No. 13090

THIRD AMENDMENT TO CONSTRUCTION AGREEMENT FOR ASPHALTIC CONCRETE PAVING SERVICES

THIS IS A THIRD AMENDMENT TO THE CONSTRUCTION AGREEMENT FOR ASPHALTIC CONCRETE PAVING SERVICES by and between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY",

and

WEEKLEY ASPHALT PAVING, INC., a Florida corporation, having its office and place of business at 20701 Stirling Road, Pembroke Pines, Florida 33332, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into Construction Agreement No. 1843 for Asphaltic Concrete Paving services on May 1, 2023, ("Original Agreement"), approved by City Resolution No. 2023-139; and

WHEREAS, the parties entered into a First Amendment No. 12306, to the Original Agreement on April 30, 2024, approved by City Resolution No. 2024-115; and

WHEREAS, the parties entered into a Second Amendment No. 12808, to the Original Agreement on April 29, 2025, approved by City Resolution No. 2025-116; and

WHEREAS, the CITY has received an allocation from Broward County Transportation System Surtax funding approved for additional paving services on City Streets and desires, along with the CONTRACTOR, to extend the Original Agreement for one (1) additional one-year period and to amend certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants, the Parties agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and is incorporated by this reference.

2. The term of the Original Agreement No. 1843 is extended for one (1) additional one-year period, and shall end on April 30, 2027, under the same terms and conditions, except as outlined below.

3. Article "6. Contract Price." of the Original Agreement is amended to read as follows:

> OWNER shall pay CONTRACTOR for completion of the Work in accordance with Contract Documents in current funds as follows:
>
> **CITY agrees to pay CONTRACTOR for performance of the Work set forth in this Agreement as found in Exhibit "A," based on the agreed unit cost. The amount paid to CONTRACTOR will not exceed the annual approved budgeted amount.** ~~CONTRACTOR shall charge OWNER for services per the line item break down specified within Exhibit A. Services for the term of this Agreement shall not exceed one million nine hundred forty-six thousand eight hundred and ninety-five dollars ($1,946,895.00). Pricing shall remain firm for the initial period of this Agreement.~~

4. Article 9, "CONTRACT DOCUMENTS," of the Original Agreement is amended as follows:

> Exhibit "A" – Original Agreement, including the Invitation to Bid, bid addenda and submittals
>
> Exhibit "B" – General Conditions
>
> Exhibit "C" – Interlocal Agreement for Surtax-Funded Municipal Transportation Project and the Surtax Funding Agreement between Broward County and the City of Pompano Beach.

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 C
b) This Agreement
c) Exhibit "B." General Conditions
d) Exhibit "A," including the Invitation to Bid, bid addenda and submittals ~~IFB, addenda and documentation~~

5. The Original Agreement is amended by adding a new Exhibit C, "Interlocal Agreement for Surtax-Funded Municipal Transportation Project and the Surtax Funding Agreement between Broward County and the City of Pompano Beach."

6. This Third Amendment shall bind the parties and their respective executors, administrators, successors and assigns and shall be fully effective as though the Amendment had been originally included in the Agreement.

THE REMAINDER OF THE 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

By:_____
GREGORY P. HARRISON, CITY MANAGER

(SEAL)

APPROVED AS TO FORM:

_____
MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR"

Weekley Asphalt Paving, Inc.

Witnesses:

By: _____
Daniel D. Weekley, President

Tracie Romero
(Print or Type Name)

Eduardo Espinoza
(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 15 day of April, 2026, Daniel D. Weekley as President of Weekley Asphalt Paving, Inc., a Florida corporation on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

NOTARY'S SEAL:

KELLY M. REED
Commission # HH 413668
Expires July 28, 2027

Kelly M. Reed
NOTARY PUBLIC, STATE OF FLORIDA

Kelly M. Reed
(Name of Acknowledger Typed, Printed or Stamped)

HH413668
Commission Number

JES/mcm
4/15/26
l:agr/pw/2026-396

WEEKLASP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/27/2026

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
Commercial Lines - (305) 443-4886
USI Insurance Services LLC
201 Alhambra Circle, Suite 1205
Coral Gables, FL 33134

CONTACT NAME: Dawn Disch
PHONE (A/C, No, Ext): 786-454-2122 **FAX (A/C, No):** 7862649232
E-MAIL ADDRESS: dawn.disch@usi.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Old Republic Insurance Company	24147
INSURER B :	Axis Surplus Insurance Company	26620
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Weekley Asphalt Paving, Inc.
20701 Stirling Road
Pembroke Pines FL 33332

COVERAGES **CERTIFICATE NUMBER:** 16024009 **REVISION NUMBER:** See below

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			MWZY31242626	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			MWTB31242526	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	[ ] UMBRELLA LIAB [ ] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			P00100078246704	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC31242726	3/1/2026	3/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

APPROVED Daniel Beecher
By Daniel Beecher at 4:09 pm, Mar 04, 2026

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

RE: Pompano Beach Airport Taxiway Kilo Location - Bid H-57-12 City of Pompano Beach and Kimley-Horn and Associates are liested as additional insured's with respects to the general liability policy.

CERTIFICATE HOLDER

City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach FL 33060

CANCELLATION

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

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Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
D	Pollution Legal Liability			CPL0001728-1	06/08/2024	06/02/2026	$2,000,000 Each Incident $2,000,000 Aggregate Limit

WEEKLASP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/15/2025

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
Commercial Lines - (305) 443-4886
USI Insurance Services LLC
201 Alhambra Circle, Suite 1205
Coral Gables, FL 33134

CONTACT NAME: Dawn Disch
PHONE (A/C, No, Ext): 786-454-2122 **FAX (A/C, No):** 7862649232
E-MAIL ADDRESS: dawn.disch@usi.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Old Republic Insurance Company	24147
INSURER B :	Axis Surplus Insurance Company	26620
INSURER C :	Allied World Assurance Co (US)	19489
INSURER D :	QBE Insurance Corporation	39217
INSURER E :	Sirius International Insurance Corporation	AA-1440076
INSURER F :		

INSURED
Weekley Asphalt Paving, Inc.
20701 Stirling Road
Pembroke Pines FL 33332

COVERAGES **CERTIFICATE NUMBER:** 15963165 **REVISION NUMBER:** See below

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X		MWZY31242625	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 50,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X		MWTB31242525	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	[ ] UMBRELLA LIAB [ ] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			00100078246704	3/1/2025	3/1/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC31242725	3/1/2025	3/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Legal Liability			0310-8694	08/04/2023	08/04/2026	$1,000,000 Each Incident Limit	

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

The City of Pompano Beach is named as Additional Insured with respect to General Liability as required by written contract.

APPROVED Brittney Dixon
By Brittney Dixon at 3:34 pm, Apr 15, 2025

CERTIFICATE HOLDER

City of Pompano Beach
100 West Atlantic Blvd
Building Department
Pompano Beach, FL 33060

CANCELLATION

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

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(This certificate replaces certificate# 15962429 issued on 4/8/2025)

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
D	Leased & Rented Equipment			23273130	3/1/2025	3/1/2026	L&R Equipment $200,000 Deductible $5,000 Special Form
E	Pollution Legal Liability			CPL0001728-1	06/08/2024	06/02/2026	$2,000,000 Each Incident $2,000,000 Aggregate Limit

STANDARD TERMS AND CONDITIONS FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT INTERLOCAL AGREEMENTS (REHABILITATION & MAINTENANCE PROJECTS, MICROTRANSIT, CAPITAL PROJECTS, AND GRANT MATCH PROGRAM)

These Standard Terms and Conditions ("Standard T&Cs") shall apply to all approved Eligible Municipal Projects as provided for in the 2025 Transportation System Surtax Interlocal Agreement (Third Amendment) ("2025 ILA") entered into between certain Broward County municipalities (each a "Municipality" and collectively, "Participating Municipalities") and Broward County, a political subdivision of the State of Florida ("County"). County and the applicable Municipality may also be identified individually as a "Party" and collectively referred to as the "Parties."

RECITALS

A. Municipality has submitted one or more requests to County to allocate annual available Transportation Surtax funding ("Funding") for one or more Eligible Municipal Projects as provided for in the 2025 ILA (each Municipality's request is referred to as an "Application" and includes the cover sheet to these Standard T&Cs with each applicable Party's address of record and signature).

B. Pursuant to the terms of the 2025 ILA, County has reviewed each such Application and approved the funding of the identified Eligible Municipal Projects, which, combined with these Standard T&Cs (and documents referenced or incorporated herein), constitute the Surtax Funding Agreement (as defined in the 2025 ILA) between the applicable Municipality and County.

C. The purpose of these Standard T&Cs is to set forth the terms and conditions (in addition to those stated in the 2025 ILA) associated with County providing Municipality with funding for its Eligible Municipal Projects.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS (ALL ELIGIBLE MUNICIPAL PROJECTS)

Capitalized terms used in these Standard T&Cs shall have the same definitions as used in the 2025 ILA unless expressly provided for herein. In addition to the defined terms, the terms below shall have the following meanings as used in these Standard T&Cs.

1.1. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and/or inspection, or other professional services for the applicable Eligible Municipal Project.

1.2. **Contract Administrator** means the County Administrator, or such other person designated by the County Administrator in writing.

1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the construction or performance of an Eligible Municipal Project.

1.4. **Grant Match Program** means the program described in Section 4.5 of the 2025 ILA.

1.5. **Maximum Funding Amount** means, as applicable, the maximum funding amount provided to each Municipality for its annual formula-based funding for Eligible Municipal Projects or the maximum amount referenced in County's approval of an Application for Grant Match Program funding.

1.6. **Project Manager** means Municipality's project manager for the Eligible Municipal Project(s) as identified in Municipality's contracts for such Projects or as provided in writing to the Contract Administrator.

1.7. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Eligible Municipal Project(s). The term "Subcontractor" includes subconsultants.

ARTICLE 2. MUNICIPAL R&M PROJECTS, MUNICIPAL CAPITAL PROJECTS, AND MCP TAILS

This Article 2 only applies to Municipal R&M Projects, Municipal Capital Projects, and Municipal Capital Project Tails (unless such tails are governed under a prior Surtax Funding Agreement that is being amended to address funding for the "tail"), and does not apply to On-demand Transportation Services.

2.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Eligible Municipal Project(s) in accordance with a written Project description and schedule for each Eligible Municipal Project included within its Application, which description and schedule must be provided in writing by Municipality to the Contract Administrator and is subject to final County approval of the Project(s).

2.2. Municipal Responsibility for its Eligible Municipal Project(s). Municipality is solely responsible for the timely solicitation of vendors, obtaining permits, securing applicable property rights, and the performance and/or completion of each Eligible Municipal Project. Unless County has elected to deliver an Eligible Municipal Project as provided for in these Standard T&Cs or the 2025 ILA, County has no responsibility of any kind in connection with any element associated with the performance and/or completion of such Projects. Further, nothing contained herein shall create any contractual relationship between County and any Contractor, Consultant, Subcontractor, vendor, or supplier.

2.3. Compliance with Law; Competitive Procurement of Public Construction Works; Consultants' Competitive Negotiation Act. Municipality must comply with Applicable Law, including, if applicable, Sections 255.20 and 287.055, Florida Statutes, in the procurement of any

services or materials relating to the Eligible Municipal Project. If any applicable state or federal procurement requirement is stricter than any County requirement, Municipality shall be obligated to meet the stricter requirement.

2.4. Modifications to Eligible Municipal Project. No proposed modification by a Municipality that will materially modify an approved Eligible Municipal Project under a Surtax Funding Agreement (e.g., shifting Formula-based Funding between approved Projects, start/completion date outside of the Fiscal Year for which funding is provided, change in geographic location, reduction in scope of work for the Project, addition of decorative elements and/or functional public art as described in Section 2.10 of the 2025 ILA that was not identified in Municipality's initial submissions regarding the Project) shall be made unless Municipality first obtains written approval by the Contract Administrator. Municipality shall cooperate with the Contract Administrator's review of any proposed material modification by providing any documentation requested by the Contract Administrator associated with the Eligible Municipal Project. Except for cost escalation and contingency expressly authorized in the 2025 ILA or these Standard T&Cs, any requested modification that would increase the Maximum Funding Amount for a Municipal Capital Project, a Municipal Capital Project Tail, Grant Match Program, and remaining Cycle 1 Municipal R&M Projects requires approval by the County Commission. Nonmaterial changes to an Eligible Municipal Project (i.e., changes not requiring Contract Administrator approval pursuant to this section and the 2025 ILA) may be approved by the Project Manager and must be included in Municipality's next required Project reporting to the Contract Administrator.

2.5. Contractor and Consultant Contracts; County-Approved Provisions.

2.5.1. Prior to Solicitation Publication. At least 20 days prior to publication of any solicitation by Municipality for an Eligible Municipal Project, Municipality shall provide Contract Administrator with:

(a) the proposed solicitation;
(b) the proposed contract(s); and
(c) a written certification ("Compliance Certification"), executed by Municipality through its counsel and/or head of procurement, confirming to the Contract Administrator that:
    (i) the proposed solicitation and proposed contract(s), if published and executed, will comply with Applicable Law and the Surtax Funding Agreement, including without limitation, Sections 8.1, 10.1, 10.5, 10.6, 11.4; and
    (ii) the proposed contract(s) either (i) includes the County-Approved Provisions, (as defined in Section 2.5.5), with only such changes as are necessary to give full effect to those provisions; or (ii) does not include the County-Approved Provisions.

2.5.2. Municipality shall not enter into any contract (including entering into an amendment or work authorization under an existing agreement) for an Eligible Municipal

Project where the solicitation has not been provided in Section 2.5.1 above or utilizes a contract with a Contractor or Consultant that omits the County-Approved Provisions (as defined in Section 2.5.5) unless Municipality first obtains written approval from the Contract Administrator and the County Attorney's Office.

2.5.3. Prior to Award. Prior to Municipality awarding a contract to a Contractor or Consultant for an Eligible Municipal Project (including entering into an amendment or work authorization under an existing agreement), or otherwise procuring work for an Eligible Municipal Project, Municipality shall provide the Contract Administrator with, as applicable, (a) the responsive submission by the proposed Consultant or Contractor, subject to Section 11.4, and (b) if the documents listed in Section 2.5.1 were not previously provided to County or were changed in any material respect after issuance of the solicitation, the applicable documents listed in Section 2.5.1, including a new Compliance Certification addressing the modified documents.

2.5.4. Municipality agrees and acknowledges that County's review or approval of any Municipal contract, or any provision thereof, is solely for the purpose of protecting County's interests, that County review or approval thereof should not be relied on by Municipality, and that such review or approval does not constitute a legal opinion by the County Attorney's Office for the benefit of Municipality or any third party, including without limitation as to the legal sufficiency of the contract, and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under the Surtax Funding Agreement.

2.5.5. For purposes of this Section 2.5, "County-Approved Provisions" means the provisions (as amended from time to time) in effect on the effective date of the Surtax Funding Agreement, available at https://mapbroward.org/municipal-partners/municipal-surtax-program/ or provided to Municipality upon request.

2.6. Coordinated Surtax Project Delivery; Funding Withholding; Other Delayed Funding. To avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of Projects with other Projects (which may include another Municipality, County, and/or the Florida Department of Transportation) that affect the same or nearby transportation elements (collectively, "Coordinated Delivery"). The Contract Administrator shall provide prompt notice to Municipality if County determines that Municipality's schedule requires adjustment to facilitate Coordinated Delivery. Upon receipt of such a notice, Municipality shall use its best efforts and take all reasonable steps to suspend performance of any additional work pending an agreed adjustment to the Eligible Municipal Project's schedule, and the Parties shall cooperate to mutually approve any adjustments required in any applicable funding schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator). County may withhold any scheduled Funding, including without limitation, withholding permitted under Section 6.6 below, until such adjustments are mutually approved in writing by the Parties. To the extent some or all of an Eligible Municipal Project's costs increase as a direct result of a timing

adjustment to accommodate a Coordinated Delivery, and provided cost escalation/contingency funds are or were appropriated, such increased costs will be addressed consistent with Section 4.4.4 of the 2025 ILA via an amendment to the funding schedule (if any) or via an amendment to the Surtax Funding Agreement.

2.7. Project Delivery by Another Entity. County may elect at any time, and with the consent of the applicable Municipality or Municipalities (which consent shall not be unreasonably withheld), to have County or FDOT deliver any Eligible Municipal Project. County will provide written notice to the applicable Municipalities of the intent County or FDOT to perform some or all work associated with an Eligible Municipal Project. In such event, pursuant to Section 5.4 of the 2025 ILA, the Funding that would have been provided to Municipality for that Project will be retained by County and/or paid to the entity delivering the Project. Notwithstanding the delivery of an Eligible Municipal Project by an entity other than the requesting Municipality, Funding for the Project will be counted toward that Fiscal Year's satisfaction of County's Minimum Annual Guarantee obligations.

ARTICLE 3. ON-DEMAND TRANSPORTATION SERVICES

Any Municipality seeking Funding for On-demand Transportation Services shall strictly comply with all requirements contained in Section 4.3.6 of the 2025 ILA including, without limitation, providing a copy of Municipality's contract with the service provider to the Contract Administrator prior to execution (unless the contract was executed prior to the effective date of the 2025 ILA), as well as a copy of all insurance certificates. If Municipality is continuing a contract with an On-demand Transportation Services provider that was effective prior to the effective date of the 2025 ILA, Municipality shall ensure that an amendment is entered into with that provider to bring the contract into compliance with the requirements of the 2025 ILA and provide a copy of same to the Contract Administrator prior to obtaining or expending Funding for such service. Municipality shall further ensure that at all times during each Fiscal Year where Funding is utilized for On-demand Transportation Services that the contract with the service provider remains in full compliance with the 2025 ILA.

ARTICLE 4. GRANT MATCH PROGRAM ADDITIONAL TERMS AND CONDITIONS

In accordance with Section 4.5 of the 2025 ILA, to the extent there is any preemption or express, direct conflict between the terms of these Standard T&Cs or the 2025 ILA and the requirements contained in any state or federal grant or appropriation (e.g., compliance with County ordinance, etc.) for which Funding is being provided to Municipality under the Grant Match Program, the requirements of any state or federal grant or appropriation shall govern, but only to the minimum extent required to comply with such state or federal requirements. Unless otherwise permitted pursuant to Applicable Law, no CBE goal will be assigned to the Project for which Funding is being provided to Municipality under the Grant Match Program.

ARTICLE 5. TIME OF PERFORMANCE (ALL ELIGIBLE MUNICIPAL PROJECTS)

5.1. Time of Performance. These Standard T&Cs (along with the 2025 ILA) shall govern through completion of the Eligible Municipal Project(s) as described and identified in the Application.

5.2. Fiscal Year. The continuation of a Surtax Funding Agreement beyond the end of any Fiscal Year is subject to both the appropriation and the availability of Transportation Surtax funds in accordance with Chapters 129 and 212, Florida Statutes.

5.3. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality's performance of its duties, obligations, and responsibilities under the Surtax Funding Agreement and these Standard T&Cs.

ARTICLE 6. FUNDING (ALL ELIGIBLE MUNICIPAL PROJECTS)

6.1. Surtax Funding. All Funding provided to Municipalities for Eligible Municipal Projects shall be paid exclusively from and subject to the availability of proceeds from the Transportation Surtax, and County shall not have any obligation to provide, nor shall County provide, any funding from County's general revenue or any other County source. Municipality agrees and stipulates that Funding provided by County to Municipality for an Eligible Municipal Project must only be utilized by Municipality for purposes permitted under Section 212.055(1), Florida Statutes.

6.2. Method of Billing and Payment. Upon Municipality's request, Formula-based Funding will be paid to Municipality in a lump sum upon the Effective Date of the Surtax Funding Agreement unless Municipality and Contract Administrator approve a different funding schedule. Each request for Funding (whether for the lump sum or pursuant to a funding schedule) must comply with any requirements established in writing by the Contract Administrator and be accompanied by a certification by the chief administrative officer and the chief financial officer of Municipality (or other written designee), that all funds received or utilized to date by Municipality for Eligible Municipal Projects were, or will be, utilized only for Eligible Municipal Projects subject to Surtax Funding Agreements. If Municipality is receiving Funding pursuant to a funding schedule rather than as a lump sum in advance, the funding schedule may be changed if approved in writing by the Contract Administrator.

6.3. Cost Escalation; Contingency. Except for cost escalation or contingency approved by the Contract Administrator, Municipality acknowledges that the Maximum Funding Amount for Eligible Municipal Projects funded through Formula-based Funding or the Grant Match Program is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for applicable Eligible Municipal Project(s). Other than the initial approved Maximum Funding Amount (inclusive of cost escalation or contingency provided for in the 2025 ILA), County shall have no liability to provide additional Funding regardless of the basis for any claim or the basis for increased cost, including without limitation, differing site conditions, delays, weather, or any other reason. Municipality shall be solely responsible for funding all such additional amounts to complete each Eligible Municipal Project as well as for all costs to operate, support, and maintain its Eligible Municipal Project(s) in perpetuity or until the

end of the Eligible Municipal Project(s) useful life unless otherwise agreed in writing by the Parties and consistent with the Broward County Code of Ordinances.

6.4. Overpayments; Refunds.

6.4.1. If Formula-based Funding provided by County exceeds the actual amounts expended by Municipality for approved Municipal R&M Projects or On-demand Transportation Services, subject to the Contract Administrator's prior written approval, Municipality may elect to add new Municipal R&M Project(s) or additional On-demand Transportation Services in the current or next Fiscal Year and have such funding applied to that supplemental Project (with the supplemental Projects subject to the same application and approval processes as the annual Application submitted by Municipality).

6.4.2. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or On-demand Transportation Services provider in connection with an Eligible Municipal Project paid for with Formula-based Funding shall first be utilized by Municipality to complete the applicable Eligible Municipal Project for which such amounts relate. Any such funds not needed to complete such Project(s) shall either be added to the next Fiscal Year's Funding to be received by Municipality from County or paid by Municipality to County within 30 days after County has given written notice of the requirement to pay, as elected by the Contract Administrator. Municipality shall promptly notify County of any amount of proceeds received by or credited to Municipality, and of any claims filed or asserted relating to an Eligible Municipal Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any proceeds are first credited or repaid to the benefit of County before any other allocation.

6.4.3. Any unspent Funding or refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor or Consultant, for Eligible Municipal Projects other than those being completed with Formula-based funding (e.g., MCP Tails, Grant Match Program Projects, Municipal R&M Projects funded prior to FY 2026, etc.) are not subject to this Section 6.4 and shall be included in the Annual True-Up provided for in Section 5.1 of the 2025 ILA and utilized by County in accordance with the provisions of the 2025 ILA.

6.5. Separate Accounting. Subject to prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for each Eligible Municipal Project other than as provided in Section 6.2 of the 2025 ILA, provided the accounting method permits a full and complete audit of the funds (and any interest earned thereon) as required in the 2025 ILA and these Standard T&Cs.

6.6. Withholding by County. County may withhold, in whole or in part, payment to a Municipality to the extent necessary to ensure utilization of the Funding in accordance with the

2025 ILA, the Surtax Funding Agreement, these Standard T&Cs, Applicable Law, and the County Commission-approved transportation surtax program. Failure by Municipality to comply with the reporting requirements as described in these Standard T&Cs may also be a basis to withhold or limit future funding by County under the 2025 ILA in future Fiscal Years (or, to the extent a Municipality is being paid pursuant to a funding schedule, in the same Fiscal Year), as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly provided otherwise, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of the 2025 ILA or Surtax Funding Agreement, and County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance is cured to the reasonable satisfaction of Contract Administrator.

6.7. Ineligible Expenses. In addition to any items that are identified as ineligible for funding in the 2025 ILA, the following expenses are also ineligible for Funding: (a) costs incurred by Municipality prior to the execution of the Surtax Funding Agreement (unless approved in writing by the Contract Administrator, in their sole discretion); (b) amounts that Contractor or Consultant are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project's schedule, costs associated with correcting defective work, audit costs, etc.); (c) audit costs incurred by Municipality; (d) legal and accounting fees and expenses; (e) interest expenses incurred by Municipality as a result of a failure to timely pay a vendor in connection with an Eligible Municipal Project or as a result of unsuccessful litigation relating to an Eligible Municipal Project, and (f) Municipality's staff or other personnel costs associated with the direct work performed by such in-house personnel on an Eligible Municipal Project except as may be expressly approved by the Contract Administrator for time expended by City personnel on Projects performed in-house by a Municipality (e.g., design, CEI, or construction work performed by a Municipality's public works division, etc.).

6.8. Project Closeout. Municipality must submit any final invoicing and the final financial and Project reports for each Eligible Municipal Project ("Final Project Documents") to the Contract Administrator no later than 120 days after the completion of each Eligible Municipal Project. The Final Project Documents must be accompanied by a complete summary of all expenses incurred and all amounts paid for each Eligible Municipal Project, all funding, proceeds, interest earned by Municipality on Funding, or other amounts received relating to each Eligible Municipal Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Project Closeout"). Municipality shall also provide further backup or additional documentation as may be requested by the Contract Administrator. If County or Municipality identifies any error or omission in the Final Project Documents, Municipality shall resubmit corrected documents. To the extent any Funding is being paid to a Municipality on a reimbursement basis after completion of an Eligible Municipal Project, County shall have no obligation to pay such funds until receipt and written approval of the Final Project Documents by the Contract Administrator.

