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

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PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 THE REQUIREMENT

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

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

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. All applicable sections of the Specifications.

B. General Conditions.

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in Contractor's field office apart from documents used for construction.

1. Provide files and racks for storage of documents.
2. Provide locked cabinet or secure storage space for storage of samples.

B. File documents and samples in accordance with Construction Specifications Institute (CSI) format.

C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

D. Make documents and samples available at all times for inspection by the City's Representatives.

1.04 MARKING DEVICES

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

1.05 RECORDING

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

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

1.06 RECORD DRAWINGS

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

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

an electronic file (DWG format, AutoCAD, Version 2011 or more recent version OR GIS) to the Contractor on compact disk or any other electronic means.

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

- B. At a minimum the project record shall be reviewed on the 20th working day of every third month, or more often, as deemed necessary by Project Manager, after the month in which the final Notice-to Proceed is given as well as on completion of work. Failure to maintain the project record up-to-date shall be grounds for withholding monthly progress payments until such time as the record drawings are brought up-to date.
- C. The project record shall be accessible to the City at all times during construction period.
- D. The cost of maintaining record changes, and preparation of the record drawings shall be included in the unit prices bid for the affected items. Upon completion of the work, the Contractor shall furnish the Project Manager the set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2011 or more recent version OR GIS) Pay request quantities must match this same set of record drawings. The completed Record drawings shall be delivered to the Program Manager at least forty-eight (48) hours prior to final inspection of the work. The Final Inspection will not be conducted unless the Record Drawings are in the possession of the Project Manager.
- E. The completed (or final) record drawings shall be certified by a Professional Land Surveyor, a registered and licensed Architect, a registered and licensed Engineer, a registered and licensed Landscape Architect, registered in the State of Florida. This certification shall consist of the professional discipline official's embossed seal bearing the professional discipline official's registration number, signature and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set shall list the business address and telephone number for all of the professional discipline officials.
- F. Representative items of work that should be shown on the record drawings as verified, changed or added are shown below:
 - 1. All deviations from condition shown in the Construction Documents including Change Orders, Field Orders and other varying conditions.
 - 2. Every utility (gas, telephone, power, water, force main, etc.) encountered and/or crossing drainage, water or sanitary sewer facilities (whether it is a conflict or has sufficient clearances) shall be located, both horizontally and vertically. The clearance between the facilities horizontal and vertical shall be noted. For instance, if a two inch (2") gas main crosses over the top of a six inch (6") potable water main, the bottom elevation of the gas main shall be noted and the top of the water main shall be noted. The difference between the two facilities will be the clearance between the two facilities. Parallel mains shall note the clearance between the outside of the mains. It shall be the Contractor's responsibility to note these

crossings on a daily basis and ensure that this information is reflected on the Record Drawing plan set. Crossings will not require state plane coordinates.

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

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

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

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EXHIBIT C

SUPPLEMENTARY CONDITIONS

Insurance Requirements



CERTIFICATE OF LIABILITY INSURANCE

Exhibit "C"

DATE (MM/DD/YYYY)

03/05/2025

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

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

PRODUCER JDA Insurance Group 120 N. Federal Hwy., #301 Lake Worth FL 33460		CONTACT NAME: Kassie Huskey PHONE (A/C, No, Ext): (561) 296-0373 FAX (A/C, No): (561) 828-0997 E-MAIL ADDRESS: kassie@thejdagroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Kinsale Insurance Company	
		INSURER B: Ascot Specialty Insurance Company	
		INSURER C: Florida Citrus, Business & Industries Fund	
		INSURER D: Upland Specialty Insurance Company	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2512205706 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		0100232372-1	03/28/2024	03/28/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ESAL2510004409-01	01/09/2025	01/09/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0100232473-1	03/28/2024	03/28/2025	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	10667460-2024	10/04/2024	10/04/2025	PER STATUTE OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
D	EXCESS AUTOMOBILE LIABILITY			USXTL0841425	01/09/2025	01/09/2026	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000						

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

James Alexander, as owner/officer, is exempt from coverage of the worker's compensation policy referenced herein.

Certificate holder shall be included as additional insured with respects to General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach
100 W. Atlantic Blvd.

Pompano Beach

FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony S. Santos

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