ARTICLE 7. INDEMNIFICATION

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to the Surtax Funding Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality or any of its officers, employees, or agents, arising from, relating to, or in connection with an Eligible Municipal Project subject to a Surtax Funding Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of the applicable Surtax Funding Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under the applicable Surtax Funding Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the "Audited Entities") that are related to its Eligible Municipal Projects (the "Project Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this section may include, but are not limited to, on-site visits, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to the Eligible Municipal Project(s) subject to the applicable Surtax Funding Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make the same available in written form at no cost to County and in electronic form (including in original form) if requested by County.

8.2. Project Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under an Eligible Municipal Project. Project

Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Municipal Project, whether by Contractor or Subcontractors, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

a) Compliance with contract
b) Compliance with the Code (including County's code of ethics)
c) Compliance with contract provisions regarding the pricing of Change Orders
d) Accuracy of Contractor representations regarding the pricing of invoices
e) Accuracy of Contractor representations related to claims submitted by Contractor, including Subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to County, in order to facilitate efficient use of County resources when reviewing or auditing Contractor's billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer-readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours, and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, Subcontractor invoices, payment to Subcontractors, etc.)	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Eligible Municipal Project or the Surtax Funding Agreement until the later of five years after expiration or termination of the Surtax

Funding Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. Each Eligible Municipal Project and all expenditures relating to the Eligible Municipal Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of each Eligible Municipal Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made by Municipality to County within 30 days after the presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with every Audited Entity (and ensure that Contractors and Consultants include such requirements in agreements with Subcontractors). Municipality shall further include in its contracts with Contractors and Consultants the following provision in substantially this form (i.e., modifications to defined terms such as "Contractor" are permitted, but no modification that materially reduces Municipality's or County's rights and remedies is permitted):

> "Contractor shall refund any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges, in addition to refunding the overcharged amount and the cost of the audit, Contractor shall pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by Municipality and/or County due to the overcharge, including, but not limited to, administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of any such audit must be made within 30 days after presentation of County's findings to Contractor."

8.3. Performance Audits. For the duration of the Project and continuing until five years after the later of Project completion, expiration or termination of the applicable Surtax Funding Agreement, or resolution of any previous audit findings, the Oversight Board or County (whether through the County Auditor or other representative), at County's expense, and subject to reimbursement by Municipality pursuant to this article, may conduct a performance audit and/or review of each Eligible Municipal Project, and all Funding received, maintained, or expended by Municipality for each such Project. Municipality shall fully cooperate and provide all requested Project Records as may be requested by the Oversight Board. Each Eligible Municipal Project and all funds received, maintained, or expended relating to each Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

ARTICLE 9. TERMINATION

9.1. The Surtax Funding Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt of written notice from the aggrieved Party identifying the breach. The Surtax Funding Agreement may also be terminated by the County Commission upon 60 days' prior written notice if the County Commission determines that one or more Eligible Municipal Projects subject to a Surtax Funding Agreement cannot be funded with surtax funding under Applicable Law, including Section 212.055, Florida Statutes. In addition, the Surtax Funding Agreement may be immediately terminated by written notice by the County Administrator if the Transportation Surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal, or if the Transportation Surtax statute is materially modified by the Florida Legislature in a manner that results in a reduction of funding or requires an offset from County's general revenue or other funds in order to provide the full Funding otherwise contemplated under the 2025 ILA or a Surtax Funding Agreement.

9.2. The Surtax Funding Agreement for an Eligible Municipal Project may be terminated for cause by County for reasons including but not limited to the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the applicable Eligible Municipal Project in accordance with the requirements of the Surtax Funding Agreement within the time period stated in the Application (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of the Surtax Funding Agreement by Municipality, Contractor, or Consultant;

9.2.4. If the Business Opportunity Act applies to the Surtax Funding Agreement, Contractor's or Consultant's act or omission that violates any applicable requirement of the Business Opportunity Act; or

9.2.5. Utilization of the funding provided by County under a Surtax Funding Agreement in a manner that violates Applicable Law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided to Municipality at the address of its City/Town/Village Manager and its municipal attorney.

9.4. If a Surtax Funding Agreement is terminated by County, (a) for Funding provided arrears, Municipality shall be paid from proceeds of the Transportation Surtax that were appropriated to the applicable Eligible Municipal Project(s), if funding is available, for any work on the Eligible

Municipal Project(s) properly performed through the termination date specified in the written notice of termination ("Pre-termination Work"), subject to any right of County to retain any sums otherwise due and payable, and (b) for Funding provided in advance, Municipality shall return to County any proceeds of the Transportation Surtax that were appropriated to the applicable Eligible Municipal Project(s) in excess of the amount of the Pre-termination Work.

9.5. In addition to any right of termination, County and Municipality shall be entitled to seek any or all available remedies, whether stated in the Surtax Funding Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate a Surtax Funding Agreement upon 30-days' prior written notice to County if Municipality does not intend to proceed with the Eligible Municipal Project and either (a) the written notice of termination is provided prior to Municipality's receipt of any funding from County for the Eligible Municipal Project, or (b) prior to the effective date of termination, Municipality returns all funding received from County for the Eligible Municipal Project, including any interest earned by Municipality on any funds provided by County.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of the Surtax Funding Agreement. Municipality shall ensure that similar language is included in all its agreements with Contractors, Consultants, and Subconsultants in connection with the Eligible Municipal Project(s). To the extent that an Eligible Municipal Project subject to the Surtax Funding Agreement is being paid, in part, by U.S. Department of Transportation funds or other federal funds, Municipality shall also comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26 and all other applicable federal law.

10.2. Unless otherwise approved in advance in writing by County's Director of Office of Economic and Small Business Development ("OESBD"), Municipality shall comply with all applicable requirements of Section 1-81, et seq., Broward County Code of Ordinances ("Business Opportunity Act"), in the award and administration of any contract or agreement regarding each Eligible Municipal Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of the Surtax Funding Agreement, which shall permit County to terminate or exercise any remedy available under the Surtax Funding Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

10.3. Unless otherwise approved in advance in writing by County's Director of OESBD, Municipality will meet the required CBE goal for each Eligible Municipal Project by utilizing (or requiring the utilization of) CBE firms for at least the CBE Goal stated in the OESBD memorandum relating to each Eligible Municipal Project, except that no CBE commitment shall apply to On-demand Transportation Services agreements, agreements that are subject to other participation goals required by Applicable Law (e.g., Grant Match Program Funding where there are or federal

law state law limitations, federal DBE programs, SBE reserves, etc.), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible to have an CBE Goal by state or federal law, and agreements to which goals are not assigned by County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").

10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality or substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, Municipality shall substitute another CBE firm to meet the CBE goal, unless otherwise provided in the Surtax Funding Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project, in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. Municipality shall include the following provision in substantially this form (i.e., modifications to defined terms such as "Contractor" are permitted, but no modification that materially reduces Municipality's or County's rights and remedies is permitted) in all contracts with Contractors and Consultants:

> "The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the "Commitment"), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, et. seq. Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to 50% of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by the Contract Administrator, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality or must be paid by Contractor to Broward County within 30 days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment."

10.6. Municipality shall provide written monthly reports (prepared by Contractor or Consultant, as applicable) to OESBD and the Contract Administrator no later than 10 business days after the end of the month regarding Contractor's and Consultant's compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor's and Consultant's progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

ARTICLE 11. MISCELLANEOUS – APPLICABLE TO ALL ELIGIBLE MUNICIPAL PROJECTS

11.1. Reporting Requirements. Municipality shall provide the following written reports to the Contract Administrator relating to each Eligible Municipal Project: (i) on a monthly basis, Monthly Utilization Reports (each an "MUR" regarding applicable CBE utilization (sent to OESBD with a copy to the Contract Administrator); (ii) on a calendar quarterly basis throughout the Fiscal Year, the Quarterly Municipal Projects Report using the form available at https://mapbroward.org/municipal-partners/municipal-surtax-program/; and (iii) on a calendar quarterly and annual basis, a Municipal Surtax Project Financial Report using the form available at https://mapbroward.org/municipal-partners/municipal-surtax-program/.

11.2. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of Municipality's Surtax Funding Agreement(s). Any determination by the Contract Administrator that is authorized under the Surtax Funding Agreement shall be binding on the Parties. Unless expressly stated otherwise in the Surtax Funding Agreement (including in these Standard T&Cs) or otherwise set forth in an applicable provision of the Broward County Code of Ordinances or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of the Surtax Funding Agreement. In the event of a dispute regarding performance of the Surtax Funding Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that has not yet been resolved by their respective staff despite diligent good faith efforts, the Contract Administrator and Project Manager (or such other appropriate representative(s) for each Party as may be designated in writing by that Party) shall meet in person or via videoconference within 10 business days after notice of the unresolved dispute and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies or such other authorized representatives for consideration. If either Party provides written notice of impasse, the Mayors or Vice-Mayors of County and Municipality shall meet in person or via videoconference within 10 business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration. Any resolution may only be approved in accordance with the applicable ordinances or policies of each Party (e.g., by the respective governing board(s) or chief administrator of the Party, etc.) to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any

defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.3. Notice. Unless otherwise stated herein, for notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses identified in the Application to these Standard T&Cs and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

11.4. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with the same. At the request of County, Municipality shall, in accordance with Applicable Law, respond to any request for public records received by County relating to the Surtax Funding Agreement. Any other public records request shall be responded to by the receiving Party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, or other Applicable Law, including Section 119.071(1)(f), Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.5. Independent Contractor. Each Party acknowledges and agrees that nothing in the 2025 ILA or the Surtax Funding Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. No Party or its agents are authorized to act as officers, employees, or agents of any other Party. No Party shall have the right to bind any other Party to any obligation not expressly undertaken by that Party under a Surtax Funding Agreement.

11.6. Sovereign Immunity. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes. Except to the extent sovereign immunity is deemed

waived under Applicable Law by the mere act of entering into the Surtax Funding Agreement, neither County nor Municipality is intending to waive any claim or defense or sovereign immunity. It is each Party's intent that they retain all immunities and defenses provided under Section 768.28, Florida Statutes.

11.7. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by these Standard T&Cs or any other aspect of the Surtax Funding Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries and that no third party shall be entitled to assert a right or claim against either of them based upon the Surtax Funding Agreement or these Standard T&Cs.

11.8. Assignment. The Surtax Funding Agreement and any right or interest therein may not be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of the Surtax Funding Agreement, these Standard T&Cs, and permit County to immediately terminate these Standard T&Cs, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.9. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in the Surtax Funding Agreement (inclusive of these Standard T&Cs) was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation stated in the Surtax Funding Agreement is substantial and important to the formation of that agreement, and each is, therefore, a material term. County's or Municipality's failure to enforce any provision of the Surtax Funding Agreement or 2025 ILA shall not be deemed a waiver of such provision or modification. A waiver of any breach of a provision of the Surtax Funding Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification. To be effective, any waiver must be in writing, signed by an authorized signatory of the Party granting the waiver.

11.10. Compliance with Laws. Municipality and all Eligible Municipal Projects undertaken pursuant to a Surtax Funding Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including without limitation the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.11. Representation of Authority. The Parties represent and warrant that the Surtax Funding Agreement (inclusive of these Standard T&Cs) constitutes the legal, valid, binding, and enforceable obligation of each Party, that entering into the Surtax Funding Agreement is within each Party's legal powers, and that each individual entering into the Surtax Funding Agreement on behalf of a Party is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.12. Severability. If any part of these Standard T&Cs is found to be unenforceable by any court of competent jurisdiction, or contrary to Applicable Law, that part shall be deemed severed from these Standard T&Cs and the balance of these Standard T&Cs shall remain in full force and effect.

11.13. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including but not limited to signage prominently acknowledging the surtax funding source of Eligible Municipal Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County will be fully funded by County. Provided Municipality cures any nonperformance within 30 days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this section shall not be a basis for withholding or nonpayment of Funding by County under a Surtax Funding Agreement.

11.14. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure each Eligible Municipal Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County will be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within 30 days after notice by County, nonrecurring or isolated incidents of Municipality's failure to comply with this section shall not be a basis for withholding or nonpayment of funding by County under these Standard T&Cs.

11.15. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under a Surtax Funding Agreement to private ownership without prior written approval from County, which may be withheld in its sole discretion. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within 90 days after the sale, transfer, or disposal, an amount equal to the greater of County's share of the fair market value or the straight-line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

11.16. Joint Preparation. These Standard T&Cs have been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.17. Interpretation. The titles and headings contained in these Standard T&Cs are for reference purposes only and shall not in any way affect the meaning or interpretation of these

Standard T&Cs. All personal pronouns used in these Standard T&Cs shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. The terms “herein” and “hereof” refer to these Standard T&Cs as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of these Standard T&Cs, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

11.18. Priority of Provisions. Unless otherwise expressly stated in these Standard T&Cs, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in these Standard T&Cs (other than the 2025 ILA) and any provision of these Standard T&Cs, the Standard T&Cs shall prevail and be given effect. In the event of a conflict between these Standard T&Cs and the 2025 ILA (as the same may subsequently be amended), the 2025 ILA shall govern unless expressly stated otherwise in these Standard T&Cs with respect to a particular Eligible Municipal Project, in which case these Standard T&Cs shall prevail and be given effect.

11.19. Law, Jurisdiction, Venue, Waiver of Jury Trial. Section 7.5 of the 2025 ILA shall apply to any dispute between Parties associated with these Standard T&Cs, as well as in connection with any Eligible Municipal Project.

11.20. Amendments. Except for modifications to the Surtax Funding Agreement that may be administratively made as expressly provided for in these Standard T&Cs (e.g., non-material modifications that can be made with notice to the Contract Administrator and other modifications that can be made with Contract Administrator written approval, etc.), no modification, amendment, or alteration of an Application or these Standard T&Cs shall be effective unless contained in a written document executed by duly authorized representatives of County and Municipality.

11.21. Prior Agreements. These Standard T&Cs, the Application(s), and the 2025 ILA represent the final and complete understanding of the Parties regarding the applicable Eligible Municipal Projects and supersede all prior and contemporaneous negotiations and discussions regarding such matters. There is no commitment, agreement, or understanding concerning the relationship between County and Municipality relating to the applicable Eligible Municipal Project(s) identified in the Application submitted each Fiscal Year that are not contained in the aforementioned documents.

11.22. Payable Interest. County shall not be liable to pay any interest to any Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with these Standard T&Cs. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to Applicable Law. If this waiver of liability for interest is inapplicable or determined to be invalid or unenforceable, the Parties agree

that the annual rate of interest for which County may be liable (whether as prejudgment interest or for any other purpose) shall be, to the fullest extent permitted by Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.23. Incorporation by Reference. All Recital clauses stated above are true and correct and are incorporated in these Standard T&Cs by reference. All hyperlinked documents identified in these standard T&Cs are also incorporated into and made a part of these Standard T&Cs.

11.24. Survivability. Notwithstanding any expiration or termination of these Standard T&Cs, the following provisions shall survive expiration and termination: Section 2.2 (Municipal Responsibility for its Eligible Municipal Projects); Section 6.4 (Overpayments; Refunds); Section 6.8 (Project Closeout); Article 7 (Indemnification); Article 8 (Auditing); Section 11.4 (Public Records); Section 11.19 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.22 (Payable Interest).

11.25. Approvals. To be effective, any approval under these Standard T&Cs made by or on behalf of County, County Administrator, Contract Administrator, Project Manager, or other representative of any Party must be in writing.

1211878.2

MAP Broward
Mobility Advancement Program
Brought to you by the Penny For Transportation

Exhibit A

BROWARD COUNTY FLORIDA

Surtax Funding Request Form
Rehabilitation and Maintenance Projects & Micro-Transit

The process for Surtax Municipal Rehabilitation and Maintenance Projects (R&M) and Micro-Transit (MT) was established pursuant to Section 4.3 of the Third Amendment to and Restatement of the Transportation Surtax System Interlocal Agreement, effective July 2025. If funding requests are accepted and eligible, they will be governed by funding agreement terms and conditions.

FY 2026

Municipality & Formula Allocation Amount: ***Pompano Beach: $1,995,816***

☐ Small Municipality Waiver *(Sec 4.3.8) – include waiver approved by the elected body of Municipality with submission*

☐ Defer funding to Fiscal Year (*Sec 4.3.5*): _____ *– include notification of intention to defer with submission*

I. Funding Request: Micro-Transit (Sec. 4.3.6)

☑ Check if your municipality will **not** request funding in this category

Micro-Transit Service Provider: _____ Contract amount for current Fiscal Year: _____ Micro-Transit Surtax Funding Request: _____

Municipality must submit Micro-Transit contract and Provider's Certificate of Insurance, consistent with the Third Amendment to and Restatement of the Transportation Surtax Interlocal Agreement.

II. Rehabilitation & Maintenance – Project #1

☐ Check if your municipality will **not** request funding in this category

Project Description: Asphalt Resurfacing of City Street Location(s) and Limits: Highlighted Streets on attached map (approx 215

Point of Contact Name: Robert McCaughan Contact Title: Public Works Director email: robert.mccaughan@copbfl

Project Scope: Resurface City Streets with 1" Asphalt Overlay and new pavement markings

Project Budget: Non-Surtax Amount: $ 0 Surtax Amount: $ 1,995,816 Total Amount: $ 1,995,816

Estimated Schedule: Project Start: 01/05/2026 Project Completion: 06/30/2026

Does this project require permit approval(s) from regulatory agencies? No If Yes (include with submittal)

Solicitation type: New Solicitation Is this project receiving federal assistance: No

Total estimated value of optional services: $ 0 Total amount reimbursable to prime: $ 0

Licenses, certification, experience and/or specialized equipment required: None.

Breakdown of each specialty required for the project (*visit Census.gov to find NAICS Codes*)		
Specialty	**NAICS Code**	**Percentage**
Asphalt Paving	237310	90.00 %
Pavement Marking	237310	10.00 %
		%
		%
		%
		%
		%
	Total	100.00 %

III. Rehabilitation & Maintenance Project #2

☑ Check if your municipality will **not** request funding in this category

Project Description: _____ Location(s) and Limits: _____

Point of Contact Name: _____ Contact Title: _____ email: _____

Project Scope: _____

Project Budget: Non-Surtax Amount: _____ Surtax Amount: _____ Total Amount: $ 0

Estimated Schedule: Project Start: _____ Project Completion: _____

Does this project require permit approval(s) from regulatory agencies? Select If Yes (include with submittal)

Solicitation type: Select Is this project receiving federal assistance: Select

Total estimated value of optional services: _____ Total amount reimbursable to prime: _____

Licenses, certification, experience and/or specialized equipment required: _____

Breakdown of each specialty required for the project (*visit Census.gov to find NAICS Codes*)		
Specialty	**NAICS Code**	**Percentage**
		%
		%
		%
		%
		%
		%
		%
	Total	0.00 %

MAP Broward
Mobility Advancement Program
Brought to you by the Penny For Transportation

BROWARD COUNTY FLORIDA

IV. Rehabilitation & Maintenance Project #3

☑ Check if your municipality will **not** request funding in this category

Project Description: _____ Location(s) and Limits: _____

Point of Contact Name: _____ Contact Title: _____ email: _____

Project Scope: _____

Project Budget: Non-Surtax Amount: _____ Surtax Amount: _____ Total Amount: $ 0

Estimated Schedule: Project Start: _____ Project Completion: _____

Does this project require permit approval(s) from regulatory agencies? Select If Yes (include with submittal)

Solicitation type: Select Is this project receiving federal assistance: Select

Total estimated value of optional services: _____ Total amount reimbursable to prime: _____

Licenses, certification, experience and/or specialized equipment required: _____

Breakdown of each specialty required for the project (*visit Census.gov to find NAICS Codes*)		
Specialty	**NAICS Code**	**Percentage**
		%
		%
		%
		%
		%
		%
		%
	Total	0.00 %

V. Funding Request Summary and Municipal Certification

Name/Description	**Surtax Amount Requested**
Micro-Transit: _____	$ 0
R&M Project #1: Asphalt Resurfacing of City Streets	$ 1,995,816
R&M Project #2: _____	$ 0
R&M Project #3: _____	$ 0
TOTAL (must not exceed municipality's formula allocation amount)	**$ 1,995,816**

I certify that I am authorized to submit this application on behalf of the municipality. All information and accompanying documentation submitted is true and accurate, and consistent with all requirements of the Third Amendment to and Restatement of the Transportation Surtax Interlocal Agreement. No surtax funds being requested will be used to supplant the municipal budget. This form is considered signed upon submission.

Date: *10/07/2025* **Name:** *Brian Donovan* **Title:** *Assistant City Manager*

FOR COUNTY USE ONLY

Funding Request Description	**OESBD Review – CBE Goal**		**Legal Review – Eligibility**	
	CBE Goal (%)	**Reviewed by**	**Eligibility**	**Reviewed by**
Micro-Transit	N/A	N/A	Select	
R&M Project #1	0.00 %	LaGause	Eligible	NKlitsberg
R&M Project #2	%		Select	
R&M Project #3	%		Select	

MAP Admin Review

Funding Request Description	**Amount Approved**	**MAP ID**	**Road Jurisdiction**	**Permitting**	**Conflicts w/projects**	**Alignment w/ Strategic Plan**		**Alignment w/ Program Goals**				
						2.1	**4.2**	**1**	**2**	**3**	**4**	**5**
Micro-Transit			N/A	N/A	N/A	☐	☐	☐	☐	☐	☐	☐
R&M Project #1	$ 1,995,816	RMPOMP-00:	Accepted	Accepted	No Conflicts	☑	☑	☑	☐	☑	☐	☐
R&M Project #2			Select	Select	Select	☐	☐	☐	☐	☐	☐	☐
R&M Project #3			Select	Select	Select	☐	☐	☐	☐	☐	☐	☐
Total	**$ 1,995,816**											
Reviewed by	LSilva	LSilva	LSilva	LSilva	LSilva/NLyn	LSilva						

Comments

Disclaimer: The information below is not entirely visible within the application interface. It has been extracted solely for the purpose of displaying the details submitted by the municipality. No information has been changed by Broward County.

FY 2026 Formula Based Funding Application
City of Pompano Beach

Project #1

Project Description: Asphalt Resurfacing of City Streets

Location(s) and Limits: Highlighted Streets on attached map (approx 215K SY)

Docusign Envelope ID: D9A92FCB-53DB-4AFE-A467-D60ED1089202

RESOLUTION NO. 2025- 116

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO THE CONSTRUCTION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND WEEKLEY ASPHALT PAVING, INC. FOR ASPHALTIC CONCRETE PAVEMENT SURFACING; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Second Amendment (No. 12808) to the Construction Agreement between the City of Pompano Beach and Weekley Asphalt Paving, Inc. for asphaltic concrete pavement surfacing, a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment between the City of Pompano Beach and Weekley Asphalt Paving, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 22nd day of April, 2025.

Signed by:
Rex Hardin
502CB780EB3E480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Kervin Alfred
D1C913A8ED334CA...

KERVIN ALFRED, CITY CLERK

Signed by:

MEB/mcm
4/7/25
l:reso/2025-156

Docusign Envelope ID: D9A92FCB-53DB-4AFE-A467-D60ED1089202

No. 12808

SECOND AMENDMENT

THIS IS A SECOND AMENDMENT to the Construction Agreement No. 1843 dated April 29, 2025, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY",

and

WEEKLEY ASPHALT PAVING, INC., a Florida corporation, having its office and place of business at 20701 Stirling Road, Pembroke Pines, Florida 33332, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into Construction Agreement No. 1843 for Asphaltic Concrete Paving services on May 1, 2023, ("Original Agreement"), and approved by City Resolution No. 2023-139; and

WHEREAS, the parties entered into a First Amendment No. 12306, to the Original Agreement on April 30, 2024; and approved by City Resolution No. 2024-115; and

WHEREAS, the CITY and CONTRACTOR have mutually agreed to extend the Original Agreement for one (1) additional one-year period.

W I T N E S S E T H :

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR agree as follows:

Docusign Envelope ID: D9A92FCB-53DB-4AFE-A467-D60ED1089202

1. Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement No. 1843 effective May 1, 2023, approved and adopted by Resolution No. 2023-139, and subsequently amended on April 30, 2024, approved and adopted by Resolution No. 2024-115, copies of which are attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect for the new contract extension term except as specifically amended herein below.

3. The parties hereto agree to extend the Original Agreement No. 1843 for one (1) additional one-year period, ending April 30, 2026 under the same terms and conditions.

4. This Agreement shall bind the parties and their respective executors, administrators, successors and assigns and shall be fully effective as though the extension had been originally included in the Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

Docusign Envelope ID: D9A92FCB-53DB-4AFE-A467-D60ED1089202

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

Attest:

DocuSigned by:
Kervin Alfred
D1C913A8ED334CA...
KERVIN ALFRED, CITY CLERK

Signed by:

APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
343B0B2C81D9424...
MARK E. BERMAN, CITY ATTORNEY

CITY OF POMPANO BEACH

Signed by:
By: Rex Hardin
502CB780EB3E480...
REX HARDIN, MAYOR

DocuSigned by:
By: Gregory P. Harrison
7052A67E15A44C8...
GREGORY P. HARRISON, CITY MANAGER

Docusign Envelope ID: D9A92FCB-53DB-4AFE-A467-D60ED1089202

"CONTRACTOR"

Weekley Asphalt Paving, Inc.

Witnesses:

By: _____
Daniel D. Weekley, President

Tracie Romero
Tracie Romero
(Print or Type Name)

Eduardo Espinoza
(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 16 day of April, 2025, by Daniel D. Weekley as President of Weekley Asphalt Paving, Inc., a Florida corporation on behalf of the coporation, who is personally known to me or who has produced _____ as identification

NOTARY'S SEAL:

KELLY M. REED
Commission # HH 413668
Expires July 28, 2027

Kelly M. Reed
NOTARY PUBLIC, STATE OF FLORIDA

Kelly M. Reed
(Name of Acknowledger Typed, Printed or Stamped)

HH413668
Commission Number

Docusign Envelope ID: D9A92FCB-53DB-4AFE-A467-D60ED1089202

WEEKLASP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/27/2025

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	CONTACT NAME: Dawn Disch	
Commercial Lines - (305) 443-4886 USI Insurance Services LLC 201 Alhambra Circle, Suite 1205 Coral Gables, FL 33134	PHONE (A/C, No, Ext): 786-454-2122	FAX (A/C, No): 7862649232
	E-MAIL ADDRESS: dawn.disch@usi.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Old Republic Insurance Company	24147
INSURER B :	Axis Surplus Insurance Company	26620
INSURER C :	QBE Insurance Corporation	39217
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Weekley Asphalt Paving, Inc.
20701 Stirling Road
Pembroke Pines FL 33332

COVERAGES **CERTIFICATE NUMBER:** 15940754 **REVISION NUMBER:** See below

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		MWZY31242625	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 50,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB31242525	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			00100078246704	3/1/2025	3/1/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC31242725	3/1/2025	3/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased & Rented Equipment			23273130	3/1/2025	3/1/2026	L&R Equipment $200,000 Deductible $5,000	

APPROVED DavidDaley
By David Daley at 4:13 pm, Apr 09, 2025

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

RE: Bid No: T-14-21 - Asphaltic Concrete Pavement Surfacing

City of Pompano Beach is listed as an additional insured with respects to the general liability coverage as required by written contract.

CERTIFICATE HOLDER

City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach FL 33060

CANCELLATION

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

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RESOLUTION NO. 2024- 115 #10

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND WEEKLEY ASPHALT PAVING, INC. FOR ASPHALTIC CONCRETE PAVEMENT SURFACING; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a First Amendment (No. 12306) to the Construction Agreement between the City of Pompano Beach and Weekley Asphalt Paving, Inc. for asphaltic concrete pavement surfacing, a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment between the City of Pompano Beach and Weekley Asphalt Paving, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of April, 2024.

DocuSigned by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
kervin alfred
900260F4DD24403...

KERVIN ALFRED, CITY CLERK

DS

/jrm
4/3/24
l:reso/2024-125

DocuSign Envelope ID: B2FEDF49-B96E-457C-AEDC-BE3854DD071D

FIRST AMENDMENT

No. 12306

THIS IS A FIRST AMENDMENT to the Construction Agreement No. 1843 dated April 30, 2024, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY",

and

WEEKLEY ASPHALT PAVING, INC., a Florida corporation, having its office and place of business at 20701 Stirling Road, Pembroke Pines, Florida 33332, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into Construction Agreement No. 1843 for asphaltic concrete paving surfacing on May 1, 2023, ("Original Agreement"), and approved by City Resolution No. 2023-139; and

WHEREAS, the CITY and CONTRACTOR have mutually agreed to extend the Original Agreement for one (1) additional one-year period, and amend certain terms of the Original Agreement.

W I T N E S S E T H :

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

DocuSign Envelope ID: B2FEDF49-B96E-457C-AEDC-BE3854DD071D

2. The Original Agreement No. 1843 effective May 1, 2023, approved and adopted by Resolution No. 2023-139, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect for the new contract extension term except as specifically amended herein below.

3. That Article 14., "Indemnification" of the Original Agreement is hereby amended to read as follows:

> **Article 6. CONTRACT PRICE**
>
> OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:
>
> CONTRACTOR shall charge OWNER for services per the line item break down specified within Exhibit A. Services for the term of this Agreement shall not exceed ~~one million nine hundred forty-six thousand eight hundred and ninety-five dollars ($1,946,895.00)~~ one million four hundred thousand dollars ($1,400,000.00). ~~Pricing shall remain firm for the initial period of this Agreement.~~

4. The parties hereto agree to extend the Original Agreement No. 1843 for one (1) additional one-year period, ending April 30, 2025, under the same terms and conditions.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension and amendment had been originally included in the Agreement.

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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

DocuSigned by:
kervin Alfred
900260F4DD24403...
KERVIN ALFRED, CITY CLERK

By: DocuSigned by:
Rex Hardin
502CB780EB3F480...
REX HARDIN, MAYOR

DS



By: DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
343B0B2C81D9424...
MARK E. BERMAN, CITY ATTORNEY

DocuSign Envelope ID: B2FEDF49-B96E-457C-AEDC-BE3854DD071D

"CONTRACTOR"

Weekley Asphalt Paving, Inc.

Witnesses:

By: _____
Daniel D. Weekley, President

Elliot Eichel
(Print or Type Name)

Lynne Holden
(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 18 day of April, 2024, by Daniel D. Weekley as President of Weekley Asphalt Paving, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ _____ (type of identification) as identification.

NOTARY'S SEAL:

KELLY M. REED
Commission # HH 413668
Expires July 28, 2027

Kelly M. Reed
NOTARY PUBLIC, STATE OF FLORIDA

Kelly M. Reed
(Name of Acknowledger Typed, Printed or Stamped)

HH413668
Commission Number

RESOLUTION NO. 2023- 139

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONSTRUCTION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND WEEKLEY ASPHALT PAVING, INC. FOR ASPHALTIC CONCRETE PAVEMENT SURFACING; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Construction Agreement between the City of Pompano Beach and Weekley Asphalt Paving, Inc. for asphaltic concrete pavement surfacing, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Weekley Asphalt Paving, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 25th day of April, 2023.

DocuSigned by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Kervin Alfred
D1C913A8ED334CA...

KERVIN ALFRED, CITY CLERK

DocuSigned by:

/jrm
4/18/23
I:reso/2023-153

DocuSign Envelope ID: B2FEDF49-B96E-457C-AEDC-BE3854DD071D

CONSTRUCTION AGREEMENT No. 1843

THIS AGREEMENT is dated May 1, 2023 by and between CITY OF POMPANO BEACH, FLORIDA (hereinafter called OWNER) and WEEKLEY ASPHALT PAVING, 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:

Asphaltic Concrete Pavement Surfacing

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: T-14-21.

Article 2. INTENTIONALLY OMMITTED.

Article 3. CONTRACT TIME

This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both Parties.

In the event the OWNER determines the CONTRACTOR to be in full compliance with this Agreement and CONTRACTOR'S performance thereunder to be satisfactory, then OWNER with Commission Approval, shall have the option to renew this Agreement up to three (3) one (1) year terms upon the written consent of both OWNER and CONTRACTOR.

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. PARTIES 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 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 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:

CONTRACTOR shall charge OWNER for services per the line item break down specified within Exhibit A. Services for the term of this Agreement shall not exceed one million nine hundred forty-six thousand eight hundred and ninety-five dollars ($1,946,895.00). Pricing shall remain firm for the initial period of this Agreement.

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.

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 for Bid (IFB), including, but not limited to, original IFB, general conditions, specifications, drawings, exhibits to the IFB, 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 IFB and this Agreement

Exhibit "B" – EXHIBIT "B" GENERAL 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) This Agreement
b) Exhibit "B", General Conditions
c) Exhibit "A", IFB, addenda and documentation

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

DocuSigned by:
Kervin Alfred
D1C913A8ED334CA...
KERVIN ALFRED, CITY CLERK

By: DocuSigned by:
Rex Hardin
502CB780EB3F480...
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By: DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...
GREGORY P. HARRISON, CITY MANAGER

DocuSigned by:
Mark E. Berman
343B0B2C81D9424...
MARK E. BERMAN, CITY ATTORNEY

(SEAL)

DocuSigned by:



"CONTRACTOR"

Witnesses:

Tracie Romero

Tracie Romero
(Print or Type Name)

Kimberly Callen

Kimberly Callen
(Print or Type Name)

Weekley Asphalt Paving, Inc.

By: _____
Daniel D. Weekley, President

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or □ online notarization this 18 day of April, 2023, by Daniel D. Weekley as President of Weekley Asphalt Paving, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

KELLY M. REED
Commission # GG 359501
Expires July 28, 2023
Bonded Thru Budget Notary S.

Kelly M. Reed
NOTARY PUBLIC, STATE OF FLORIDA

Kelly M. Reed
(Name of Acknowledger Typed, Printed or Stamped)

GG359501
Commission Number

DocuSign Envelope ID: B2FEDF49-B96E-457C-AEDC-BE3854DD071D

Florida's Warmest Welcome

INVITATION TO BID
T-14-21

ASPHALTIC CONCRETE PAVEMENT SURFACING

OPENING: SEPTEMBER 15, 2021, 2:00:00 P.M.

Virtual Zoom Meeting
For access go to:

https://pompanobeachfl.gov/pages/meetings

Issued: August 19, 2021

INVITATION TO BID

The City of Pompano Beach (the "City") will receive sealed bids for Invitation to Bid (ITB) **T-14-21, Asphaltic Concrete Pavement Surfacing** until **2:00:00 p.m. local), September 15, 2021.** Bids must be submitted electronically through the eBid System on or before the due date and time stated herein. A list of Bidders will be read aloud in a public forum. Bid openings are open to the public. All Bidders and/or their representatives are invited to be present. 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.

Bidder must be registered on the City's eBid System in order to view the ITB 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. 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.

INTRODUCTION

The project consists of furnishing all labor, equipment, tools, and materials for the milling of existing asphalt, placement of tack coat and plant mix asphaltic concrete, compacted to the lines and grades established by Public Works in the City's streets, alleys, rights-of-way and within City-owned property, as needed, when needed.

A. INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a bid directly to 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 City (on the basis of City's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the ITB, and the proposed Contract Documents (including all addenda issued prior to receipt of bids).

2. COPIES OF BIDDING DOCUMENTS

a. Complete sets of the Bidding Documents may be obtained from the City of Pompano Beach website at no charge.

b. Complete sets of Bidding Documents must be used in preparing bids; the City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

c. City, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the work, and to be considered for award, each Bidder must submit written evidence, such as previous experience, present commitments and other such data as may be called for in this document.

4. PUBLIC ENTITY CRIMES

In accordance with Florida State Statute 287.133 (2)(a): 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 s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5. DRUG FREE WORKPLACE

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

6. ANTI-KICKBACK ACT

The Awarded Bidder must comply with the Copeland "Anti-Kickback Act" (19 U.S.C. Section 874), as supplemented in U.S. Department of Labor Regulations (29 CFR, Part 3).

7. EXAMINATION OF CONTRACT DOCUMENTS AND SITES

a. It is the responsibility of each Bidder before submitting a bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the work, (c) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify the City of all conflicts, errors or discrepancies in the Contract Documents.

b. Information and data reflected in the Contract Documents with respect to or contiguous to the site is based upon information and data furnished the City by owners of such facilities or others, and the City does not assume responsibility for accuracy or completeness thereof unless it is expressly provided otherwise.

c. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.

d. Before submitting a bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which 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 Contract Documents.

e. On request in advance, City will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for 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.

f. The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by City unless otherwise provided in the Contract Documents.

g. The electronic submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section and the General Conditions, that without exception the bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

8. INTERPRETATIONS 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 seven (7) calendar days before the scheduled bid deadline. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

If any addendum is issued to this 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 Purchasing Division at (954) 786-4098 to determine if any addendum was issued

and to make such addendum a part of its bid. Addendum will be posted in the eBid System.

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

9. BID SECURITY

a. Each bid must be accompanied by Bid Security made payable to City in an amount of five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified check, cashier's check, or a Bid Bond issued by a surety meeting the requirements stated herein. Bidder shall upload a copy of its Bid Bond or a copy of the certified check to the Response Attachments tab in the eBid System. The Awarded Bidder will be required to submit the original executed Bid Bond or cashier's check prior to the execution of the Contract and before the commencement of any work.

b. The Bid Security of the Awarded Bidder will be retained until such Bidder has executed the Contract and furnished the required contract security, (if provided as a cashier's check or bank officer's 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, City may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom City believes to have reasonable chance of receiving the award may be retained by City until a completed contract has been issued, whereupon Bid Security furnished by such Bidders will be returned.

c. The Bid Bond, if provided, shall be issued by a Company having a registered agent in the State of Florida. This check or bond shall be retained by the payee as liquidated damages should the Bidder refuse or fail to enter into a Contract with the payee for the execution of the work embraced in the bid, in the event the bid of the Bidder is accepted.

10. 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 set forth in the Attributes Tab of the City's eBid system.

11. LIQUIDATED DAMAGES

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

b. All Bidders must state in the Line Items the amount of consideration required by the Bidder in return for the Bidder's promise of indemnity contained in the General Conditions section of this ITB. The amount to be stated shall be no less than ten dollars $10.00.

12. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will 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.

13. SUBCONTRACTORS, SUPPLIERS AND OTHERS.

a. Each bid must identify the names and address 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 section. 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 such Subcontractor, Supplier, other persons or organization, if requested by the City. If the City after due investigation 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 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 on the basis of 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.

14. BIDDER ACKOWLEDGEMENT

a. The Bidder Acknowledgement is included with this ITB.

b. All requested information on the Bidder Acknowledgement is to be provided electronically using the City's eBid System.

c. In case of discrepancy between unit prices and totals, unit prices will prevail.

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 or 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.

16. MODIFICATION AND WITHDRAWAL OF BIDS

a. Bids may be modified or withdrawn at any time prior to the set 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 a Contractor defaults on a City Contract, the Contractor may be banned from doing business with the City for a period of thirty-six (36) months from the date of default.

17. OPENING OF BIDS

A list of Bidders will be read aloud in a public forum. Bidder pricing will be made public only when 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.

18. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

a. All bids will remain subject to acceptance for ninety (90) days after the day of the bid opening, 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 ninety (90) day period may be made only by mutual agreement between the City, the awarded Bidder, and the surety, if any, for the awarded Bidder.

19. AWARD OF CONTRACT

a. 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. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum therefore will be resolved in favor of the correct sum.

b. In evaluating bids, the City will consider the qualifications of the Bidders, 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 form or prior to the Notice of Award.

c. 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.

d. 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 Documents to the City's satisfaction within the prescribed time.

e. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by the City indicates to the City that the award will be in the best interests of the Project.

f. If the contract is to be awarded, the City will give the awarded Bidder a Notice of Award within ninety (90) days after the day of the bid opening.

20. CONTRACT SECURITY

When the Awarded Bidder delivers the executed Contract to the City, it must be accompanied by the required Performance and Payment Bonds.

21. SIGNING OF CONTRACT

When the City gives a Notice of Award to the Awarded Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Contract and attached documents to the City with the required Bonds. Within fifteen (15) days thereafter the City shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

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.

23. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any Contractor is considered a violation of Section 8 CFR 274a.2 of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract.

24. NON-DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under the Contract. Included as applicable activities by the Contractor under this section are the ITB for, or purchase of, goods or services, or the subcontracting of work in performance of the Contract.

25. OCCUPATIONAL HEALTH AND SAFETY

In compliance with Chapter 442, Florida Statues, any items included in the latest edition of "Florida Substance List", which are delivered from a Contract resulting from this ITB, must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency 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 substance, including:

   i. The potential for fire, explosion, corrosiveness, and reactivity;

   ii. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

   iii. The primary routes of entry and symptoms of overexposure.

c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

d. The emergency procedure for spills, fire disposal, and first aid.

e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

f. The year and month, if available, 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 chapter 442 of Florida Statutes should be directed to:

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

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

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

26. WASTE REMOVAL SERVICES

The City has contracted with Waste Management Inc. of Florida for residential and commercial solid waste collection and disposal services. The City has granted to Waste Management Inc. of Florida 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 Waste Management Inc. of Florida 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 Waste Management Inc. of Florida, which may be contacted directly for dumpsters and/or roll-offs at:

Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073
(954) 974-7500

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27. PERMITS AND FEES

The Contractor awarded the project, which is the scope of this 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 indicated 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 Bwd. Cty. Bd. of Rules & Appeals	Building Inspection	$0.60 per $1,000 valuation
Surcharge Fla. Statute 553.721	Building Inspection	1.5% of permit fees, minimum $2.00
Surcharge Fla. Statute 468.631	Building Inspection	1.5% of permit fees, minimum $2.00

B. BIDDER'S RESPONSIVENESS AND RESPONSIBILITY

Award of ITB shall be to the lowest responsive and responsible Bidder. In determining the lowest responsive and responsible Bidder and that purchase or contract that will best serve the interests of the City, the Commission, City Manager, and General Services Director, as appropriate shall consider, but shall not be limited to, in addition to price the following:

1. Responsiveness:

Each bid shall be reviewed in accordance with the conditions provided herein. If a Bidder fails to satisfy these conditions, the bid shall be deemed non-responsive by the City and not considered for further review.

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 Purchasing Division. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. The City reserves the right, if it deems reasonable, during down times of the eBid System to accept bids through alternate means. Bidders shall contact the Purchasing representative at 954-786-4098 in such a case for special permission.

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

   The bid security of the Awarded Bidder will be retained until such Bidder has executed the Contract and furnished (if required) contract security, (if provided as a cashier's check or certified check), whereupon the bid security will be returned. 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, City may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of other Bidders whom City believes to have 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.

   The executed Bid Bond, if provided, shall be issued by an entity having 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 three (3) projects completed (final completion) within the last three (3) years. Each project must be within the continental

United States and must have been in the amount of two hundred thousand dollars ($200,000.00) each or more, and of similar complexity and scope.

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

ii. At least one verifiable client reference for each project described previously. Bidder must provide the client name, client phone number, and client 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 Construction Bid Form.

e. Have a satisfactory past and/or current performance record - based on the information gathered by the City regarding Bidder 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 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. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post Bid Opening, and prior to award that demonstrated 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, financial resources and be otherwise qualified and eligible to perform the work under applicable laws and regulations.

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

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the Contract, the Prime Contractor/Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the Contract. This documentation shall be provided to the 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 "unsatisfactory" compliance rating. Unsatisfactory ratings may impact 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 business 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 which 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 business 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 first option, the Tier 2 business will be given 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 geographic location of the business.

4. It is the responsibility of the Awarded Bidder/Contractor to comply with all Tier 1 & 2 guidelines. The Awarded Bidder/Contractor must ensure that all requirements are met before execution of a Contract.

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

Each bid requires a certified check or Bid Bond executed on the prescribed form, payable to the City of Pompano Beach, Florida, in an amount not less than five percent (5%) of the amount bid. Bidder shall upload a copy of its Bid Bond or a copy of the certified check to the Response Attachments tab in the eBid System. The Awarded Bidder/Contractor 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.

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. **Insurance is required for all bids.**

In order to perform public work, the Awarded Bidder shall, as applicable, hold or obtain such Contractor' and Business Licenses as required by State Statutes.

Before the Contract will be awarded for the work contemplated herein, the City will conduct such investigation as is necessary to determine the performance record and ability of the apparent lowest Bidder to perform the size and type of work specified under the Contract Documents, and to postpone the award of the Contract for a period of time which, however, shall not exceed ninety (90) Days from the bid opening date.

D. BIDDER ACKNOWLEDGEMENT

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

2. Bidder accepts all of the terms and conditions of the ITB and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This bid will remain subject to acceptance for ninety (90) Days after the Bid Opening. Bidder will sign and submit

the Contract with the bonds and other documents required by Bidding Requirements within ten (10) days after the date of City's Notice of Award.

3. In submitting this 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 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.

   c. Bidder has studied carefully all reports and drawings of physical conditions, which 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 Contract 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 Contract 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 are 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 Contract 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 Contract Documents.

   g. Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract 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.

4. Bidder agrees that the construction of the Project will be substantially complete within ninety (90) calendar days after the date when the Contract Time commences to run as provided in the General Conditions, and completed and ready for final payment within thirty (30) calendar days after the date when the Contract Time commences to run.

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

5. Bidder agrees that all Federal, State and Local sales and use taxes are included in the stated Bid Prices for the work.

6. Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the unit prices herein (if applicable) represent a true measure of the labor, materials, equipment and any other incidentals required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

8. The Bid Line item pricing includes all the necessary excavation, backfill, grading, restoration, and removal of materials attendant upon the construction of the work, complete in place, and the disposal of all excess materials, and the final cleaning up of the work.

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.

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

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?

_____

10.2 State of Florida Contractor's license #_____

Broward County Certificate of Competency #:_____
Expiration Date: _____

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

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

_____

_____

10.5 List all work performed over the last year.

Project Name _____

Owner's Name _____

Owner's Address _____

_____

Phone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

(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 _____

Owner's Name _____

Owner's Address _____

_____

Phone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

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.

NAME	ADDRESS	TELEPHONE	CONTACT PERSON

10.8 Have you personally inspected the proposed work and have you a complete plan for its performance?

_____

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	NAME AND ADDRESS OF SUBCONTRACTOR

(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 _____

(b) Percent manhours to be performed by Contractor's permanent staff _____

(c) Percent manhours to be performed by direct hire employees _____

(d) Percent manhours to be performed by Subcontractors _____

11. Equipment

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

_____

_____

11.1 What equipment will you rent for the proposed work?

_____

_____

11.2 What equipment will you purchase for the proposed work?

_____

_____

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE BID IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

12. Conflict of Interest

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". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

13. VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Proposer's Name: _____

Vendor FEIN: _____

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of the Proposer, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify

☐

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REQUESTED CERTIFICATION BELOW IS ON THE ATTRIBUTES TAB FOR THE BID IN THE EBID SYSTEM. THIS INFORMATION MUST BE PROVIDED ELECTRONICALLY.

STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Florida Statutes, Section 287.087. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____ _____
CONTRACTOR'S SIGNATURE CONTRACTOR'S PRINTED NAME

Date: _____

E. AWARD AND POST AWARD

The Awarded Bidder will receive an automatically generated notice from the system or an email notification from the City's Purchasing Division.

City reserves the right to postpone the award of the Contract for a period of time which shall not exceed ninety (90) Calendar Days from the Bid Opening 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 representative from an authorized agent of the Bidder shall be considered a written binding acceptance of the postponement time.

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 his 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, Performance and Payment Bonds are required. Performance and Payment Bonds must be recorded with Broward County. Insurance is required for all bids.**

F. LINE ITEMS

See Exhibit "Line Items" in the Attachments tab of the City's eBid system. Prices are to be entered in the Line Items tab of the eBid system.

G. SPECIFICATIONS

See Exhibit "Specifications" in the Attachments tab of the City's eBid system

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General Conditions of the Contract

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.

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 Consultant’s Contract 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 registered mail or other traceable delivery service to the last business address known to him who gives notice. Electronic, Fax or other telephonic transmission shall not 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. CITYSHIP 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 ten million dollars ($10,000,000), 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 ten million dollars ($10,000,000) 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 multi-phased 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 one hundred-fifty percent (150%) 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 CONTRACTER.

11.01 The Owner may withhold as retainage five percent (5%) of the payment owed to the Contractor until fifty percent (50%) completion of the Project. After fifty-percent (50%) completion is reached the owner may reduce the retainage withheld from each subsequent progress payment.

11.01.01 Fifty-percent (50%) completion shall be defined in the Contract Documents. If not defined, fifty percent (50%) completion shall be the point at which the Owner has expended fifty percent (50%) of the total cost of the construction services purchased with all costs associated with existing change orders and any other additions or modifications to the construction services provided for in the Contract Documents.

11.01.02 After fifty percent (50%) completion of the Project, the Contractor may present to the Owner an Application for Payment of up to one-half (1/2) of the retainage retained by the Owner prior to the fifty-percent completion date.

The Owner shall promptly make such payment unless the Owner has grounds for withholding the payment retainage as provided herein.

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. CONTRACTER'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 CITY.

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 CONTRACTER.

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. CONTRACTER'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 changes 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 CITY’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 Contract 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 Contract 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 ten percent (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 one hundred percent (100%) of the contract amount, a sum of one percent (l%) 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 (10%) of the original construction contract amount, not to exceed seventy-five thousand dollars ($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 one hundred twenty (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 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 one dollar ($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 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 Contract, 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 dollars ($10.00), 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 Contract and pursuant to Florida Statute 725.06 be incorporated by reference into any and all Bid Documentation or Specifications.

ARTICLE 38. TERMINATION BY THE CONTRACTER.

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. CITY'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 CITY.

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 seven (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) days 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 one million dollars ($1,000,000) for injury or death to any one person and not less than two million dollars ($2,000,000) each occurrence; and shall carry insurance against property damage in limits of not less than one million dollars ($1,000,000) per claimant and two million dollars ($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 one million dollars ($1,000,000) per occurrence, two million dollars ($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.

41.07 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.

41.08 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.

41.09 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.

41.10 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.

41.11 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 two million dollars ($2,000,000) 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 awarded and non-awarded 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 five (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 ten percent 10% 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 Contract 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

City of Pompano Beach Florida

Local Business Subcontractor Utilization Report

Project Name (1)		Contract Number and Work Order Number (if applicable) (2)	
Report Number (3)	Reporting Period (4) to	Local Business Contract Goal (5)	Estimated Contract Completion Date (6)
Contractor Name (7)		Contractor Telephone Number (8) ( ) -	Contractor Email Address (9)
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12) ( ) -	Project Manager Email Address (13)

Local Business Payment Report

Federal Identification Number (14)	**Local Subcontractor Business Name** (15)	**Description of Work** (16)	**Project Amount** (17)	**Amount Paid this Reporting Period** (18)	**Invoice Number** (19)	**Total Paid to Date** (20)
				Total Paid to Date for All Local Business Subcontractors (21) **$**		0.00

I certify that the above information is true to the best of my knowledge.

Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)

Local Business Subcontractor Utilization Report Instructions

Box (1) **Project Name –** Enter the entire name of the project.

Box (2) **Contract Number (work order) –** Enter the contract number and the work order number, if applicable.

Box (3) **Report Number -** Enter the Local Business Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).

Box (4) **Reporting Period -** Enter the beginning and end dates this report covers (i.e., 10/01/2016 – 11/01/2016).

Box (5) **Local Contract Goal -** Enter the Local Contract Goal percentage on entire contract.

Box (6) **Contract Completion Date -** Enter the expiration date of the contract, (not work the order).

Box (7) **Contractor Name -** Enter the complete legal business name of the Prime Contractor.

Box (8) **Contractor Telephone Number -** Enter the telephone number of the Prime Contractor.

Box (9) **Contractor Email Address -** Enter the email address of the Prime Contractor.

Box (10) **Contractor Street Address –** Enter the mailing address of the Prime Contractor.

Box (11) **Project Manager Name -** Enter the name of the Project Manager for the Prime Contractor on the project.

Box (12) **Project Manager Telephone Number –** Enter the direct telephone number of the Prime Contractor's Project Manager.

Box (13) **Project Manager Email Address –** Enter the email address of the Prime Contractor's Project Manager.

Box (14) **Federal Identification Number –** Enter the federal identification number of the Local Subcontractor(s).

Box (15) **Local Subcontractor Business Name** – Enter the complete legal business name of the Local Subcontractor(s).

Box (16) **Description of Work –** Enter the type of work being performed by the Local Subcontractor(s) (i.e., electrical services).

Box (17) **Project Amount –** Enter the dollar amount allocated to the Local Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).

Box (18) **Amount Paid this Reporting Period** – Enter the total amount paid to the Local Subcontractor(s) during the reporting period.

Box (19) **Invoice Number** – Enter the Local Subcontractor's invoice number related to the payment reported this period.

Box (20) **Total Paid to Date** – Enter the total amount paid to the Local Subcontractor(s) to date.

Box (21) **Total Paid to Date for All Local Subcontractor(s)** – Enter the total dollar amount paid to date to all Local Subcontractors listed on the report.

Box (22) **Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the Local Subcontractor Utilization Report.

Box (23) **Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the Local Subcontractor Utilization Report.

Box (24) **Title –** Enter the title of authorized employee completing the Local Subcontractor Utilization Report.

Box (25) **Date –** Enter the date of submission of the Local Subcontractor Utilization Report to the City.

LOCAL BUSINESS PARTICIPATION GOAL ANNOUNCEMENT

BID # _____

The City of Pompano Beach is **strongly committed** to ensuring the participation of City of Pompano Beach 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 bid package, the Local Business Participation Form (Exhibit "A"), and the Letter of Intent Form (Exhibit "B").

Bidders should utilize businesses that, for a minimum of one year, are physically located in the City of Pompano Beach with a current Business Tax Receipt, whose 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.

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 bid 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 Shop Pompano! section.

Bidders who are unable to meet the local business goals should also demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract.

The required goal for this bid is 10% for Local Businesses.

REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM AND SMALL BUSINESS ENTERPRISE FORM ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

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

Solicitation Number & Title: _____ Prime Contractor's Name: _____

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Materials to be Purchased	Contract Amount

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

Bid Number_____

TO: _____
(Name of Prime or General Bidder)

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

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

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

_____

_____

_____

_____

_____

_____

at the following price: _____

_____ _____
(Date) (Name of Local Business Contractor)

_____
(address)

_____
(address City, State Zip Code)

BY: _____
(Name)

LOCAL BUSINESS EXHIBIT "C
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

_____

_____

_____

BID BOND

STATE OF FLORIDA)
ss
)

KNOW ALL MEN BY THESE PRESENTS, that we , _____

_____ as principal, and

_____

hereinafter called Surety, are held and firmly bound unto The City of Pompano Beach, Pompano Beach, Florida, a political subdivision of the State of Florida, and represented by its City Commission hereinafter called OWNER, in the sum of _____ Dollars ($ _____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigned, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

(Bid Name) _____

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that is the Principal within 10 consecutive calendar days after written notice of such award being given to Principal, enters into the contract to such award and gives a Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; in the event of the failure of Principal to enter into such contract and bond, the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay the sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the said _____,
as Principal herein, has caused these presents to be signed in the name by its _____
_____ and attested by its _____ under its corporate seal,
and the said _____
_____ as Surety herein, has caused these presents to be signed in its name by
its _____
under its corporate seal, this _____ day of _____ A.D. _____ (year)

Signed, sealed and delivered in
the presence of:

_____
Principal -

_____ By: _____

_____
As to Principal

_____

_____
Surety
By:_____
Attorney-in-Fact
(Power-of-Attorney to be attached)

_____ By: _____
Resident Agent

END OF SECTION

SAMPLE AGREEMENT

THIS AGREEMENT is dated _____ by and between CITY OF POMPANO BEACH, FLORIDA (hereinafter called OWNER) and _____ (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: _____

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: (Bid Name) _____.

Article 2. ENGINEER

The Project has been designed by _____ 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 two hundred and 00/100 dollars ($200.00) 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 one hundred and 00/100 ($100.00) 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:

See BID PROPOSAL attached from bid/contract documents.

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.

10% 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 90% 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 for Bid (IFB), including, but not limited to, original IFB, general conditions, specifications, drawings, exhibits to the IFB, 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 IFB 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) This Agreement
b) Exhibit "B", General Conditions
c) Exhibit "C", Supplementary Conditions
d) Exhibit "A", IFB, addenda and documentation

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.

Witnesses:

CITY OF POMPANO BEACH

_____

By: _____
Rex Hardin, Mayor

_____

By: _____
Gregory P. Harrison, City Manager

Attest:

(SEAL)

_____
Asceleta Hammond, City Clerk

Approved as to form:

_____
Mark E. Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by **REX HARDIN**, as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

CONTRACTOR

_____
(Print name of company

Witnesses:

By:_____

_____

Print Name:_____

_____

Title:_____

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF }
} ss:
COUNTY OF }

On this _____ day of _____, _____, before me personally came and appeared _____, to me known to me to be the person described in and who executed the foregoing contract and acknowledged that he executed the same.

Witness my hand and official notarial seal at _____ _____ the day and year above written.

_____
Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF }
}
} ss:
COUNTY OF }

On this _____ day of _____, _____, before me personally came and appeared _____,

known to me to be one of the members of the partnership of _____

_____ described in and who executed the foregoing instrument and he acknowledged that he executed the same on behalf of said partnership and that same is the act and deed of said partnership.

Witness my hand and official notarial seal at _____

_____ the day and year above written.

_____
Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF }
} ss:
COUNTY OF }

On this _____ day of _____, _____, before me personally came and appeared _____,
to me known, who, being by me duly sworn, did depose and say that he resides at _____
_____, that he is the _____
of _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that he is the proper official of said corporation designated to execute such contract, that he has authority so to do, that he executed same for and in behalf of said corporation, and this his act is the act and deed of said corporation.

Witness my hand and official notarial seal at _____
_____ the day and year above written.

_____
Notary Public

My Commission Expires: _____

DocuSign Envelope ID: B2FEDF49-B96E-457C-AEDC-BE3854DD071D

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

DocuSign Envelope ID: B2FEDF49-B96E-457C-AEDC-BE3854DD071D

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

END OF SECTION

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SPECIFICATIONS

1. GENERAL:

At time of award of Contract, the City reserves the right to set a maximum dollar limit that may be expended on its street resurfacing program. Contract quantities may be reduced or increased to maintain the contract amount within this established limit. It is the intent of this Contract to spend all City funds allocated to this project. Some items may be deleted entirely and the related money amount may be added to other items.

All work shall be scheduled through the Office of the City Public Works, Streets Department. An official departmental notification form (work Order) will be sent (mailed and faxed) to the Contractor containing the date, time, location sketch, and amount of work to be done as one job or work-order. This form will be the authorization to start work. The Contractor shall commence each authorized portion of work within ten (10) business days of notification. Upon notification and prior to commencing work, the Contractor and the Streets Superintendent shall reach an agreement as to the reasonable number of working days that will be required for the specific amount of work ordered (unless the notification form states the number of working days to be allowed). The work shall be completed within the number of working days agreed upon between the Streets Superintendent and Contractor, subject to extensions allowed by the Streets Department due to unfavorable weather or other allowable causes substantiated by the Contractor.

Failure to complete the projects of any work order within the reasonable agreed number of working days shall subject the Contractor to pay penalty Liquidated Damages as specified in the Contract. These amounts will be applied (subtracted) to the Contractor's pay request.

The work under this Contract shall consist of furnishing all labor, materials, equipment and incidentals necessary for milling existing asphalt, placing tack coat and plant mix asphaltic concrete, compacted to the lines and grades established by Public Works in the City's streets, alleys, rights-of-way and within City-owned property, as needed, when needed. The job mix formula for each type of asphalt is to be approved by the Streets Superintendent. The plant mix asphalt for this work shall meet this formula within tolerances as specified by the State of Florida Department of Transportation.

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The work shall consist of surfacing newly constructed rock pavement and the resurfacing of existing pavement. Asphalt thickness shall be as determined by the Streets Department. All work and materials shall be in accordance with the City's Construction Standards and Specifications except where stated otherwise herein.

In Items 1 through 4, if reclaimed asphalt is not available, the Contractor shall furnish asphalt mixes using all virgin materials at the Bid Prices for these items. The Contract price per ton or per square yard of asphaltic concrete includes all the necessary pavement brushing, maintenance of traffic, construction of work in place, cut-backs, saw-cutting keyway in existing asphalt, removal and disposal of excess materials and the final cleaning up of the work. Cut-backs shall be approximately three inches (3") from edge of asphalt.

The application of tack coat is not included in Item 1 through 6. All tack coat applications will be paid for under Item 7, and shall be applied to all resurfacing areas unless specifically directed otherwise by Public Works. Contractor must take photograph (or video) of the work area prior to start of any work. A copy of the photographs (or video) shall be provided to the City's Inspector for the record.

2. INSPECTION OVERTIME COSTS:

Provisions of the Construction Standards and Specifications, under paragraphs 5-99 and 5-101, define "working day," hours in a working day, and the definition of "overtime."

The normal work hours for the City's Public Works Inspectors are 7:00 A.M. – 5:30 P.M., with ½ hour lunch, Monday through Thursday, except holidays. No Contractor will be permitted to work more than ten (10) hours per day on work requiring inspection without written approval by Public Works. Requests for permission to work overtime shall be in writing from the Contractor and shall indicate the Contractor's commitment to pay the inspection charge for overtime. When approved, overtime inspection costs will be billed to the Contractor on a monthly basis. The inspection overtime rate for all contracts is currently seventy-five dollars ($75.00) per hour, subject to future adjustment by the City. No final payment request will be processed until ALL inspection overtime charges have been paid. Inspection overtime charges shall NOT be deducted from partial payment requests. The Contractor must submit payment in full by corporate check or money order to satisfy charges rendered for this service.

3. BASIS OF PAYMENT (Asphaltic Concrete, unit line items #1, #2, #3 and #4):

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The bid Price for the asphalt mix shall include the cost of liquid asphalt. There will be no separate payment for the bituminous material in the asphalt mix. Should it become necessary to increase the percentage of asphalt to satisfy the job mix formula (e.g., the minimum effective asphalt content) or other requirements of the specifications, no additional compensation will be made. Asphalt installed in excess of required thickness shall be removed and reinstalled at Contractor's expense.

Calculations will be based on a minimum effective asphalt content of five percent (5%) for Type S-1 and 5.5 percent for Type III, respectively.

4. CONTRACT PERIOD

The initial Contract period shall be one (1) year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this Contract for four (4) additional one-year periods subject to contractor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of this Contract, and any renewal period. Renewals may be approved and executed by the City Manager or the City Manger's designee.

In the event service is scheduled to end because of the expiration of this Contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

5. ESCALATION AND DE-ESCALATION DURING RENEWAL:

Upon the anniversary date of each renewal period, the Awarded Bidder may submit a requested price increase per individual item unit cost to the Purchasing Division in writing, ninety (90) days prior to the renewal period. The City will consider such price increase based on the most recent Consumer Price Index (CPI) and proof of a manufacturer's price increase. If the most

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recent CPI or market reflects a de-escalation of prices, the Awarded Bidder will extend such prices.

The City reserves the right to accept or reject the price increase and may choose to re-bid the Contract if it is deemed to be in the best interest of the City. The Contract will be extended ninety (90) days beyond the Contract Expiration Date, if needed. Bidders agree to this extension when they sign their bid document for the initial period.

6. SAMPLING DEVICE ON TRANSPORT TANKS:

All transport tanks delivering bituminous materials shall be equipped with an approved spigot-type sampling device.

7. WORK SCHEDULING:

The work will be scheduled by work orders for different increments or jobs by the Streets Superintendent, at various times and places designated as City Projects or City Improvements. Any one job may be comprised of a continuous application of asphaltic concrete surface, or several separate but closely related applications in one locality. The sequence of the work shall be carried out in accordance with the instructions of the Streets Superintendent.

A letter of notification will be sent to the Contractor from the Streets Superintendent. This form will be the authorization to start work. The Contractor shall commence each authorized portion of work within ten (10) days of notification. Upon notification and prior to commencing work, the Contractor shall indicate to Public Works the number of working days that will be required for the specific amount of work ordered (unless the notification form states the number of work days to be allowed). The work shall be completed within the number of working days agreed between the Streets Superintendent and Contractor, subject to extensions allowed by the Streets Superintendent due to unfavorable weather or other allowable causes substantiated by the Contractor.

The Contractor shall dispatch one, or multiple crews (under one work order) to work within the City limits at a time. The working hours are 7:00 AM to 5:30 PM only (unless specifically agreed to by the City). Once the Contractor starts work on a work order, the Contractor shall remain on the job for the necessary number of consecutive working days until it is completed. The Streets Superintendent shall determine when the work order is completed.

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8. PREPARATION:

Preparation shall be in accordance with the City's Construction Standards and Specifications except newly constructed rock base to be asphalt surfaced may or may not be primed and sanded by others. In either case, prior to the application of the surface course, all loose material, existing R.P.M., dust, dirt and all foreign material, which might prevent proper bonding with the existing surface shall be removed to the full width by means of approved mechanical sweepers, power vacuum, and supplemented by hand sweeping if required. The City will be responsible for doing the cut-backs. Apply prime coats, tack coats and hot-mix asphaltic concrete only when weather conditions and the condition of the surface are suitable.

9. TACK COAT:

Tack coat shall be applied to all existing pavement surfaces unless directed otherwise (in writing) by the City, and shall be paid for at the unit price bid per gallon for tack coat. Type of material, rate of application, method of application and equipment shall be as set forth in Section 80 of Construction Standards and Specifications of the City of Pompano Beach. Alternate tack coat material may be any of the following: Emulsified Asphalt, Grades RS-2, CRS-2, SS-1, CSS-1, SS-1H, CSS-1H, AE-60, AE-90, AE-150, CRS-2H or Asphalt Emulsion (AEP) meeting the requirements of Section 916-4, or Emulsion Prime (RS type) meeting the requirements of Section 916-5 of the Florida D.O.T. "Standard Specifications for Road and Bridge Construction", 2000. Equipment shall conform to the requirements of Section 300-3 and application of tack coat shall conform with Section 300-7 of said specifications. Tack coat materials specified above shall not be diluted prior to use. The Streets Superintendent will require appropriate tests of materials, and will determine the times and locations.

10. PRIME COAT:

The material used for prime coat shall be cut-back Asphalt Grade RC-70 or RC-250 meeting the requirements of D.O.T. 916-2, Emulsified Asphalt Grades SS-1 or CSS-1, SS-1H or CSS-1H diluted in equal proportion with water; Asphalt Emulsified Asphalt grade AE-60, AE-90, AE-150 or AE-200 diluted at the ratio of six (6) parts emulsified asphalt to four (4) parts water; special MS-Emulsion diluted at the ratio of six (6) parts emulsified asphalt to four (4) parts water; Asphalt Emulsion Prime (AEP) meeting the requirements of D.O.T. 916-4, Emulsion Prime (RS Type) meeting the requirements of D.O.T. 916-5, or other types and grades of bituminous material, which may be called for in the plans.

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The Contractor may select any of the specified bituminous materials unless the plans indicate the use of a specific material. Types and Grades of bituminous material, other than those previously specified, may be allowed if it can be shown that the alternate material will properly perform the function of prime coat material.

11. COVER MATERIAL FOR PRIME COAT:

If an emulsified asphalt is used for prime coat, Public Works may require that cover material be hot-asphalt coated [mix to contain from two percent (2%) to four percent (4%) asphalt cement] if necessary to achieve a prime coat, which will remain reasonably intact until the surface course is placed.

If material other than emulsified asphalt is used for the prime coat, the cover material shall be either sand (bare of hot asphalt coated) or screenings, at the Contractor's option. The sand shall be non-plastic and free from any appreciable amount of silt, clay balls and root particles, and from any noticeable sticks, trash, vegetation or other organic matter. Screening shall be as specified in D.O.T. 902-5.

12. PRESSURE DISTRIBUTOR:

Tack coat and prime coat shall be placed with a pressure distributor, which shall be equipped with pneumatic tires having a sufficient width of rubber in contact with the road surface to avoid breaking the bond or forming a rut in the surface. The distance between the centers of openings of the outside nozzles of the spray bar shall be equal to the width of the application required within an allowable variation of two inches.

The outside nozzle at each end of the spray bar shall have an area of opening not less than twenty-five percent (25%) and not more than seventy-five percent (75%) in excess of the other nozzles. All other nozzles shall have uniform openings. When the application covers less than the full width, the normal opening of the end nozzle at the junction line may remain the same as those of the interior nozzles.

13. CLEANING BASE AND PROTECTION OF ADJACENT WORK:

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Before any bituminous material is applied, all loose material, dust, dirt, caked clay and other foreign material, which might prevent proper bond with the existing surface, shall be removed for the full width of the application by approved mechanical sweepers and power vacuum. Particular care shall be taken in cleaning the outer edges of the strip to be treated, to ensure that the prime or tack coat will adhere.

When the prime or tack coat is applied adjacent to curb and gutter, valley gutter or any other concrete surfaces, such concrete surfaces (except where they are to be covered with heavy paper, or otherwise protected as approved by Public Works, while the prime or tack coat is being applied. Any bituminous material deposited on such concrete surfaces shall be removed.

14. TEMPERATURE SENSING DEVICE ON TRANSPORT TANKS:

All transport tanks delivering bituminous materials shall be equipped with an approved dial type thermometer. The thermometer shall have a temperature range from 50°F to 500°F in 25°F increments with minimum dial diameter of two inches (2”).

The thermometer shall be located near the midpoint in length and within the middle third of the height of the tank and be enclosed in a well with a protective window or by other means as necessary to keep the instrument clean and in the proper working condition.

The measurement shall be based on a temperature of 60°F, and correction for temperature shall be made by increasing or decreasing the volume actually measured as specified in section 300-8.7 of the Florida D.O.T. 1991.

15. UTILITY BOX ADJUSTMENTS:

The Contractor is responsible for adjusting (raising and lowering) all City's valve boxes and (raising) all City's manholes and inlets as per line items 14, 15, and 16. Manholes that are higher than existing grade will be adjusted (lowered) by City forces.

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Manhole castings are to have the capability of expanding to precisely fit each manhole frame. This feature allows for any dimensional variances. Single-bolt split ring with four (4) bolt construction.

a. Cast Ductile Iron Base
b. Fabricated Steel Back Support
c. Steel Reinforcing Bar: Cold rolled steel bar welded to upper edge of the steel back prevents bending and deterioration from an H-20 wheel loading or repeated removal and insertion of the manhole cover.
d. Stainless Steel Expansion and Elevating Bolts
e. Vinyl Gasket
f. Safe Tite Seal: An advanced polymer lining bonded to the outside walls of the extension ring, which grips the original manhole frame. This allows for shock to be evenly dispersed without loosening the bond.

All other utility boxes shall be adjusted by the respective utility company. In locations where adjustment has not been performed, it shall be the Contractor's responsibility to lay a bond-breaker material over the utility box before resurfacing, then remove the fresh asphalt placed over the utility box access hole after resurfacing.

The City reserves the right to reject work where utility boxes are covered over.

16. APPLICATION OF PRIME COAT:

The surface to be primed shall be clean and the moisture content of the base shall not exceed ninety percent (90%) of the optimum moisture. The temperature of the prime material shall be between 100°F and 150°F. The actual temperature shall be that which will insure uniform distribution, and will be designated by Public Works. The material shall be applied by means of a pressure distributor. The amount to be applied will be dependent on the character of the surface and shall be sufficient to coat the surface thoroughly and uniformly, with no excess.

The rate of application shall be not less than 0.10 gallon per square yard, unless a lower rate is directed by the Public Works' designee.

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If so required by Public Works, the base shall be lightly sprinkled with water and rolled with a traffic roller, in advance of the application of the prime.

If warranted by traffic conditions, the Public Works' designee may require that the application be made on only one-half (1/2) the width of the base at one time in which case positive means shall be used to secure the correct amount of bituminous material at the joint.

17. ASPHALTIC CONCRETE:

The asphalt concrete material to be placed under this Contract shall be Florida Department of Transportation (D.O.T.) Type III or D.O.T. Type S-1, as determined by the Public Works' designee. All materials shall conform with the requirements for this designation as set forth in Florida D.O.T. Standard Specifications for Road and Bridge Construction 2017. The plant and methods of operation for preparing all plant-mixed hot bituminous mixtures of asphaltic concrete, and the requirements for the equipment to be used in the construction of the pavements shall conform with the requirements of Section 320 of said 2018 Florida Department of Transportation standards.

18. TYPE III ASPHALTIC CONCRETE:

Bituminous Material: The bituminous material shall be Asphalt Cement, Viscosity Grade AC-20 or AC-30, meeting the requirements set forth in Section 916-1, Florida D.O.T.

Aggregate: The aggregate shall consist of stone or slag screening or a combination of stone or slag screenings with silica sand, and shall meet the gradation requirements and provide the required stability of the mix, as specified below. Screenings shall be produced from stone or slag conforming with the requirements of Section 901. The sand shall meet the requirements of 332-2.2.3. Aggregate containing any appreciable amount of phosphate shall not be used.

Mineral Filler: Mineral filler, if needed, shall conform with the requirements of Section 917, Florida

D.O.T.

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19. GENERAL COMPOSITION OF MIXTURE:

General: The bituminous mixture shall be composed of a combination of aggregate (coarse, fine or mixtures thereof), mineral filler if required, and bituminous material. The several aggregate fractions shall be sized, uniformly graded, and combined in such proportions that the resulting mixture will meet the grading and physical properties of the approved job mix formula.

Grading Requirements: The job mix formula, as established by the Contractor and approved by the Public Works' designee, shall be within the design range specified in Table 331-1, Florida D.O.T. Contractor shall submit job mix formula for Public Works' approval.

Proportions of Sand and Screenings: Not more than twenty-five percent (25%) by weight of the total aggregate used shall be local sand. In addition to the local sand, a portion not to exceed fifteen percent (15%) by weight of the total aggregate may be commercial washed sand.

Stability: The constituents of the mixture shall be combined in such proportions as to produce a mixture having Marshall properties within the limits shown in Table 331.2, Florida D.O.T.

Screening: When tested at the cold elevator in the combination to be used, the aggregate shall contain not more than ten percent (10%) by weight, of material passing the No. 200 sieve. Any screenings used in the combination of aggregate shall not contain more than fifteen percent (15%) of material passing the No. 200 sieve. When two screenings are blended to produce the screenings component of the aggregate, any component of such screenings may contain up to eighteen percent (18%) of material passing the No. 200 sieve. Screenings may be washed to meet these requirements and shall be free from lumps and foreign matter.

20. TYPE S-1 ASPHALTIC CONCRETE:

Bituminous Material: The bituminous material shall be Asphalt Cement, Viscosity Grade AC-20 or AC-30, meeting the requirements set forth in Section 916.1, Florida D.O.T.

Coarse Aggregate: Coarse aggregate, stone, slag or crushed gravel shall conform with the requirements of Section 901, Florida D.O.T. The aggregate shall be clean and contain no

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deleterious substances. Coarse or fine aggregate containing any appreciable amount of phosphate shall not be used.

Fine Aggregate and Mineral Filler: Fine aggregate shall conform with the requirements of Section 902, Florida D.O.T. Mineral filler shall conform with Sections 917-1 and 917-2. In laboratory tests, and for the purpose of proportioning the paving mixture, all mixture passing the No. 10 sieve and retained on the No. 200 sieve shall be considered as fine aggregate, and the material passing the No. 200 sieve shall be considered as mineral filler.

Screenings: Any screenings used in the combination of aggregates shall contain no more than fifteen percent (15%) of material passing the No. 200 sieve. When two screenings are blended to produce the screening component of the aggregate, one of such screenings may contain up to eighteen percent (18%) of material passing the No. 200 sieve, as long as the combination of the two (2) does not contain over fifteen percent (15%) material passing the No. 200 sieve. Screenings may be washed to meet these requirements.

Permissible Variation for the Coarse Aggregate: The aggregate or aggregates shipped to the job shall be sized and uniformly graded or combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula.

General Composition of Mixture: The bituminous mixture shall be composed of a combination of aggregate (coarse, fine, or mixtures thereof), mineral filler, if required, and bituminous material. A minimum of fifteen percent (15%) by weight, of the total aggregate shall consist of screenings meeting the requirements of Section 902. The several aggregate fractions shall be sized, uniformly graded and combined in such proportions that the resulting mixture will meet the grading and physical properties of the approved job mix formula. In all cases, the job mix formula shall be within the design ranges specified in Table 331-1, Florida D.O.T. The Contractor shall control all operations in the handling, preparation, and mixing of the asphalt mix so that the percent bitumen and the percentages passing the No. 4 and No. 10 sieves will meet the approved job mix formula within the tolerances shown in Table 331-5, Florida D.O.T.

21. JOB MIX FORMULAS:

The job mix formulas for Type III and Type S-1 asphalt shall be submitted at least two (2) weeks before the scheduled start of production, for the Engineer's approval. The submitted job mix formula shall include test data showing that the material as produced will meet the requirements specified in Table 331-2 when tested in accordance with FM1-T245. Further, the bulk specific

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gravity of the laboratory compacted bituminous mixture shall be determined in accordance with FM1-T166.

The percent (%) of unfilled voids and the percent (%) of aggregate voids filled with asphalt shall be based on the maximum specific gravity of the bituminous mixture and on the asphalt content of each group of specimens prepared from the same sample. Maximum specific gravity of the bituminous mixture shall be determined by FM1-T209. Submittal shall also indicate the minimum effective asphalt content requirements in Table 331-2 are satisfied for each mix.

The submittal shall include the following information:

a. The source and description of the materials to be used;
b. The gradation and approximate proportions of the raw materials as intended to be combined in the paving mixture;
c. A single percentage of the combined mineral aggregate passing each specified sieve;
d. A single percentage of asphalt by weight of total mix intended to be incorporated in the completed mixture;
e. A single temperature at which the mixture is intended to be discharged from the plant;
f. The laboratory density of the asphalt mixture;
g. Evidence that the completed mixture will conform to all specified physical requirements; and,
h. The name of the individual responsible for the Quality Control of the mixture during production.

Reclaimed asphalt pavement may be used providing it does not exceed twenty-five percent (25%) by weight of total aggregates for asphalt courses, and meets all other requirements of Section 331-2.2.4 of the Florida Department of Transportation.

The approved job mix formula shall remain in effect until a change is authorized in writing by the Public Works' designee. The Contractor, at any time after construction has started, may request that the job mix formula be revised, providing evidence is shown that the revision is necessary and the revised aggregate gradation will meet the requirements of Table 331-1.

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A new design will be required for any change in source of aggregate. All requests for design mix adjustments, redesigns and new design mixes will be submitted in writing to Public Works' designee. When Public Works determines that an undesirable surface texture is being produced due to mix conditions, Public Works will require an immediate adjustment to the job mix formula.

The design mix must be submitted to Public Works for approval for all design mixes.

22. CONTRACTOR'S QUALITY CONTROL:

The Contractor shall provide the necessary control of the bituminous mixture and construction in accordance with the applicable provisions of 6-8.4 and 331-4.4, Florida D.O.T. After the job mix formula is approved, the Contractor shall furnish the material not only within the limits of the design range, but in addition, shall meet the approved job mix formula within the acceptance ranges shown in the approved design mix. The hot bin gradations shall comply with the provisions of 331-4.4.3 and Table 331-3, Florida D.O.T.

Additional Tests: The Public Works' designee reserves the right to run any test at any time at the asphalt plant for informational purposes, and for determining the effectiveness of the Contractor's quality control. The Public Works' designee may run Marshall Stabilities to determine whether or not the Contractor is meeting its design requirements. When the results of at least two consecutive tests indicate noncompliance with the approved design mix, the Contractor's operations will be stopped until the requirements can be met or another design mix has been approved.

Acceptance at the Plant: The bituminous mixture will be accepted at the plant with respect to gradation and asphalt content in accordance with the requirements of 331-5, Florida D.O.T.

Acceptance on the Roadway: The bituminous mixture will be accepted on the roadway with respect to compacted density and surface tolerance in accordance with the applicable provisions of 330-10 and 330-12, Florida D.O.T.

23. COMPACTING MIXTURE:

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The following equipment, sequence and coverage are suggested for use based on past successful performance; however, since density is required, the Contractor may select its own equipment, sequence and coverage of rolling to meet the minimum density requirements specified.

a. Seal rolling, using tandem steel rollers weighing five (5) to twelve (12) tons, and following as close behind the spreaders as is possible without pickup, undue displacement or blistering of the material.

b. Rolling with self-propelled, pneumatic-tired rollers, following as close behind the seal rolling as the mix will permit. The roller shall cover every portion of the surface with at least five passes.

c. Final rolling with the eight (8) to twelve (12) ton tandem steel roller, to be done after the seal rolling and pneumatic-tired rolling have been completed, but before the pavement temperature has dropped below 140°F.

Once the Contractor has selected the equipment and established the procedures as provided below and these have been used for the control strip density determination, then the Contractor must continue to use the same equipment and rolling procedures for all asphalt mix represented by the control strip. Changes in equipment or procedures will require a new control strip density determination. The Public Works designee must be notified prior to changing the rolling process.

When density is not required, as for all patching courses, leveling and intermediate courses less than one inch (1”) thick over build courses of variable thickness (when the minimum thickness is less than one inch (1”), the compaction will be applied in accordance with the standard specifications. The specified rolling procedures must be followed when density determinations will not be made.

When density is not required on those courses indicated in the foregoing paragraph, but the Contractor desires to use other rollers, patterns or sequences than those specified, the Contractor may request approval from the Public Works’ designee. Approval may be granted for leveling and intermediate courses one half inch (1/2") and thicker and over build courses when these courses are placed with a paving machine. Density requirements will be in accordance with the provisions of the first paragraph of 330-10.3 (Density Control - Nuclear Method), Table 330-2 and Table 330-3. Approval for a change on patching courses, variable thickness leveling courses placed with motor graders and open-graded friction courses will not be granted.

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Compaction at Crossovers, Intersections, etc.: When a separate paving machine is being used to pave the crossovers, the compaction of the crossovers may be done by an eight (8) to ten (10) ton tandem steel roller. If crossovers, intersections and acceleration and deceleration lances are placed with the main run of paving, a traffic roller shall also be used in the compaction of these areas.

Rolling Procedures: The initial rolling shall be longitudinal. Where the lane being placed is adjacent to a previously placed lane, the center joint shall be pinched or rolled, prior to the rolling of the rest of the lane.

After the rolling or pinching of the center joint, the rolling shall continue across the mat by overlapping each previous roller path by at least one-half (1/2) the width of the roller wheel. The motion of the roller shall be slow enough to avoid displacement of the mixture, and any displacement shall be corrected at once by the use of rakes, and the addition of fresh mixture if required. Final rolling shall be continued until all roller marks are eliminated.

Speed of Rolling: Rolling with the self-propelled, pneumatic-tired rollers shall proceed at a speed of six (6) to ten (10) miles per hour, and the area covered by each roller shall not be more than four-thousands (4,000) square yards per hour, except that for Type S-1 Asphaltic Concrete, this maximum rate of coverage shall be three-thousand (3,000) square yards per hour.

Number of Pneumatic-tired Rollers Required: A sufficient number of self-propelled, pneumatic-tired rollers shall be used to assure that the surface for the required number of passes will not delay any other phase of the laying operation nor result in excessive cooling of the mixture before the rolling is complete. In the event that the rolling falls behind, the laying operation shall be discontinued until the rolling operations are sufficiently caught up.

Compaction of Areas Inaccessible to Rollers (such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.) shall be compacted by the use of hand tamps or other satisfactory means.

Rolling Patching and Leveling Courses: Self-propelled, pneumatic-tired rollers shall be used for the rolling of all patching and leveling courses. Where the initial leveling course is placed over broken concrete pavement, the pneumatic-tired roller shall weigh at least fifteen (15) tons. For Type S-1 Asphaltic Concrete leveling courses, the use of a steel-wheeled roller, to supplement the traffic rollers, will be required. On other leveling courses, the use of a steel-wheeled roller will be required on all passes after the first.

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Correcting Defects: The rollers shall not be allowed to deposit gasoline, oil or grease onto the pavement, and any areas damaged by such deposits shall be removed and replaced as directed by Public Works. While rolling is in progress, the surface shall be tested continuously and all discrepancies corrected to comply with the surface requirements. All drippings, fat or lean areas and defective construction of any description shall be removed and replaced. Depressions which develop before the completion of the rolling shall be remedied by loosening the mixture and adding new mixture to bring the depressions to a true surface. Should any depression remain after the final compaction has been obtained, the full depth of the mixture shall be removed and replaced with sufficient new mixture to form a true and even surface. All high spots, high joints and honeycomb shall be corrected as directed by Public Works'. Any mixture remaining unbounded after rolling shall be removed and replaced.

Any mixture which becomes loose or broken, mixed or coated with dirt or in any way defective, prior to laying the wearing course shall be removed and replaced with fresh mixture which shall be immediately compacted to conform with the surrounding area. Areas of defective surfaces may be repaired by the use of indirect heat. No method of repair involving open-flame heaters shall be used.

24. DENSITY CONTROL:

Rolling shall progress continuously until the asphalt is compacted to one hundred percent (100%) of the laboratory compacted mixture, plus or minus two percent (2%). A tandem roller weighing no less than

eight (8) tons shall be used in rolling operations. The rolling shall include all transverse, longitudinal, diagonal, and where practicable, crescent rolling, as may be necessary to obtain maximum density.

25. SURFACE REQUIREMENTS:

Contractor Responsibility: The Contractor shall be responsible for obtaining a smooth surface on all pavement courses placed and therefore should straightedge all intermediate and final courses with a fifteen foot (15') rolling straightedge. A fifteen foot (15') manual straightedge shall be furnished by the Contractor and shall be available at the job-site at all times during the paving operation for checking joints and surface irregularities.

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Texture of the Finished Surface of Paving Layers: The finished surface shall be of uniform texture and compaction. The surface shall have no pulled, torn, or loosened portions and shall be free of segregation, sand streaks, sand spots, or ripples. Any area of the surface, which does not meet the foregoing requirements shall be corrected in accordance with 330-12.4.

26. ACCEPTANCE TESTING FOR SURFACE TOLERANCE:

General: Acceptance testing for surface tolerance will be applicable only to through traffic lanes and ramps, where the ramp is a constant width, and shall include all construction joints.

Intersections, acceleration lanes, deceleration lanes, tapers, crossovers, transitions at beginning and end of project, and similar areas will not be tested for surface tolerance with the rolling straightedge as provided below. However, any individual surface irregularity in these areas in excess of three-eighths of an inch (3/8") as determined by a fifteen foot (15') straightedge, and deemed by the Public Works' designee to be objectionable, shall be corrected in accordance with 330-12.4.

Test Method: Acceptance testing shall consist of one pass of a standard fifteen-foot (15') rolling straightedge operated along the centerline of each lane tested. This does not preclude acceptance testing at other locations within the lane being tested.

Acceptance Criteria for Final Surface: Upon completion of the final surface, Public Works' personnel and Contractor's personnel will test the finished surface with a fifteen foot (15') rolling straightedge. All deficiencies in excess of three-sixteenths of an inch (3/16") shall be corrected in accordance with 330-12.4, except that correction by overlaying will not be permitted when the final surface is a friction course.

The Public Works' designee may waive corrections specified above if it is determined that the deficiencies are sufficiently separated so as not to significantly affect the ride quality of the pavement and that corrective action would unnecessarily mar the appearance of the finished pavement surface.

Where Public Works elects to waive a correction, the appropriate pay quantity for Asphaltic Concrete shall be reduced by the equivalent quantity of materials which would have been removed and replaced if the correction had been made. The calculation for volume which would

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have been removed is (50'+ deficient length) x lane width x layer thickness x laboratory density for the mix.

27. CORRECTING UNACCEPTABLE PAVEMENT:

The Contractor has the option of selecting one of the following methods unless overlaying is prohibited in accordance with 330-12.3.4:

a. Removing and Replacing: If correction is made by removing and replacing the pavement, the removal must be for the full depth of the course and extend at least twenty-five feet (25') on either side of the defective area, for the full width of the paving lane.

b. Overlaying: If correction is made by overlaying, the overlay shall cover the length of the defective area and taper uniformly to a featheredge thickness at a minimum distance of twenty-feet (25') on either side of the defective area. The overlay shall extend full width of the roadway. Care shall be taken to maintain the specified cross slope.

The cost of all concrete work, either by removing and replacing, or by overlaying, shall be borne by the Contractor.

28. SAW-CUT KEYWAY:

At bridges, major intersections or at locations designated by Public Works, Contractor shall saw-cut a one foot (1') wide keyway [nominal one inch (1") deep] across full width of existing asphalt roadway. All costs associated with saw-cutting, removal of existing asphalt, cleanup, and incidentals shall be included in the contract price per ton of Type III or Type S-1 asphalt.

29. TRAFFIC CONTROL:

Traffic control consists of maintaining traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. It shall include the construction and maintenance of any necessary detour facilities; the providing of necessary facilities for access to residences, businesses, etc., along the project; the furnishing, installation and maintaining of traffic control and safety devices during construction; the control of dust, and any other special requirements for safe and expeditious movement of traffic as may be called for

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on the plans. The term traffic control shall include all of such facilities, devices and operations as are required for the safety and convenience of the public, as well as for minimizing public nuisance; all as specified in this Section.

Detours over Existing Roads and Streets: When traffic is specified to be detoured by the Public Works' designee over roads or streets outside the project area, the Contractor will not be required to maintain such roads or streets, but all signs, including those at the intersections with the project, will be placed by the Contractor.

Beginning Date of Contractor's Responsibility: The Contractor's responsibility for maintenance of traffic shall begin on the day the Contractor starts work on the project or on the first day contract time is charged, whichever is earlier.

Maintenance of Roadway Surfaces: All lanes that are being used for the maintenance of traffic, including those on detours and temporary facilities, shall be adequately maintained, with a substantial surface under all weather conditions. The lanes shall be kept reasonably free of dust and when necessary to accomplish this, they shall be sprinkled with water, or some other dust palliative shall be applied.

Removal of Parked Cars: Prior to commencing resurfacing, Contractor shall investigate work sites to determine where motor vehicles are encroaching or obstructing portions of the roadway to be surfaced. Contractor shall be responsible for notifying vehicle owners and/or causing such vehicles to be removed prior to commencing its resurfacing operations. Contractor shall mount and remove notification signs (supplied by the Contractor).

Number of Traffic Lanes: Except as otherwise specified herein, on the plans, or in the special provisions, the Contractor shall maintain one (1) lane of traffic in each direction. Two (2) lanes of traffic in each direction shall be maintained at existing four (4) (or more) lane cross roads, where necessary to avoid undue traffic congestion. Unless otherwise specified, the effective width of each lane used for maintenance of traffic shall be at least as wide as the traffic lanes existing in the area prior to commencement of construction. Traffic control and warning devices shall not encroach on lanes used for maintenance of traffic.

The Contractor may be allowed to restrict traffic to one-way operation for short periods of time provided that adequate means of traffic control are affected and traffic is not unreasonably delayed. When a construction activity requires restricting traffic to one-way operations and the

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flag persons do not have visual contact with each other, the Contractor must equip the flag person with two-way radios or use pilot vehicle(s).

Crossings and Intersections: Adequate accommodations for intersecting and crossing traffic shall be provided and maintained and, except where specific permission is given, no road or street crossing the project shall be blocked or unduly restricted.

Access for Residences and Businesses: The Contractor shall not isolate residences and places of business. Access shall be provided to all residences and all places of business whenever construction interferes with the existing means of access. Any minor access interruption shall be coordinated between the Contractor and business or resident.

The cost of all work under maintenance of traffic shall be included in the unit price bid for all line items in the bid.

30. MILLING OF EXISTING ASPHALT PAVEMENT:

Description: The work specified in this section consists of removing existing asphaltic concrete pavement by milling to improve the ride ability of the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement.

When milling to improve ride ability, an average depth of cut will be specified.

Unless otherwise specified, the milled material becomes the property of the Contractor.

Equipment: The milling machine shall be capable of maintaining a depth of cut and cross slope that will achieve the results specified in the specifications. The overall length of the machine (out to out measurement excluding the conveyor) shall be a minimum of eighteen feet (18’). The minimum cutting width shall be six feet (6’).

The milling machine shall be equipped with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results.

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Any commercially manufactured milling machine meeting the above requirements will be approved to start the project. If it becomes evident after milling has started that the milling machine cannot consistently produce the specified results, the milling machine will be rejected for further use.

When milling to lower the grade adjacent to existing curb or other areas where it is impractical to use the above described equipment, the use of a smaller milling machine will be permitted.

The milling machine shall be equipped with means to effectively limit the amount of dust escaping the removal operation.

For complete pavement removal, the use of alternate removal and crushing equipment, in lieu of the equipment specified above, may be approved by the Public Works' designee.

Construction: When milling to improve ride ability, the existing pavement shall be removed to the average depth specified by Public Works in a manner that will restore the pavement surface to a uniform cross section and longitudinal profile. The Project Engineer may require the use of a string line to ensure maintaining the proper alignment.

The longitudinal profile of the milled surface shall be established on the side of the cut nearest the centerline of the road. The cross slope of the milled surface shall be established by a second sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The plans may waive the requirement for automatic grade or cross slope controls where the situation warrants such action.

The Contractor may elect to make multiple cuts to achieve the required pavement configuration or depth of cut.

The milling machine shall be operated to effectively minimize the amount of dust being emitted from the machine. Pre-wetting of the pavement may be required.

If traffic is to be maintained on the milled surface prior to the placement of the new asphaltic concrete, the pattern of striations shall be such as to produce an acceptable riding surface.

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Public Works will control the traveling speed of the milling machine to produce a texture that will provide an acceptable riding surface.

Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a power broom and power vacuum or other approved equipment to remove to the greatest extent practicable, fine material which will dust under traffic. This operation shall be conducted in a manner so as to minimize the potential for creation of a traffic hazard and to minimize air pollution.

Sweeping of the milled surface with a power broom and power vacuum will be required prior to placing asphaltic concrete.

In urban and other sensitive areas where dust would cause a serious problem, the Contractor shall use street sweeper (using water) and power vacuum in a closer interval to ensure minimum inconvenience to the area residents.

To prevent, to the greatest extent practicable, the infiltration of milled material into the storm sewer system when the milling operation is within the limits of, and adjacent to a municipal curb and gutter or a closed drainage system, the sweeping and vacuuming operation shall be performed immediately after the milling operations or as directed by Public Works.

This operation shall also include the thorough removal of all milled material from the gutter in such a manner as to protect the curb from damage and to prevent the material being swept into the inlet openings or inlet grates. The equipment and methods utilized to sweep the gutter shall be approved prior to beginning and may be changed or revised to achieve the desired results as directed by the Public Works' designee.

Milled Surface: The milled surface shall have a reasonably uniform texture and shall be within one quarter inch (1/4") of a true profile grade and shall have no deviation in excess of one quarter inch (1/4") from a straightedge applied to the pavement perpendicular to the centerline. The variation of the longitudinal joint between multiple cut areas shall not exceed one quarter inch (1/4"). Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction of the Public Works' designee determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Any unsuitable texture or profile, as determined by the Public Works' designee shall be corrected by the Contractor at no additional compensation.

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Public Works may require re-milling of any area where a surface lamination causes a non-uniform texture to occur.

Method of Measurement: The quantity to be paid for under this Section shall be the area over which milling is acceptably completed.

Basis of Payment: The quantity shall be paid for at the contract unit price for milling existing asphalt pavement.

The price and payment for milling existing asphalt pavement shall be full compensation for all work specified in this Section, including hauling off and stockpiling or otherwise disposing of the milled material.

31. VEHICLE DETECTOR LOOP:

Contractor is responsible for coordinating with Broward County Traffic Engineering the timing of street lights during milling operations. The reinstalling of detector loops must be coordinated and inspected by Broward County and the City of Pompano Beach.

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City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

September 15, 2021

ADDENDUM #1, RFP T-14-21

Asphaltic Concrete Pavement Surfacing, Annual Contract

To Whom It May Concern,

The following changes have been made to T-14-21:

Line Item	Current Quantity	Corrected Quantity
10	12,000	42,180
12	200	30,380
13	100	13,190

Addendum #1 is posted on the City's eBid website: http://pompanobeachfl.ionwave.net. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions has passed.

The deadline for acceptance of proposals in the eBid system is 2:00 **p.m. (local), September 15, 2021.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Tammy R. Thompkins, Purchasing Agent

cc: website

Online Questions & Answers

Event Information

Number:	T-14-21 Addendum 2
Title:	Asphaltic Concrete Pavement Surfacing, Annual Contract
Type:	Invitation To Bid
Issue Date:	8/19/2021
Question Deadline:	9/8/2021 05:00 PM (ET)
Response Deadline:	9/22/2021 02:00 PM (ET)
Notes:	

The City of Pompano Beach (the "City") will receive sealed bids for Invitation to Bid (ITB) **T-14-21, Asphaltic Concrete Pavement Surfacing.** Bids must be submitted electronically through the eBid System on or before the due date and time stated herein. A list of Bidders will be read aloud in a public forum. Bid openings are open to the public. All Bidders and/or their representatives are invited to be present. 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.

Bidder must be registered on the City's eBid System in order to view the ITB 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. 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.

Published Questions

Question	What is the engineer estimate for this job?
Answer	Estimated Total $1,400,000.00
Asked	9/8/2021 08:32 AM (ET)

Question	Our company has a 3A Major Roads License. Could we use it to bid on the above-referenced job?
Answer	Yes its sufficient. Thanks
Asked	9/8/2021 08:10 AM (ET)

Question	Can last years work orders be provided to the bidders to get an idea of locations of improvements as well as the number of detector loop locations requiring replacement?
Answer	Work orders are not prepared for Resurfacing, there is a yearly map that we prepare. Detector loops will have to go thru Broward County, they are installed and maintained with them.
Asked	9/1/2021 11:09 AM (ET)

Question	The current insurance requirements for the project require builders risk insurance to be included by the contractor. Is this a requirement of the project?
Answer	Yes per our Risk Management Department.
Asked	9/1/2021 11:08 AM (ET)

T-14-21 Addendum 2
Weekley Asphalt Paving, Inc.
Supplier Response

Event Information

Number: T-14-21 Addendum 2
Title: Asphaltic Concrete Pavement Surfacing, Annual Contract
Type: Invitation To Bid
Issue Date: 8/19/2021
Deadline: 9/22/2021 02:00 PM (ET)
Notes: The City of Pompano Beach (the "City") will receive sealed bids for Invitation to Bid (ITB) **T-14-21, Asphaltic Concrete Pavement Surfacing.** Bids must be submitted electronically through the eBid System on or before the due date and time stated herein. A list of Bidders will be read aloud in a public forum. Bid openings are open to the public. All Bidders and/or their representatives are invited to be present. 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.

Bidder must be registered on the City's eBid System in order to view the ITB 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. Bidder is solely responsible for downloading all required documents. A list of Bidders will be read aloud in a public forum. To attend the virtual public meeting, go to https://pompanobeachfl.gov/pages/meetings to find the zoom link.

Contact Information

Contact: Tammy Thompkins
Address: Purchasing
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: purchasing@copbfl.com

Weekley Asphalt Paving, Inc. Information

Address: 20701 Stirling Road
Pembroke Pines, FL 33332
Phone: (954) 680-8005
Fax: (954) 680-8671

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).

Daniel D. Weekley
Signature

danweekley@weekleyasp.com
Email

Submitted at 9/22/2021 8:00:21 AM

Requested Attachments

Qualification of Bidders Form — Qualification of Bidders.pdf

Qualification of Bidders Form from the attachments tab must be completed and uploaded to this tab.

Bid Bond Form — WAP Bid Bond.pdf

Bid Bond Form from the attachments tab must be completed and uploaded to this tab.

Local Business Program Forms — Local Business Program Forms.pdf

Local Business Program Forms from the attachments tab must be completed and uploaded to this tab.

Tier 1/ Tier 2 Local Business Form — Tier1_Tier2.pdf

To comply with the City's Local Business Program, confirming or denying your status as a Tier-1 or Tier-2 vendor, you must complete this form and upload it to the Response Attachments tab.

Response Attachments

Licenses.pdf

Licenses

Refernces.pdf

References

Pompano Beach COI.pdf

Insurance certificate

Bid Attributes

1	**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

2 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollor Amount)

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

☑ Certified (Certified)

3 Drug-Free Workplace

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Florida Statutes, Section 287.087. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Select Yes below from the drop down menu to certify that your firm complies with the above requirements.

Yes

4 Terms & Conditions

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

☑ Agree (Agree)

5 Local Business Participation Percentage

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

20%

Bid Lines

		Qty	UOM	Price	Total
1	Furnish all materials and equipment to lay Florida Department of Transportation Type SP 9.5C asphaltic concrete surface (at one inch, 1" depth) using not more than 25% by weight of total aggregates of reclaimed asphalt on existing paved and newly-constructed streets as specified herein, including cut-backs where necessary. Work order for 1" Type III asphaltic concrete Surface, under 1500 square yards.	1500	Square Yards	$8.00	$1,500.00
2	Furnish all materials and equipment to lay Florida Department of Transportation Type SP 9.5C asphaltic concrete surface (at one inch, 1" depth) using not core than 25% by weight of total aggregates of reclaimed asphalt on existing paved and newly-constructed streets as specified herein, including cut-backs where necessary. Work order for 1" Type III asphaltic concrete Surface, 1500 square yards and over.	210,000	Square Yards	$6.40	$1,344,000.00
3	Furnish all materials and equipment to lay Florida Department of Transportation Type S-1 asphaltic concrete surface (at one inch, 1" depth) using not more than 25% by weight of total aggregates of reclaimed asphalt on existing paved and newly-constructed streets as specified herein, including cut-backs where necessary.	200	Square Yards	$10.00	$2,000.00
4	Furnish all materials and equipment to lay Type SP 9.5C asphaltic concrete leveling course (as determined by the engineering inspector) using not more than 25% by weight of total aggregates of reclaimed asphalt.	750	Tons	$124.00	$93,000.00
5	Furnish all materials, labor and equipment to repair potholes at various locations, including saw cuts, excavation, removal and disposal of existing asphalt, 12" of base materials (beneath asphalt), and construct 12-inch compacted lime rock, 1-inch of Type III or S-1 asphaltic concrete as specified. Work order for pothole repair, under 150 square feet.	600	Square Feet	$10.00	$6,000.00
6	Furnish all materials, labor and equipment to repair potholes at various locations, including saw cuts, excavation, removal and disposal of existing asphalt, 12" of base materials (beneath asphalt), and construct 12-inch compacted lime rock, 1-inch of Type III or S-1 asphaltic concrete as specified. Work order for pothole repair, 150 square feet and over.	1000	Square Feet	$12.00	$12,000.00
7	Furnish and apply tack coat.	8000	Gallons	$6.00	$48,000.00
8	Furnish and apply prime coat, including sanding.	100	Gallons	$7.00	$700.00
9	Furnish all materials, labor and equipment to mill and dispose of materials of existing asphalt pavement to a depth of one inch (1"). Work orders up to 1,000 square yards.	1000	Square Yards	$5.00	$5,000.00
10	Furnish all materials, labor and equipment to mill and dispose of materials of existing asphalt pavement to a depth of one inch (1"). Work orders greater than 1,000 square yards.	42180	Square Yards	$2.50	$105,450.00
11	Furnish all materials, labor and equipment to mill and dispose of materials of existing asphalt pavement to a depth of two inches (2"). Work orders up to 100 square yards.	100	Square Yards	$6.50	$650.00
12	Furnish all materials, labor and equipment to mill and dispose of materials of existing asphalt pavement to a depth of two inches (2"). Work orders greater than 100 square yards.	30380	Square Yards	$5.00	$151,900.00
13	Furnish all materials, labor and equipment to install vehicle detector loop wire and lead-in cable as per Broward County's specifications, in locations where loops were removed or damaged due to milling operation, including saw cutting and sealing.	13190	Linear Feet	$11.50	$151,685.00
14	Furnish all materials, labor and equipment to adjust the elevation of existing sanitary sewer, storm sewer, and/or air valve manhole covers to match the new resurfaced pavement elevation.	100	Each	$150.00	$15,000.00

15	Furnish all materials, labor and equipment to adjust the elevation of valve box covers to match the new resurfaced pavement elevation.	100	Each	$50.00	$5,000.00
16	Furnish all materials, labor and equipment to adjust the elevation of existing storm inlets and storm inlet covers to match the new resurfaced pavement elevation.	10	Each	$500.00	$5,000.00
17	Indemnification	1	Lump Sum	$10.00	$10.00
					$1,946,895.00

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Bidder Company Name Weekley Asphalt Paving, Inc.

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?
66 years

10.2 State of Florida Contractor's license # CGC1518050

Broward County Certificate of Competency #: 78-581
Expiration Date: 08/31/2023

10.3 What is the last project of this nature that you have completed?
City of Pembroke Pines, Resurfacing Plan 2019 - Part 1

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 See Attachment #1

Owner's Name

Owner's Address

Phone Number

Nature of Work

Original Contract Completion Time (Days)

Original Contract Completion Date

Actual Final Contract Completion Date

Original Contract Price

Actual Final Contract Price

(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 See Attachment #2

Owner's Name _____

Owner's Address _____

_____

Phone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

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.

NAME	ADDRESS	TELEPHONE	CONTACT PERSON
City of Pembroke Pines, 601 City Center Way, Pembroke Pines, FL 33025; 954-518-9040 or 954-829-4507; Karl Kennedy			
Florida Department of Transportation - District 6, 1000 NW 111th Ave, Miami, FL 33172; 305-401-1560; Dru Badri			
Town of Davie, 6591 Orange Drive, Davie, FL 33314, 954-797-1137 or 954-309-0634; Jonathan Vogt			

10.8 Have you personally inspected the proposed work and have you a complete plan for it 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	NAME AND ADDRESS OF SUBCONTRACTOR
Maintenance of Traffic	Acme Barricades, 3400 Burris Rd, Davie, FL 33314
Signal Loops	Arc Electric, Inc., 3328 SW 46th Ave, Davie, FL 33314
Trucking and supplying materials	Triple Nickel Paving, Inc., 1300 NW 18th Street, Pompano Beach, FL 33069

(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 4680

(b) Percent manhours to be performed by Contractor's permanent staff 4080

(c) Percent manhours to be performed by direct hire employees 0

(d) Percent manhours to be performed by Subcontractors 600

11. Equipment

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

See Attachment #3

11.1 What equipment will you rent for the proposed work?

None

11.2 What equipment will you purchase for the proposed work?

None

Weekley Asphalt Paving, Inc
20701 Stirling Rd
Pembroke Pines FL 33332

PROJECT REFERENCES/INFORMATION

Attachment #1
Work performed over the last year

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
14029	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Igor Caicedo Ph: 305-640-7188 Email: Igor.caicedo@dot.state.fl.us	$ 1,141,014.00	T-6358 - TRAFFIC OPERATIONS DISTRICTWIDE SAFETY PUSHBUTTON PROJECTS	The Improvements under this Contract consist of Traffic Operations Districtwide Safety Pushbutton Projects	2/13/2016	CURRENT
14035	CITY OF BELLE GLADE	CITY OF BELLE GLADE 2050 W. CANAL ST. S BELLE GLADE, FL 33430	Berverly Scott Deputy City Manager 110 MLK Blvd West Belle Glade, FL Ph: 561-436-8838 Fax: 561-992-2221 Email: bscott@belleglade-fl.com	$ 1,012,831.00	ITB NO. 8-13 - RESURFACING CITY OF BELLE GLADE ROADWAYS		4/24/2014	7/30/2014
17098	TOWN OF DAVIE	Town of Davie 6591 Orange Drive Davie, FL 33314 Phone 954.797.1082	Jonathan Vogt, Town Engineer Phone: 954-797-1137 jonathan_vogt@davie-fl.gov	$6,278,108.06	ITB NO. B-17-151; NOVA DRIVE ROADWAY IMPROVEMENTS	The scope of work includes but is not limited to widening the existing multi-lane road configuration throughout the corridor to accommodate a combination of sharrow and designated bike lanes, intermittent landscape medians, right turn lanes, and the construction of a traffic round-a-bout 200' west of SW 71st Terrace together with the expansion to a four lane divided section with landscaped medians from Davie Road to College Avenue. Existing drainage facilities will be modified and new drainage facilities will be added. New sidewalks, curbing, curb ramps, roadway lighting, landscaping with irrigation, new signalization, as well as road construction.	12/19/2017	12/21/2020
18130	CITY OF BOCA RATON	City of Boca Raton Municipal Services Department 201 W Palmetto Park Road Boca Raton, FL 33432	Zachary Bihr, P.E. Assistant City Civil Engineer Phone: 561-416-3430 ZBihr@ci.boca-raton.fl.us	$ 1,500,000.00	2018-056, ANNUAL GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION	The contract is for multiple roadway construction improvement projects which may include, road resurfacing, road construction, asphalt bike paths, concrete sidewalks, ADA improvements, concrete bus pads, intersection turn lanes, enhanced speed humps, roadway narrowing, pavment marking, and drainage improvements associated with road work.	5/15/2019	
18138	MIAMI-DADE CO.	Miami Dade County 111 N.W. 1st Street Miami, FL 33128	Frank Mendoza Phone: 305-375-2111 Cell: 305-281-9724 Email: mendoz@miamidade.gov	$ 1,714,535.08	RPQ NO. 2018-0176 (MCC 7360 PLAN), PUSH BUTTON NORTH ROADWAY RESURFACING CONTRACT	The improvements under this contract consist of North Roadway Resurfacing Pushbutton Projects.	2/19/2019	12/15/2020
18139	MIAMI-DADE CO.	Miami Dade County 111 N.W. 1st Street Miami, FL 33128	Frank Mendoza Phone: 305-375-2111 Cell: 305-281-9724 Email: mendoz@miamidade.gov	$ 1,666,507.51	RPQ NO. 2018-0177 (MCC 7360 PLAN), PUSH BUTTON SOUTH ROADWAY RESURFACING CONTRACT	The improvements under this contract consist of South Roadway Resurfacing Pushbutton Projects.	5/6/2019	12/15/2020
19041	CITY OF DEERFIELD BEACH	The City of Deerfield Beach 401 SW 4th Street Deerfield Beach, FL 33441	John Melton 954-520-0186 Jmelton@deerfield-beach.com	$ 5,030,303.18	2019 CITYWIDE STREET RESURFACING, ITB NO. 2018-19/03	The improvements under this contract consist of resurfacing various streets within the City of Deerfield Beach.	4/10/2019	
19044	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Jesús Fuentes, P.E. American Engineering Group, Inc. (954) 495-6341 jfuentes@americanenggroup.com	$ 4,133,433.17	T-4501, NE 48 / 49 ST, NE 11 AVE, SW 3RD AVE AND SE 2ND AVE	The improvements under this contract consist of milling and resurfacing, curb and gutter, sidewalk, driveways, detectable warnings, pavers, signing and pavement markings, lighting including special light poles and luminaires, utility adjustments, sod, and monitoring existing structures along NE 48/49 Street, NE 11 Avenue, and SE 2nd Avenue.	7/12/2019	3/6/2021

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Exhibit A Contract Documents Agreement

PROJECT REFERENCES/INFORMATION

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
19057	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Juan J. Hitchman Project Administrator Office: 305-640-7418 Cell: 305.968.8453 Email: Juan.Hitchman@dot.state.fl.us	$ 1,000,000.00	E6L75, PUSH BUTTON - TRAFFIC OPERATIONS SIGNAL	The contract consists of traffic operations signal improvements at various locations throughout Miami-Dade County.	6/7/2019	
19072	BROWARD CO.	Highway Construction & Engineering Division 1 N University Drive Plantation, FL 33324	Tom Muzicka P.E. GC Construction Management Supervisor Office: 954-577-4562 Cell: 954-325-1529	$ 2,208,345.93	PNC2118234C1, SHERIDAN STREET AND DYKES ROAD INTERSECTION IMPROVEMENTS	Improvements consist of intersection improvements at Sheridan Street and Dykes Road in the Town of Southwest Ranchces.	10/3/2019	12/18/2020
19075	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Yveins Jean-Pierre, P.E. Broward Construction Manager Office: 954-940-7611 Cell: 954-914-0293 Yveins.Jean-Pierre@dot.state.fl.us	$ 3,289,804.03	T4524, SR 736 (DAVIE BLVD) FROM W OF SR 9 (I-95)	The improvements under this contract consist of safety improvements on SR 736 (Davie Blvd) featuring pavement milling and resurfacing, signalization with mast arms, elevated (bridge intersection) signalization with mast arms and special foundations, temporary strain pole signalization, concrete traffic railing and barrier wall, pedestrian and bicycle railing, roadway lighting, bridge-mounted lighting, guardrail, signing, thermoplastic and painted pavement markings, permanent tape pavement markings, detectable warnings, fence and fence gate, and ITS system components.	10/14/2019	1/11/2021
19078	BROWARD CO.	Broward County 115 South Andrews Ave, Ft. Lauderdale, FL 33301	Fong Mie, Project Manager Highway & Bridge Maintenance Division 1600 Blount Road Pompano Beach, FL 33069 Ph: 954-357-4967 Email: fmie@broward.org	$ 4,124,277.50	PNC2118215B1 - BROWARD CO. PAVEMENT RESURFACE & REPAIR SERVICES	Furnish all labor, materials, equipment, supervision and incidentals required to perform roadway milling, resurfacing, pavement marking, miscellaneous pavement repair activities, and maintenance of traffic per specifications countywide.	6/27/2019	
19101	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Jonathan Guzman, Project Administrator Office: 305-436-9662 Cell: 786-473-7595 Email: JGuzman@metriceng.com	$ 11,069,050.11	T4522, LYONS RD FROM FERN FOREST NATURE CENTER ENTRANCE TO SR 869 (SAWGRASS EXPY)	The improvements under this contract consist of, but are not limited to, widening, milling and resurfacing, concrete (curb and gutter, sidewalk, driveways), guardrail (with special posts and approach/trailing treatments), monitor existing structures (inspection and settlement), selective clearing and grubbing, drainage improvements including French Drain, pavement markings (roadway, patterned pavement, detectable warnings; includes tape, paint, and thermoplastic), signing, lighting, signalization, and irrigation repairs along Lyons Road.	1/6/2020	
19107	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Leo Bermudez FDOT Construction Project Manager Office: 305-640-7108 Cell: 305-968-4079 Leonardo.Bermudez@dot.state.fl.us	$ 5,172,451.85	T6469, SR 925 (NW 3RD CT) AND NW 3RD AVE FROM NW 1ST ST TO NW 8TH ST	The improvements under this contract consist of milling and resurfacing along SR 925 (NW 3rd Court) and NW 3rd Avenue.	5/29/2020	5/3/2021
19111	CONDOTTE AMERICA, INC.	CONDOTTE AMERICA, INC. 10790 NW 127TH STREET MEDLEY, FL 33178	Matthew Sturm, Sr. Project Manager Ph: 305-670-7585 ext 115 Cell: 954-348-3750 msturm@condotteamerica.com	$ 1,613,900.92	NW 21st AVE FROM OAKLAND PARK BLVD TO COMMERCIAL BLVD, T4505	The improvements under this contract consist of milling and resurfacing with maintenance of traffic.	11/25/2019	4/4/2021

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Exhibit A Original Proposal Response

PROJECT REFERENCES/INFORMATION

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
19112	BROWARD CO.	Broward County 115 South Andrews Ave, Ft. Lauderdale, FL 33301	Nirmal Datta, P.E., Design Section Manager Ph: 954-577-4599 Email: ndatta@broward.org	$ 23,589,541.00	ROADWAY, DRAINAGE, TRAFFIC & MISCELLANEOUS CONSTRUCTION PNC2119323B1	Furnish all labor, materials, equipment, supervision and incidentals required to perform roadway reconstruction, widening, milling, resurfacing, pavement marking, drainage work, traffic control and signalization, school flushers, communications network, street lighting, water and sewer, landscaping, signing and pavement marking, guardrail, maintenance of traffic per specifications in a competent and professional manner and in compliance with all applicable building, safety, technical and related codes and laws.	11/22/2019	
20027	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Timothy Butler Ph: 954-958-7646 Email: Timothy.butler@dot.state.fl.us	$ 1,000,000.00	E-4U18, BROWARD COUNTY PUSH BUTTON CONTRACT TRAFFIC OPERATIONS	The improvements consist of milling and resurfacing, concrete (sidewalk and driveways, gravity wall), handrail, pavers, lighting, drainage improvements, intersection improvements, and signing and pavement markings at various locations throughout Broward County.	2/13/2020	
20037	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Ashleigh Harless Ph: 305-640-7194 Cell: 305-986-2754 Ashleigh.Harless@dot.state.fl.us	$ 1,171,214.78	T-6498, SR 860 (MIAMI GARDENS DR) AT BISCAYNE BLVD	The improvements under this contract consist of intersection improvements along SR 860 (Miami Gardens Drive).	7/22/2020	4/6/2021
20065	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Erik Nemati, P.E. Construction Project Manager Ph: 954-958-7671 Cell: 954-299-6441 Erik.Nemati@dot.state.fl.us	$ 17,557,322.99	E4T68, BROWARD MPO REGIONAL COMPLETE STREETS INITIATIVE PROJECT	This Design Build Contract includes six individual mobility and includes 13.79-mile corridor to provide a safe corridor for all modes of transportation. Improvements vary for each project but include roadway, incorporate bicycle lanes, drainage, decorative lighting, decorative sidewalks, signing and pavement markings, signals, landscaping, utility adjustments and structures.	4/5/2021	
20072	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Wodler Blaise Broward Operations Construction Project Administrator Ph: 954-958-7641 Cell: 954-928-5715 Woodler.Blaise@dot.state.fl.us	$ 1,201,295.38	T4549, NW 62ND AVE AND TURTLE CREEK RD FROM BLAND RD TO SAMPLE RD AND FROM SAMPLE RD TO SR 7 (US 441)	The improvements under this contract consist of, but are not limited to, milling and resurfacing, concrete (curb and gutter, sidewalk and driveways), signing (single post), pavement markings (painted and thermoplastic, detectable warnings), manhole adjustments, selective clearing and grubbing (tree removal, tree protection, branch pruning), pull boxes and sod along NW 62nd.	7/16/2020	
20080	CITY OF PEMBROKE PINES	City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	Karl Kennedy, City Engineer Ph: 954-518-9040 Cell: 954-829-4507 kkennedy@ppines.com	$ 1,536,204.12	PIGGYBACK BROWARD COUNTY, BID NO. PNC2119323B1, ROADWAY, DRAINAGE, TRAFFIC MISCELLANEOUS CONSTRUCTION	The improvements under this contract consist of roadway, drainage, traffic services and materials for Westview Neighborhood, Dykes Road (NW 12th Street to NW 15th Street), NW 18th Place (NW 107 Ave to East of NW 104 Ave) and NW 97th Ave (Taft Street to NW 24 Street).	7/30/2020	
20098	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Francisco Lledo, Project Manager PH: 305-640-7506 Cell: 305-619-7144 Francisco.Lledo@dot.state.fl.us	$ 4,604,160.51	T6505, SR 94 (KENDALL DR / SW 88 ST) FROM E OF SW 150TH AVE TO E OF SW 132ND AVE	The improvements under this contract consist of milling and resurfacing along SR 94 (Kendall Dr/SW 88 ST) and intersection improvements between SW 149th Ave and 147th Ave.	2/1/2021	
20106	SILVER LAKES COMMUNITY ASSOC., INC.	Pines Property Management 6941 SW 196 Ave Suite 27 Pembroke Pines, FL 33332	Robert Moses, LCAM, CMCA, AMS VP of Operations/General Manager Phone: 954-438-6570 ext. 220 Fax: 954-438-3951 robert@pinespropertymanagement.com	$ 3,690,808.10	SILVER LAKES RESURFACING PROJECT PHASE 4 COMPLETION AND PHASE 5	Improvements consist of Phase 4 completion neighborhoods are Grande Cay, Marina Pointe, Pelican Cove, Sapphire Pointe and Sunset Pointe. The Phase 5 is eight neighborhoods are Marina Isle, Pelican Sound, Pelican Isle, Marina Sound, Sapphire Shores, Tiffany Cove, The Enclave and The Isles. Phase 5 also includes NW 180th Ave, NW 2nd St, Boating North, Boating Park Sound and Boating Park West.	11/3/2020	

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Exhibit A Continuation Agreement

PROJECT REFERENCES/INFORMATION

Attachment #1

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
21029	BOCA RATON AIRPORT AUTHORITY	Boca Raton Airport Authority 903 NW 35th Street Boca Raton, FL 33431	Scott Kohut, Deputy Director Phone: (561) 391-2202, Ext. 212 Cell: (561) 239-3078 Email: scott@bocaairport.com	$ 3,816,954.80	BID NO. 2020-BRAA-003 AIRPORT ROAD IMPROVEMENTS	The project includes the widening of the existing Airport Road including new roadway base and pavement, new RCP storm drainage, new tenant driveway entrance features, landscaping and irrigation. The project also includes the demolition of the existing overhead Florida Power & Light (FPL) power and poles and ATT communication duct banks. Other work includes new airport tenant electrical services, installation of new fire hydrants, pavement markings, signage, seal coating, airport monument signs, and FPL roadway lighting.	2/15/2021	
21046	CITY OF POMPANO BEACH	City of Pompano Beach 1190 N.E. 3rd Avenue, Building C (front) Pompano Beach, Florida 33060	Gary Eagle, Engineering Inspector III Phone: 954-786-5521 Email: gary.eagle@copbfl.com	$ 1,089,290.50	TAXIWAY DELTA PHASE II RECONSTRUCTION BID NO. T-34-20	This project consists of reconstruction of portions of Taxiway Delta at the Pompano Beach Airpark. Work included the milling and overlay of asphalt pavement, pavement demolition and construction, airfield electrical improvements, pavement markings, drainage improvements and sodding.	6/26/2021	

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Exhibit A Original Contract Agreement

Weekley Asphalt Paving, Inc
20701 Stirling Rd
Pembroke Pines FL 33332

PROJECT REFERENCES/INFORMATION

Attachment #2

Work performed over last 5 years

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
13062	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Hassan Abedi Ph: 954-868-8583 Email: hassan.abedi@dot.state.fl.us	$ 5,939,442.07	E-4N94 - I-95 (SR-9) / I-595 (SR-862) INTERCHANGE LANDSCAPING	The Improvements under this Contract consists of SR-9 (I-95)/SR 862 (I-595)Interchange Landscaping.	10/13/2013	3/16/2017
14029	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Igor Caicedo Ph: 305-640-7188 Email: Igor.caicedo@dot.state.fl.us	$ 1,141,014.00	T-6358 - TRAFFIC OPERATIONS DISTRICTWIDE SAFETY PUSHBUTTON PROJECTS	The Improvements under this Contract consist of Traffic Operations Districtwide Safety Pushbutton Projects	2/13/2016	CURRENT
14060	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Bernnon Artola Ph: 786-367-4674 Email: bartola@metriceng.com	$ 8,067,382.06	T-6328 - SR-934 (NW / NE 79TH ST) FROM NW 14TH AVE TO N BAYSHORE DR	The Improvements under this Contract consist of Milling and Resurfacing along SR 934/NW/NE 79 Street from NW 14 Avenue to North Bayshore Drive..	6/18/2014	2/10/2017
14085	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Project Oversite III Broward Operations Angela Lietz, PE Ph: 954-940-7523 cell: 954-931-6179 email: angela.lietz@dot.state.fl.us	$ 3,396,284.27	T-4367 - ANDREWS AVE FROM JOHN KNOX VILLAGE BLVD (SW 3RD ST) TO ATLANTIC BLVD	This project involves the reconstruction/realignment of Andrews Avenue from John Knox Village Blvd. (SW 3rd Street) to Atlantic Blvd. in Broward County, from a 2 lane undivided roadway to a 4 lane divided urban section with bike lanes and sidewalks.	12/9/2014	2/21/2017
15050	TOWN OF DAVIE	Town of Davie 6591 Orange Drive Davie, Florida 33314	Jonathan Vogt, Town Engineer Phone: 954-797-1137 jonathan_vogt@davie-fl.gov	$ 3,665,749.61	B-15-17 - DAVIE ROAD PHASE I, ROADWAY IMPROVEMENTS	Provide all labor, materials, necessary equipment, incidentals and services to complete the Landscape Work, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS". Work shall be in strict accordance with sound horticultural practices and shall include maintenance and watering of the work until final approval. The landscaping shall be performed by a contractor or subcontractor who is fully experienced in projects of this type and whose main business is landscaping. The contractor or subcontractor shall be subject to the approval of the Landscape Architect.	7/29/2015	3/7/2017
15054	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Joan Fabian Ph: 305-640-7400 Email: joan.fabian@dot.state.fl.us	$ 5,144,044.54	T-6374 - SR-934 (NE 79TH ST) (J F KENNEDY CAUSEWAY) FROM E OF N BAYSHORE TO BAY DRIVE W & OVER BISCAYNE BAY, BR NOS. 870550 & 870084	The Improvements under this Contract consist of Milling and Resurfacing along SR-934/NE 79th Street/J. F. Kennedy Causeway from east of North Bay shore to Bay Drive West, and also Bridge Rehabilitation (Bridges 870550 and 870084) over Biscayne Bay.	10/7/2015	12/15/2016

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Exhibit A Original Contract Agreement

PROJECT REFERENCES/INFORMATION

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
15063	CITY OF PEMBROKE PINES	City of Pembroke Pines, City Clerk's Office, 5th Floor, 10100 Pines Boulevard, Pembroke Pines, FL 33026.	Marlin Scattolini, P.E. Project Engineer R.J. Behar & Company 6861 S.W. 196 Avenue, Suite 302 Pembroke Pines, FL 33332 Tel. (954) 680-7771 Fax. (954) 680-7781	$ 1,127,514.62	PSEN-15-01 - DESIGN BUILD SERVICES FOR TAFT ST. ROADWAY RECONSTRUCTION - UNIVERSITY DR TO DOUGLAS RD	The services required are the design, permitting reconstruction of the asphalt, rock base and stabilized subgrade of the northernmost westbound lane and milling and resurfacing of the entire width of Taft Street between University Drive and Douglas Road – including replacement of the thermoplastic pavement markings, RPMs and other traffic control devices disturbed, removed, or damaged during this project. The existing guardrail and support posts shall be removed and replaced to comply with Index 400 of the Florida Department of Transportation Roadway and Traffic Design Standards, latest addition. Project also includes addition of four landscaped medians,one at either end of the project limits and two on either side of 85th Way as shown on the drawings. Median islands shall include irrigation with water from canal or wells. Irrigation system shall be designed, permitted and installed by DBF. Project also includes design, permitting and construction of 6 foot wide paver crosswalks on all four street crossings at 85th Way. Crosswalks shall connect to existing sidewalks. The contractor shall complete the design of this project, pay for and obtain permits from all agencies, including the City of Pembroke Pines, furnish all plans, shop drawings,materials and labor, provide all required testing, provide all surveying, as-builts and other documents necessary to fulfill the acceptance and completion requirements of all agencies.	7/22/2015	2/13/2017
15084	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Jacki Hart, PE Senior Project Engineer 3100 Overseas Hwy, Marathon, FL 33050 954-775-6949 jacki.hart@rsandh.com	$ 2,079,118.00	E-6J86 - SR-5/OVERSEAS HIGHWAY FROM JEROME AVE/MM 81.47 TO SMUGGLER'S COVE ENTRANCE/MM 85.59	The Improvements under this Contract consist of Landscape improvements on SR 5/Overseas Highway from Jerome Avenue/MM 81.47 to Smuggler's Cove Entrance/MM85.59	2/22/2016	3/15/2017
15097	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Melissa DeZayas Ph: 305-640-7174 Email: melissa.dezayas@dot.state.fl.us	$ 3,520,907.11	T-6380 - SR-5 (BISCAYNE BLVD) FROM N OF NE 196TH ST TO N OF NE 213TH ST	The Improvements under this Contract consist of Milling & Resurfacing along SR 5/Biscayne Blvd from North of NE 196 Street (MP 24.278) to N of NE 213 Street (MP 25.464) with minor widening, signing and pavement markings and intersection safety improvements at all the intersections along the project limits, excluding the NE 203 Street / Ives Dairy Overpass, within the City of Aventura in Miami-Dade County. Also included in this Contract are Landscape and Irrigation improvements.	1/29/2016	3/2/2017
15105	SILVER LAKES COMMUNITY ASSOC., INC.	Botek Thurlow Engineering, Inc.'s 3409 NW 9th Avenue, Suite 1102, Fort Lauderdale, FL 33309	Stephen F. Botek, P.E., LEED Green Associate Botek Thurlow Engineering, Inc. 3409 NW 9th Avenue, Suite 1102 Ft. Lauderdale, FL 33309 (954)568-0888 p (954)261-4094 c	$ 1,122,414.00	13-0609.02 - SILVER LAKES ASPHALT RESURFACING - SAPPHIRE SOUND, COCONUT SHORES, CRYSTAL SOUND, SAPPHIRE BAY, COCONUT REEF, EMERALD SPRINGS, SUNSET ISLES & MALIBU POINTE	Silver Lakes Home Owner's Association (HOA) is seeking qualified contractors to provide a cost proposal for Asphalt Pavement Milling and Resurfacing for the following communities: Sapphire Sound Coconut Shores Crystal Sound Sapphire Bay Coconut Reef Emerald Springs Malibu Pointe Sunset Isles	7/29/2015	3/7/2017
15129	CITY OF POMPANO BEACH	City of Pompano Beach1190 N.E. 3rd Avenue, Building C (front) Pompano Beach, Florida 33060	Mohamed Mabrouk Ph: 954-921-7781 Email: mmabrouk@cgasolutions.com	$ 3,532,605.43	ART-05 - MLK BOULEVARD STREETSCAPE PROJECT (LOCAL AGENCY PROGRAM) LAP	The project consists of furnishing all labor, equipment, tools, and materials for the construction of a new sidewalk, landscape, lighting, milling and resurfacing, pavement markings, etc. along MLK Boulevard from Powerline Road to Blount Road. This a LAP project in conjunction with FDOT.	1/11/2016	12/15/2017
15137	MIAMI-DADE CO.	Miami Dade County 111 N.W. 1st Street Miami, FL 33128	Frank Mendoza 111 N.W. 1st Street Miami, FL 33128 Ph: 305-281-9724 Email: frank.mendoza@miamidade.gov	$ 1,917,307.29	PCPW1600123 - ROADWAY RESURFACING CONTRACT	Milling & Resurfacing, widening and resurfacing of intersecting streets, up to the existing joint at the side street or up to the Point of Curvture as determined by Engineer	5/24/2016	3/17/2017

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Exhibit A Continuing Services Agreement

PROJECT REFERENCES/INFORMATION

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
15142	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Eduardo A. Hernandez, P.E. Project Administrator 3000 NE 30th Place, Suite 309 Fort Lauderdale, FL 33306 Cell: (954) 770-7781	$ 4,429,693.38	T-4407 - SR-A1A, FROM JUST EAST OF THE MERCEDES RIVER BRIDGE TO SUNRISE BLVD	The Improvements under this Contract consist of 3R (resurface, restore and rehabilitate)improvements along SR A1A (Broward County / Sections 86180 and 86050). Improvements include the milling and resurfacing of SR A1A, from the just east of the Mercedes River Bridge to Sunrise Boulevard, including the section of Sunrise Boulevard from the Bridge over the Intracoastal Waterway to the SR-A1A intersection. Additional improvements consist of replacement/retrofit of curb cut ramps,widening along A1A (south of Mayan Drive Intersection)and Sunrise Boulevard, minor signalization upgrades, upgrades to pedestrian and vehicular signage and installation of new pavement markings. In addition, removal of abandoned driveway cuts and utility coordination with the affected municipalities and utility/agency owners will be addressed under this RRR project. Also, in-pavement roadway lighting at select crosswalks will be installed in order to enhance driver awareness and pedestrian safety at those locations.	4/27/2016	3/15/2017
16029	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Timothy Butler Ph: 954-958-7646 Email: Timothy.butler@dot.state.fl.us	$ 1,000,000.00	E-4R50 - PUSHBUTTON - ROADWAY CONSTRUCTION, INTERSECTION IMPROVEMENTS, ROADWAY SIGNING & PAVEMENT MARKINGS	The Improvements under this Contract consist of roadway construction, intersection improvements, roadway signing and pavement marking throughout Broward County.	9/2/2016	5/16/2019
16038	FDOT	Palm beach operations center 7900 forest hill boulevard West palm beach, florida 33414	Mark Riordan Ph: 561-370-1262 Email: Mark.riordan@dot.state.fl.us	$ 1,000,000.00	E-4R54 - PUSHBUTTON - ROADWAY CONSTRUCTION, INTERSECTION IMPROVEMENTS, ROADWAY SIGNING & PAVEMENT MARKINGS	The Improvements under this Contract consist of roadway construction, intersection improvements, roadway signing and pavement marking throughout Palm Beach County.	1/18/2017	3/20/2017
16042	CITY OF FORT LAUDERDALE	City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL	Barbara Howell Ph: 954-828-4505 Email: bhowell@fortlauderdale.gov	$ 5,373,503.00	12134 - ANNUAL CONCRETE AND PAVER STONES	This project is City-wide in the City of Fort Lauderdale. It is an annual contract without fixed volume of work. Work will be dependent upon the desire of the City to perform work on a task order basis. Work in the first year will include, but is not limited to, installation of 6-inches thick concrete sidewalk, various curbs, brick pavers, limerock base of various depths, type S-3 asphaltic concrete, thermoplastic pavement marking, ADA concrete ramps, removal of asphalt, tree roots and other items quantified in the proposal pages of this contract	12/1/2016	2/6/2019
16045	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Andres Diaz, M.S., E.I. Project Oversite 1 FDOT - District VI 1000 NW 111th Ave. Miami, Fl 33172 Phone: (305) 640-7426 Cell: (305) 525-4951 Andres.Diaz@dot.state.fl.us	$ 1,089,885.00	T-6372 - SR-90 / SW 8TH ST. FROM SW 39TH AVE TO W OF SW 33RD AVE & AT THE INTERSECTION OF SR-90 / SW 8TH ST AND SR-953 / LEJEUNE RD	The Improvements under this Contract consist of intersection improvements along State Road No. 90 / S.W. 8th Street from S.W. 39th Avenue to West of S.W. 33rd Avenue and at the intersection of State Road No. 90 / S.W. 8th Street and State Road 953 / LeJeune Road.	5/23/2016	3/24/2017
16046	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Andres Diaz, M.S., E.I. Project Oversite 1 FDOT - District VI 1000 NW 111th Ave. Miami, Fl 33172 Phone: (305) 640-7426 Cell: (305) 525-4951 Andres.Diaz@dot.state.fl.us	$ 1,122,163.66	T-6385 - SR-94 / SW 88TH ST / KENDALL DR FROM W OF SW 127TH AVE TO W OF SW 122ND AVE	The Improvements under this Contract consist of intersection improvements along State Road 94 / SW 88 Street / Kendall Drive from West of SW 127 Avenue to West of SW 122 Avenue.	8/30/2016	3/13/2017

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Exhibit A Continuing Services Agreement

PROJECT REFERENCES/INFORMATION

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
16047	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Andres Diaz, M.S., E.I. Project Oversite 1 FDOT - District VI 1000 NW 111th Ave. Miami, Fl 33172 Phone: (305) 640-7426 Cell: (305) 525-4951 Andres.Diaz@dot.state.fl.us	$ 648,208.71	Project Name: SR-933/SW 12th Ave. from SW 8th St. to SW 6th St. Financial No.: 433493-1-52-01 Contract No.: T6386 FAP No.: 6155014U	The improvements under this contract consist of intersection improvements along SR-933/SW 12th Ave. from SW 8th St. to SW 6th St in Miami-Dade County	7/20/2016	2/10/2017
16050	CITY OF FLORIDA CITY	Commission Chambers at City Hall 404 West Palm Drive, Florida City, Florida, 33034	Pedro D. Gonzalez, P.E. Baljet Environmental, Inc. 10661 N Kendall Dr., Suite 218 Miami, Florida 33176 Telephone 305-598-0199	$ 1,127,640.68	14-019.08 - FLORIDA CITY COMMUNITY REDEVELOPMENT AGENCY (CRA) SW 1ST STREET AREA ROADWAY IMPROVEMENTS PHASE 1	The scope of work is identified on the plans. The following streets will be reconstructed and/or resurfaced: Area 1: • SW 1st St from SW 2nd to SW61h Ave • SW 3rd Ave from SW P1to West Palm Dr. • SW 4th Ave from SW 151 to West Palm Dr. • SW 5th Ave from SW 15tto West Palm Dr. • SW 6th Ave from SW 15tto West Palm Dr. Area 2: • NW 4th Ave from NW 15tto West Palm Dr. • NW 5th Ave from NW 15tto West Palm Dr. • NW 6th Ave from NW 15tto West Palm Dr.	6/20/2016	3/29/2017
16055	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Erik Nemati, E.I. Office: 954-958-7671 Cell: 954-299-6441 Erik.Nemati@dot.state.fl.us	$ 1,817,367.89	T-4429 - NW 9TH AVE (POWERLINE RD) FROM BROWARD BLVD TO S OF SISTRUNK BLVD	The Improvements under this Contract consist of roadway reconstruction, widening, milling and resurfacing, as well as sidewalk widening, new sidewalks and pedestrian access crosswalks, drainage system modifications and improvements including French Drains, utility adjustments, traffic calming measures, signing and pavement markings, signalization, solar pedestrian lights, pedestrian detectors, and landscaping along NW 9th Avenue (Powerline Road) from State Road 842 (Broward Boulevard) northerly 0.486 miles to South of NW 6th Street (Sistrunk Boulevard) in the City of Fort Lauderdale, Broward County".	8/18/2016	2/27/2017
16057	RUSSELL ENGINEERING, INC.	RUSSELL ENGINEERING, INC. 2530 S.W. 36TH STREET FT. LAUDERDALE, FL 33312	Brian Gibbs, V.P. Ph: 954-691-7762 Email: brian.g@russellengineering.com	$ 1,445,137.60	T-6337 - SR-968 (W FLAGLER ST) AND SR-9 (NW/SW 27TH AVE) FROM WEST OF SR-9 (27TH AVE) TO WEST OF 14TH AVE	The Improvements under this Contract consist of reconstruction along SR-968 (W. Flagler St.) from West of SR-9 (W. 27th Ave) to West of W. 14th Ave. and also intersection improvement along SR-9 (NW/SW 27 Ave) from SW 10th Street to NW 1st ST and NW 7th Ave	5/10/2016	3/30/2017
16059	ARC ELECTRIC, INC.	ARC ELECTRIC, INC. 3330 SW 46TH AVENUE DAVIE, FL 33314	Omar McFarlane Arc Electric, Inc. (954) 583-9800 Fax: (954) 583-9807 omcfarlane@arcelectricfl.com	$ 1,093,694.94	T-4426 - SR-882 (FOREST HILL BLVD) FROM E OF OLIVE TREE BLVD TO RIVER BRIDGE CENTER	The Improvements under this Contract for S.R. 882 / Forest Hill Boulevard from east of Olive Tree Boulevard to east of Jog Road consist of milling and resurfacing, ADA upgrades, drainage improvements, widening for bike lanes, pedestrian signals, and signing and pavement markings. This facility is an east-west urban principal arterial with an overall length of 0.440 miles and is located in Palm Beach County, within the city limits of Greenacres	6/13/2016	12/2/2016
16085	BROWARD CO.	Broward County 115 South Andrews Ave, Ft. Lauderdale, FL 33301	Luis Velez, P.E. Highway & Bridge Maintenance Division 1600 Blount Road Pompano Beach, FL 33069 Ph: 954-357-D46 Email: lvelez@broward.org	$ 4,372,170.00	J1387002B1 - BROWARD CO. PAVEMENT RESURFACE & REPAIR SERVICES	Furnish all labor, materials, equipment, supervision and incidentals required to perform roadway milling, resurfacing, pavement marking, miscellaneous pavement repair activities, and maintenance of traffic per specifications in a competent and professional manner and in compliance with all applicable building, safety, technical and related codes and laws.	10/3/2016	1/8/2018
16068	FDOT	Palm beach operations center 7900 forest hill boulevard West palm beach, florida 33414	Sri Mavanor Ph: 305-796-0708 Email: sri@cegroupfl.com	$ 1,627,382.52	E-8P93 - SR-821 (PGA BLVD), TURNPIKE INTERCHANGE IMPROVEMENTS (MP 109)	The Improvements under this Contract consist of widening, milling and resurfacing, curb and gutter, sidewalk, drainage improvements, signal improvements, signing and pavement marking, and intelligent transportation system components at the Florida's Turnpike Mainline Interchange with SR 786 (PGA Boulevard) at MP 109 in Palm Beach County.	11/8/2016	3/15/2017

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PROJECT REFERENCES/INFORMATION

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
16071	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Murtuza Aluminiumwala, P.E. Project Oversite Florida Department of Transportation 5548 N.W. 9th Avenue Fort Lauderdale, Florida 33309 Email: Murtuza.Aluminiumwala@dot.state.fl.us Mobile: 954-892-2362	$ 1,321,404.07	T-4428 - SW 30TH AVE FROM GRIFFIN RD TO SW 45TH ST	The Improvements under this Contract consist of Work under this Contract consists of widening, milling & resurfacing, driveways, curb and gutter, sidewalks,, drainage improvements,signing and pavement marking, signalization, lighting, and landscaping on SW 30th Avenue from State Road 818 (Griffin Road) northerly 0.243 miles to SW 42nd Street in Broward County.	11/30/2016	3/17/2017
16087	FDOT	Palm beach operations center 7900 forest hill boulevard West palm beach, florida 33414	Saira Rothschild FDOT District 4 Ph:561-531-0853 Saira.Rothschild@dot.state.fl.us	$ 1,336,352.57	T-4440 - SR-882 (FOREST HILL BLVD) FROM W OF RICH DR. EASTERLY 0.298 MILES	The Improvements under this Contract consist of milling and resurfacing, widening, drainage, signing and pavement markings, detectable warnings, and signalization improvements along State Road 882 / Forest Hill Blvd from west of Rich Drive easterly 0.298 miles in the City of Palm Springs, Palm Beach County.	12/18/2016	9/1/2017
16088	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	William Grey P.E. Project Oversite I Florida Department of Transportation Mobile: (954) 540-0062 Email: William.Grey@dot.state.fl.us	$ 2,866,096.05	E-4R66 - SR-A1A/SOUTH OCEAN DR FROM COUNTY LINE RD/MASSINI AVE NORTHERLY 0.774 MILES TO SR-858/HALLANDALE BEACH BLVD	The Improvements under this Contract consist of constructing decorative concrete sidewalks and installing a street and pedestrian lighting system along State Road No. A1A /South Ocean Drive from County Line Road / Massini Avenue northerly 0.774 miles to State Road No. 858 / Hallandale Beach Boulevard in the City of Hallandale Beach, Broward County.	8/30/2016	3/22/2017
16091	RUSSELL ENGINEERING, INC.	RUSSELL ENGINEERING, INC. 2530 S.W. 36TH STREET FT. LAUDERDALE, FL 33312	Brian Gibbs, V.P. Ph: 954-691-7762 Email: brian.g@russellengineering.com	$ 1,019,116.00	T-6338 - SR-968 (W FLAGLER ST) FROM WEST 14TH AVE TO WEST 2ND AVE	The Improvements under this Contract consist of flexible pavement reconstruction along SR-968/W. Flagler St.	8/17/2016	3/30/2017
16094	TRIPLE R PAVING, INC.	TRIPLE R PAVING, INC. 3328 S.W. 46TH AVENUE FORT LAUDERDALE, FL 33314	Sandy Leiper, P.M. Ph: 561-441-7407 Email: sleiper@rrrpaving.com	$ 1,082,222.92	R1392616C1 - PINE ISLAND ROAD FROM NOVA DRIVE / SW 24TH STREET TO SR-84, MILL & PAVE	Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for the construction of: Pine Island Road Construction from South of Nova Drive/SW24 Street to SR 84/I-595 located within Broward County limits in the Town of Davie	10/10/2016	1/3/2017
16099	SILVER LAKES COMMUNITY ASSOC., INC.	Botek Thurlow Engineering, Inc.'s 3409 NW 9th Avenue, Suite 1102, Fort Lauderdale, FL 33309	Stephen F. Botek, P.E., LEED Green Associate Botek Thurlow Engineering, Inc. 3409 NW 9th Avenue, Suite 1102 Ft. Lauderdale, FL 33309 (954)568-0888 p (954)261-4094 c	$ 1,018,815.75	13-0609.03 - SILVER LAKES ASPHALT RESURFACING PHASE III - COCONUT BAY, PELICAN BAY, SAPPHIRE PARK, MISTY HARBOR, BRITTANY BAY, BRITTANY, COCONUT KEY, TREASURE SOUND	ASPHALT RESURFACING PHASE III - COCONUT BAY, PELICAN BAY, SAPPHIRE PARK, MISTY HARBOR, BRITTANY BAY, BRITTANY, COCONUT KEY, TREASURE SOUND	3/3/2017	3/31/2017
16103	TRIPLE R PAVING, INC.	TRIPLE R PAVING, INC. 3328 S.W. 46TH AVENUE FORT LAUDERDALE, FL 33314	Sandy Leiper, P.M. Ph: 561-441-7407 Email: sleiper@rrrpaving.com	$ 1,280,750.00	R1392101C1 - WILES ROAD FROM ROCK ISLAND ROAD TO SR-7 (US-441)	Broward County Board of County Commissioners approved an agreement on June 3, 2014 for 50% funding from the Florida Department of Transportation (FDOT), County Incentive Grant Program (CIGP). The work set forth includes but is not limited to the furnishing of all labor, materials, equipment, tools, incidentals and services required for the widening of Wiles Road from west of Rock Island Road to State Road 7 (US 441) and identified as Project No. 5383 in the City of Coral Springs, State of Florida. The Project includes Roadway Reconstruction, Drainage Modification, Signing and Pavement Markings, Signalization Upgrades, Maintenance of Traffic, Lighting, Landscape and Irrigation.	11/2/2016	12/19/2016

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PROJECT REFERENCES/INFORMATION

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
16104	CITY OF SOUTH BAY	CITY OF SOUTH BAY 335 SW 2nd Ave South Bay, FL 33493	Dave Mendez CAP Engineering Ph: 305-448-1711 Email: dmendez@capfla.com	$ 2,323,381.85	15-025 - RECONSTRUCTION OF MARTIN LUTHER KING BLVD	12" WATERMAIN EXTENSION MARTIN LUTHER KING, JR. BLVD./PALM BEACH ROAD	10/18/2016	3/1/2017
16118	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Brandon Baggett, P.E. President / Senior Project Engineer 1414 NW 107 Avenue, Suite # 314 Sweetwater, Florida 33172 T. (786)600-2867 F. (786)600-3057 C. (954)931-6791	$ 4,580,758.00	T-4439 - SR-848 (STIRLING RD) AND SR-7 (US-441) FROM E OF SR-817 (UNIVERSITY DR) TO E OF SR-7 (US-441) AND FROM S OF SR-848 TO N OF SR-848	The Improvements under this Contract consist of: milling and resurfacing, roadway and median widening, bike lanes, detectable warnings, countdown timers for pedestrian crosswalks, vehicle detection systems, traffic monitoring sites, guardrail relocation and new anchorage assemblies, drainage improvements, overhead motorist guide signs, lighting, replacing span-wire signalization with mast arms, signing and pavement markings and ATMS improvements along State Road 848 (Stirling Road) from State Road 817 (University Drive) easterly 2.768 miles to east of SR 7 / US 441; and SR 7 / US 441 from 0.152 miles south of SR-848 (Stirling Road) to 0.189 miles north of SR 848 (Stirling Road) in Broward County.	2/20/2017	3/23/2018
16119	CITY OF PEMBROKE PINES	City of Pembroke Pines, City Clerk's Office, 5th Floor, 10100 Pines Boulevard, Pembroke Pines, FL 33026.	Karl Kennedy Acting City Engineer 8300 S. Palm Dr Pembroke Pines, FL 33025 Ph: 954-518-9040	$ 1,365,605.45	20170123 - 2015-16 ROAD RESURFACING PLAN PHASE 1	To provide services for milling and resurfacing of various roads and replacement of thermoplastic pavement markings and signage.	2/21/2017	5/31/2017
16121	BROWARD CO.	Broward County 115 South Andrews Ave Ft. Lauderdale, FL 33301	Carolina Vargas, P.E. Licensed Engineer Public Works Department Highway Construction & Engineering Division Email: CVARGAS@broward.org	$ 2,110,710.44	C2111208C1 - SCHOOL ZONE PEDESTRIAN SAFETY & PRESERVATION PROGRAM CONSTRUCTION PROJECT	The scope of work includes the furnishing of all labor, materials, equipment, tools, incidentals and services required for the School Zone Pedestrian Safety and Preservation Program within public right-of-ways for the Broward County Highway Construction and Engineering Division (HCED).	12/20/2016	10/22/2018
16125	TOWN OF DAVIE	Town of Davie 6591 Orange Drive Davie, Florida 33314	Jonathan Vogt, Town Engineer Phone: 954-797-1137 jonathan_vogt@davie-fl.gov	$ 2,433,873.04	B-16-157 - DAVIE ROAD PHASE II, ROADWAY IMPROVEMENTS	The scope of the project includes but is not limited to construction of a new landscaped median, sidewalks, signalization, and new lighting as well as milling, resurfacing, and new pavement markings and signage to create a 4 lane divided roadway with bike lanes.	4/3/2017	10/30/2018
16136	BROWARD CO.	Broward County 115 South Andrews Ave Ft. Lauderdale, FL 33301	Carolina Vargas, P.E. Licensed Engineer Public Works Department Highway Construction & Engineering Division Email: CVARGAS@broward.org	$ 1,063,342.69	5424 & 5425 - INTERSECTION IMPROVEMENTS AT TWO LOCATIONS, PINE ISLAND RD & SUNSET STRIP AND SHERIDAN ST & PALM AVE	The scope of work includes the furnishing of all labor, materials, equipment, tools, incidentals and services required for Intersection Improvements at Two Locations for the Broward County Highway Construction and Engineering Division (HCED). The two locations are: Pine Island Road and Sunset Street in the City of Sunrise and at Sheridan Street and Palm Avenue in Cooper City and the City of Pembroke Pines, both in Florida.	4/24/2017	8/21/2017
16142	PALM BEACH CO.	Board of County Commissioners, Beach County Engineering & Public Works Department 2300 North Jog Road West Palm Beach, Florida, 33411	John Kopelakis Chief Construction Coordinator Direct (561) 684-4173 Fax (561) 684-4165 Email: JKopelak@pbcgov.org	$ 1,225,347.90	2014519 - SW 18TH STREET & MILITARY TRAIL	The roadway plans for Palm Beach County Project No. 2014519, consist of all work necessary to construct/widen SW 18th Street & Military Trail, Palm Beach County, Florida. The work includes mobilization, clearing and grubbing, ditch work, maintenance of traffic, maintenance of pedestrian traffic, asphalt pavement, earthwork, drainage, signalization, NPDES compliance, and other work, as directed by the Engineer.	5/22/2017	1/16/2018
17034	BERGERON LAND DEVELOPMENT, INC.	Bergeron Land Development, Inc. 19612 S.W. 69th Place Ft. Lauderdale, FL 33332	Ted Hojara Project Manager Phone: 954-680-6100 Email: thojara@bergeroninc.com	$ 1,742,498.80	R1407403C1 - SOUTHPORT PHASE 1X-B IMPROVEMENTS	Furnish and place four inch asphalt concrete pavement (2 lifts), Type SP, and 4 inch asphalt base. As contingency, furnish and place 12" compacted limerock base and 20" reinforced limerock base with 2 geogrid layers.	9/15/2017	2/8/2018

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PROJECT REFERENCES/INFORMATION

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
17038	FDOT	Florida Department of Transportation District 1 – Office of General Counsel 801 N. Broadway Bartow, Fl 33830	District 1 863-519-2623 D1prcustodian@dot.state.fl.us	$ 3,057,225.66	T-1666 - AVE J, AVE K, AND SR-25 (US-27) FROM 5TH ST TO 1ST ST AND FROM OLD US-27 TO 5TH ST	The Improvements under this Contract consist of milling and resurfacing, base work, shoulder treatment, drainage improvements, curb and gutter, guardrail, sidewalks and signing and pavement marking on Avenue J and K from 5th Street to 1st Street and on State Road 25 from Old U.S. 27 easterly 1.291 miles to 5th Street in the City of Moore Haven, Glades County.	5/20/2017	3/14/2018
17058	FDOT	Florida Department of Transportation West Palm Beach Operations 7900 Forest Hill Blvd. West Palm Beach, Fl 33413	Alain Jimenez, E.I. Project Oversite I Phone: (561) 370-1145 Cell: (561) 531-1037	$3,554,036.49	T-4447 - LYONS RD FROM 0.095 MILES S OF NORTE LAGO 0.693 MILES NORTHERLY TO PINE SPRINGS DR	The Improvements under this Contract consist of milling, resurfacing, widening,base work, shoulder treatment, earthwork, drainage improvements including French Drain, curb and gutter, sidewalk, signing and pavement markings, guiderail, guardrail removal, and signalization along Lyons Road from 0.095 miles south of Norte Lago,0.693 miles northerly to Pine Springs Drive in Palm Beach County.	7/17/2017	8/24/2018
17070	FDOT	Florida Department of Transportation West Palm Beach Operations 7900 Forest Hill Blvd. West Palm Beach, Fl 33413	Brian Israelson Project Oversite 1 Office: 561-370-1123 Cell: 561-246-0334	$3,520,178.33	T-4464 - SR 808 (GLADES RD) FROM SR 7(US 441) TO SR-5 (US-1)	The Improvements under this Contract consist of milling and resurfacing,guardrail, sidewalks, driveways, drainage improvements, ITS, fiber optic, pedestrian signals, mast arm signalization including temporary signalization, vehicle detection systems, lighting, and signing and pavement markings along SR-808 (Glades Road) from 0.325 miles west of SR-7 (US-441) easterly 7.615 miles to SR-5 (US-1), noting that the majority of the Work is within Construction Limits ancillary to SR-808 (Glades Road), partially in the City of Boca Raton, entirely in Palm Beach County.	8/14/2017	1/15/2019
17077	CITY OF BOCA RATON	City of Boca Raton Municipal Services Department 201 W Palmetto Park Road Boca Raton, FL 33432	Elsa Tellez Chief Construction Inspector Phone: (561) 416-3424 Cell: (561) 239-0389	$1,627,500.03	BID NO. 2017-034 - ST. ANDREWS BOULEVARD RESURFACING AND SOUTH VERDE TRAIL RIGHT TURN LANES	Resurfacing on St. Andrews Blvd and the construction of two right turn lanes on South Verde Trail. St. Andrews Blvd resurfacing includes the milling and resurfacing of a 1.3 mile section of St. Andrews Blvd between Palmetto Park Road and Glades Road, construction of median modifications, drainage improvements, a new eight-foot wide pathway, repairs to existing pathways and minor ADA improvements.	9/5/2017	6/4/2018
17096	TOWN OF DAVIE	Town of Davie 6591 Orange Drive Davie, FL 33314 Phone 954.797.1082	Laura A. Borgesi, PE, PSM, MPA Town Engineer Direct 954.797.1096 Fax 954.797.1142 lborgesi@davie-fl.gov	$4,372,170.00	COOPERATIVE/PIGGYBACK AGREEMENT OFF BROWARD CO. J1387002B1, JOB 16065 ROAD RESURFACING PROJECTS	Furnish all labor, materials, equipment, supervision and incidentals required to perform roadway milling, resurfacing, pavement marking, miscellaneous pavement repair activities, and maintenance of traffic per specifications in a competent and professional manner and in compliance with all applicable building, safety, technical and related codes and laws. Construction activities shall conform to the latest edition of	8/17/2017	2/14/2019
17098	TOWN OF DAVIE	Town of Davie 6591 Orange Drive Davie, FL 33314 Phone 954.797.1082	Jonathan Vogt, Town Engineer Phone: 954-797-1137 jonathan_vogt@davie-fl.gov	$6,278,108.06	ITB NO. B-17-151; NOVA DRIVE ROADWAY IMPROVEMENTS	The scope of work includes but is not limited to widening the existing multi-lane road configuration throughout the corridor to accommodate a combination of sharrow and designated bike lanes, intermittent landscape medians, right turn lanes, and the construction of a traffic round-a-bout 200' west of SW 71st Terrace together with the expansion to a four lane divided section with landscaped medians from Davie Road to College Avenue. Existing drainage facilities will be modified and new drainage facilities will be added. New sidewalks, curbing, curb ramps, roadway lighting, landscaping with irrigation, new signalization, as well as road construction.	12/19/2017	12/21/2020
17099	CROUCH RAILWAY CONSULTING, LLC	Crouch Engineering, Inc 2005 W US 27 Clewiston, FL 33440 Office: (863) 902-1554 Cell: (863) 843-0605	Don Jeffery Construction Manager djeffery@crouchengineering.com	$1,473,833.97	SCFE (SOUTH CENTRAL FLORIDA EXPRESS) SE EXTENSION - US 27 RAIL CROSSING PROJECT NEAR 1598 US 27, SOUTH BAY, FL 33493	The bid proposal is being requested for "SCFE SE Extension – US 27 Rail Crossing Project" which is located near 1598 US 27, South Bay, FL 33493. The objective and ultimate goal for this project consists of proposed traffic control, demolition, grading, paving, median construction, landscaping, signing, and striping, and other work for the raising of US 27 highway for a proposed railroad / highway grade crossing. The project is located just south of South Bay at MP 72.66 to MP 72.81 on US 27 as shown on the Plans. Crouch Railway Consulting, LLC. invites you to bid to furnish all materials, labor, supervision, transportation, tools, equipment and items incidental to construction necessary to complete the proposed project.	12/21/2017	5/20/2018
17101	CITY OF FORT LAUDERDALE	Fort Lauderdale Executive Airport (954) 828-6536	Fernando Blanco Airport Engineer/Project Manager II fblanco@fortlauderdale.gov	$1,388,944.00	FXE AIRPORT TAXIWAY INTERSECTION IMPROVEMENTS, FORT LAUDERDALE EXECUTIVE AIRPORT	This Project is located at the Fort Lauderdale Executive Airport. The work includes, but is not limited to, pavement milling/demolition, grading, limerock, prime/tack, P-401 asphalt paving, pavement striping,sodding, watering period; installation of cabling, conduits, taxiway edge lights, guidance signs, and modifications to the Airfield Lighting Computer Controlled Monitoring system in the electrical vault and air traffic control tower.	12/14/2017	4/15/2018

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17118	SILVER LAKES COMMUNITY ASSOC., INC.	Pines Property Management 6941 SW 196 Ave Suite 27 Pembroke Pines, FL 33332	Robert Moses, LCAM, CMCA, AMS VP of Operations/General Manager Phone: 954-438-6570 ext. 220 Fax: 954-438-3951 robert@pinespropertymanagement.com	$1,270,888.78	SILVER LAKES ROADWAY RESURFACING PROJECT PHASE 4	The purpose of this project is to provide resurfacing and related work on the local roads as identified in the 2017 Roadway Resurfacing (Phase IV) plans for Silver Lakes, Florida. The areas to be resurfaced are defined on the drawings prepared by BTE dated 3-15-17. The contractor shall mill and resurface the areas located within the boundaries indicated on the BTE drawings. The subsequent sections of this specification describe appropriate information for this work.	10/31/2017	2/2/2020
17122	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Francisco Lledo Project Oversite I Phone: 305-640-7506 Cell: 305-619-7144 Email: Francisco.lledo@dot.state.fl.us	$1,387,410.35	T-6436, SR 90 (SW 8 ST) AND SR 973 (SW 87 AVE)	The Improvements under this Contract consist of intersection improvements along State Road No. 90 / SW 8th Steet from West of SW 90th Avenue to East of SW 86th Court and along State Road No. 973 / SW 87th Avenue from SW 14th Street to North of SW 4th Street .	4/18/2018	3/14/2019
17126	BROWARD CO.	Highway and Bridge Maintenance Division 1600 Blount Road, Pompano Beach, FL 33069	Leah deRiel, P.E. Email: lderiel@miramarfl.gov Phone (305) 219-4035	$6,599,707.17	PEMBROKE ROAD CONSTRUCTION (DYKES TOAD TO SILVER SHORES BLVD)	Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for Pembroke Road Construction (Dykes Road to Silver Shores Blvd). The improvements include reconstruction of Pembroke Road from two lanes to four lanes divided roadway with Complete Streets elements, including designated bicycle lanes, sidewalks, drainage, lighting, signalization,landscaping, and irrigation improvements. This project includes County Incentive Grant Program funding from Florida Department of Transportation (FDOT) for construction services	3/26/2018	11/4/2019
17129	CITY OF MIRAMAR	City of Miramar Construction & Facilities Management Department 2200 Civic Center Place Miramar, FL 33025	Salvador Zuniga, P.E. Development Engineer Email: sezuniga@miramarfl.gov Phone: (954) 602-3323	$1,968,988.00	HISTORIC MIRAMAR COMPLETE STREETS-PHASE II	The improvements consists of sidewalk, driveways, curb and gutter construction, landscaping, lighting and preparation and implementation of Maintenance of Traffic. Improvements are within an area bounded by Pembroke Road to the north County Line Road to the south, SW 62 Ave to the west and SR 7 to the east.	3/5/2018	5/14/2019
17132	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Dru Badri Assistant Resident Engineer Phone: (305) 401-1560 Email: Dru.Badri@dot.state.fl.us	$1,525,970.08	T-6430, SR 953 (LE JEUNE RD) FROM SW 2ND STREET TO NW 11TH STREET	The improvements consists of milling and resurfacing, driveways, curb and gutter construction, landscaping, lighting, signalization and preparation and implementation of Maintenance of Traffic. Improvements consist of intersection improvements along SR-953/LeJeune Rd from SW 2nd Street to NW 11th Street in Miami-Dade County.	6/2/2018	3/4/2019
18031	SOUTHEAST CHEROKEE CONSTRUCTION, INC.	Southeast Cherokee Construction, Inc. 14140 SW 72nd Ave Palmetto Bay, FL 33158	Anthony Gorman Phone: (786) 236-5876 agorman@secherokeeconstruction.com	$3,525,552.15	CONTRACT # W912QR-17-C-0029, CONSTRUCTION ENTRY CONTROL COMPLEX, HOMESTEAD AFB	Furnish all labor, materials, equipment, supervision and incidentals required to perform earthwork, water and sewer install, drainage, asphalt surfacing, concrete curb and sidewalk, implementation of Maintenance of Traffic, pavement markings and signage for the construction of the Entry Control Complex located on Homestead Air Force Base.	3/27/2018	11/6/2019
18038	BROWARD CO.	Broward County 115 South Andrews Ave, Ft. Lauderdale, FL 33301	Fong Mie, Project Manager Highway & Bridge Maintenance Division 1600 Blount Road Pompano Beach, FL 33069 Ph: 954-357-4967 Email: fmie@broward.org	$ 4,372,170.00	J1387002B1 - BROWARD CO. PAVEMENT RESURFACE & REPAIR SERVICES	Furnish all labor, materials, equipment, supervision and incidentals required to perform roadway milling, resurfacing, pavement marking, miscellaneous pavement repair activities, and maintenance of traffic per specifications in a competent and professional manner and in compliance with all applicable building, safety, technical and related codes and laws.	2/3/2018	7/4/2019
18054	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Colin Johnson, Project Administrator Cell: (305) 401-1615 Email: Colin.Johnson@dot.state.fl.us	$1,584,337.03	E-6L27, SR 7 / NW 7 AVE FROM N OF NW 79 ST TO LITTLE RIVER DRIVE	The improvements consists of milling and resurfacing, pavement markings, guardrails, drainage improvements, curb and gutter construction, landscaping, lighting, signalization and preparation and implementation of Maintenance of Traffic. Improvements consist along State Road 7/Northwest 7 Avenue from north of Northwest 79 Street to Little River Drive.	9/19/2018	6/12/2019
18056	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Mackendy Philippi Project Administrator I Office: (954) 958-7693 Cell: (954) 298-8360 Email: Mackendy.Philippi@dot.state.fl.us	$ 1,095,456.32	E-4T06, PARK AND RIDE DAVIE ROAD AT SR 862 / I-595	Widening, milling and resurfacing, curb and gutter, drainage improvements, sidewalk and driveways, bus shelterpads, bus shelter relocations, signing and pavement markings, detectable warning surfaces, vehicle detection systems, ITS components for an Intelligent Parking System, and lighting within the existing Park and Ride facility at the southeast quadrant of the intersection of State Road 84 (I-595 eastbound frontage road) and Davie Road, with connections to Reese Road, in the City of Davie.	6/11/2018	4/3/2019

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18057	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Steve Clark, Project Administrator Cell: 954-818-3600 sclark@aimengr.com	$ 1,711,929.30	E-4T01, SR 80 / SOUTHERN BLVD FROM PIKE ROAD EASTERLY 0.379 MILES TO EAST OF TRUCK AND TRAILER WAY	Widening, milling and resurfacing, gravity wall, Class IV culverts and retaining walls, drainage improvements (including pipe culverts, curb and barrier wall drainage inlets, and curb and gutter), driveways, sidewalks, guardrail, pedestrian railing, rip-rap, fencing, signing and pavement markings, sign structures, lighting, signalization (including pedestrian detectors and signals, and vehicle detection systems) along State Road 80 (US 98/Southern Boulevard) fro Pike Road easterly 0.379 miles to east of Truck and Trailer Way.	5/17/2018	3/29/2019
18060	RUSSELL ENGINEERING, INC.	RUSSELL ENGINEERING, INC. 2530 S.W. 36TH STREET FT. LAUDERDALE, FL 33312	Brian Gibbs, V.P. Ph: 954-691-7762 Email: brian.g@russellengineering.com	$ 1,114,438.25	COUNTY PROJECT NO. 5413, CONTRACT NO. N2114545C1, REI JOB NO. 1708010	The contract consist of milling and resurfacing Wiles Road from Riverside Drive to Rock Island Road.	7/12/2018	7/29/2020
18070	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Timothy Butler Ph: 954-958-7646 Email: Timothy.butler@dot.state.fl.us	$ 1,000,000.00	E-4T12, BROWARD COUNTY PUSH BUTTON CONTRACT TRAFFIC OPERATIONS	The contract consist of roadway construction, intersection improvements, roadway signing and pavement marking throughout Broward County.	6/17/2019	7/14/2020
18075	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Hugues Charles, E.I., Project Administrator Phone: 954-958-7639 Email: Hugues.Charles@dot.state.fl.us	$ 1,327,221.23	T-4480, NW 19TH ST FROM SR 7TH (US 441) TO SR 845 (POWERLINE RD) AND FROM SR 7TH (US 441) TO NW 31ST AVE	The improvements under this contract consist of added bike lanes along NW 19th Street via lane width reduction with milling and resurfacing, sidewalk and driveways, ADA ramps with detectable warnings, drainage improvements, curb and gutter, bus shelter relocations, signing and pavement markings, and signalization with pedestrain detectors; and lighting including LED retrofit at specific locations.	10/1/2018	6/30/2019
18076	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Franche Perdomo, Project Administrator Phone: 786-447-4295 Email: franche.perdomo@dot.state.fl.us; FPerdomo@bpaengineers.com	$ 2,865,340.29	T-6419, SR 944 (NW/NE 54TH ST) FROM E OF NW 7TH AVE TO BISCAYNE BLVD AND NW 6TH CT TO NE 1ST AVE	The improvements under this contract consist of milling and resurfacing along SR 944 (NW/NE 54th Street) and intersection improvements.	10/10/2018	8/16/2019
18077	MONROE COUNTY	Monroe County, Engineering Department 102050 Overseas Highway, Suite 229 Key Largo, FL 33037	Debra London, Project Manager Phone: 305-453-8754 Email: London-Debra@MonroeCounty-FL.Gov	$ 1,622,981.58	KEY LARGO II ROADWAY AND DRAINAGE IMPROVEMENT PROJECT	The contract consist of roadway and drainage improvements. This includes roadway reconstruction, widening, milling, overlay existing road surfaces with asphaltic concrete pavement, regrading roadway shoulders, pavement markings, signage, drainage and other roadway construction per drawings and specifications.	8/22/2018	5/10/2019
18112	BOCA RATON AIRPORT AUTHORITY	Boca Raton Airport Authority 903 NW 35th Street Boca Raton, FL 33431	Scott Kohut, Deputy Director Phone: (561) 391-2202, Ext. 212 Cell: (561) 239-3078 Email: scott@bocaairport.com	$ 1,036,960.00	2018 AIRFIELD IMPROVEMENTS, SCHEDULE D - REJUVENATE AND REMARK RUNWAY 5-23	The contract consist of asphalt surface treatment, M.O.T. and pavement markings of Runway 5-23.	10/1/2018	11/22/2018
18114	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Colin Johnson, Project Administrator Cell: (305) 401-1615 Email: Colin.Johnson@dot.state.fl.us	$ 1,113,869.25	T-6444, SR 934 (E 25th ST / NW 79th ST) from E 4th AVE / NW 47th AVE to E 12th AVE / NW 37th AVE	Improvements consist of intersection improvements along SR 934 (E 25th ST / NW 79th ST)	4/8/2019	1/21/2020

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18129	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Jacki Hart, PE Senior Project Engineer 3100 Overseas Hwy, Marathon, FL 33050 Phone: 954-775-6949 Cell: 305-509-7504 jacki.hart@rsandh.com	$ 1,590,778.72	E-6L91, SR 5 / N ROOSEVELT ROAD (PEDESTRIAN HYBRID BEACONS AND LIGHTING)	The contract consists of traffic operations improvements to install hybrid beacons and lighting at five locations along State Road 5 / North Roosevelt Boulevard in City of Key West.	2/23/2019	9/27/2019
18130	CITY OF BOCA RATON	City of Boca Raton Municipal Services Department 201 W Palmetto Park Road Boca Raton, FL 33432	Zachary Bihr, P.E. Assistant City Civil Engineer Phone: 561-416-3430 ZBihr@ci.boca-raton.fl.us	$ 1,500,000.00	2018-056, ANNUAL GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION	The contract is for multiple roadway construction improvement projects which may include, road resurfacing, road construction, asphalt bike paths, concrete sidewalks, ADA improvements, concrete bus pads, intersection turn lanes, enhanced speed humps, roadway narrowing, pavment marking, and drainage improvements associated with road work.	5/15/2019	
18138	MIAMI-DADE CO.	Miami Dade County 111 N.W. 1st Street Miami, FL 33128	Frank Mendoza Phone: 305-375-2111 Cell: 305-281-9724 Email: mendoz@miamidade.gov	$ 1,714,535.08	RPQ NO. 2018-0176 (MCC 7360 PLAN), PUSH BUTTON NORTH ROADWAY RESURFACING CONTRACT	The improvements under this contract consist of North Roadway Resurfacing Pushbutton Projects.	2/19/2019	12/15/2020
18139	MIAMI-DADE CO.	Miami Dade County 111 N.W. 1st Street Miami, FL 33128	Frank Mendoza Phone: 305-375-2111 Cell: 305-281-9724 Email: mendoz@miamidade.gov	$ 1,666,507.51	RPQ NO. 2018-0177 (MCC 7360 PLAN), PUSH BUTTON SOUTH ROADWAY RESURFACING CONTRACT	The improvements under this contract consist of South Roadway Resurfacing Pushbutton Projects.	5/6/2019	12/15/2020
18145	SEMINOLE TRIBE OF FLORIDA	Seminole Tribe of Florida Headquarters 6300 Stirling Road Hollywood, Florida 33024	James R. Jeffers, PE 954-901-6951 Email : jamesjeffers@semtribe.com	$ 6,189,208.61	JOSIE BILLIE HIGHWAY (BIA 1261) MAINTENANCE SERVICES SEGMENT 2 MILLING, RESURFACING AND SHOULDER RECONSTRUCTION	The improvements consist of Josie Billie Highway Segment 2 milling, resurfacing and shoulder reconstruction along 5.8 miles of roadway. Major components require mobilization, M.O.T., clearing, earthwork, milling, resurfacing, should reconstruction, installation of guardrail, signage and pavement marking.	12/3/2018	2/21/2020
19038	MICCOSUKEE TRIBE OF INDIANS OF FLORIDA	Miccosukee Tribe of Indians of Florida P.O. Box 440021, Tamiami Station Miami, FL 33144	Joshua Hildebrand Phone: 239-461-2481 Cell: 239-872-4039 Email: jhildebrand@johnsoneng.com	$ 1,332,942.48	MICCOSUKEE INDIAN VILLAGE TURN LANE IMPROVEMENTS, SR 90	The improvements consist of adding and extending the existing turn lane on SR 90 with signalization and sidewalks.	6/17/2019	2/20/2020
19041	CITY OF DEERFIELD BEACH	The City of Deerfield Beach 401 SW 4th Street Deerfield Beach, FL 33441	John Melton 954-520-0186 Jmeilton@deerfield-beach.com	$ 5,030,303.18	2019 CITYWIDE STREET RESURFACING, ITB NO. 2018-19/03	The improvements under this contract consist of resurfacing various streets within the City of Deerfield Beach.	4/10/2019	
19044	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Jesús Fuentes, P.E. American Engineering Group, Inc. (954) 495-6341 jfuentes@americanenggroup.com	$ 4,133,433.17	T-4501, NE 48 / 49 ST, NE 11 AVE, SW 3RD AVE AND SE 2ND AVE	The improvements under this contract consist of milling and resurfacing, curb and gutter, sidewalk, driveways, detectable warnings, pavers, signing and pavement markings, lighting including special light poles and luminaires, utility adjustments, sod, and monitoring existing structures along NE 48/49 Street, NE 11 Avenue, and SE 2nd Avenue.	7/12/2019	3/6/2021

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19045	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Hugo E. Da Silva, P.E. Project Administrator Phone: 954-599-9208 Email: HDaSilva@cgasolutions.com	$ 2,257,890.88	T-4503, SR 858 (HALLANDALE BEACH BLVD) FROM SERTA RAIL CROSSING NO. 628290-Y EASTERLY 0.147 MILES TO ANSIN BLVD	The improvements under this contract consist of widening, milling and resurfacing, drainage improvements, concrete sidewalk, guardrail, signing including internally illuminated, pavement markings, signalization including steel mast arms, vehicular and pedestrain detectors, fiber optic, lighting and monitor existing structures along SR 858 (Hallandale Beach Blvd).	7/27/2019	4/26/2020
19057	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Juan J. Hitchman Project Administrator Office: 305-640-7418 Cell: 305.968.8453 Email: Juan.Hitchman@dot.state.fl.us	$ 1,000,000.00	E6L75, PUSH BUTTON - TRAFFIC OPERATIONS SIGNAL	The contract consists of traffic operations signal improvements at various locations throughout Miami-Dade County.	6/7/2019	
19072	BROWARD CO.	Highway Construction & Engineering Division 1 N University Drive Plantation, FL 33324	Tom Muzicka P.E. GC Construction Management Supervisor Office: 954-577-4562 Cell: 954-325-1529	$ 2,208,345.93	PNC2118234C1, SHERIDAN STREET AND DYKES ROAD INTERSECTION IMPROVEMENTS	Improvements consist of intersection improvements at Sheridan Street and Dykes Road in the Town of Southwest Ranchces.	10/3/2019	12/18/2020
19075	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Yveins Jean-Pierre, P.E. Broward Construction Manager Office: 954-940-7611 Cell: 954-914-0293 Yveins.Jean-Pierre@dot.state.fl.us	$ 3,289,804.03	T4524, SR 736 (DAVIE BLVD) FROM W OF SR 9 (I-95)	The improvements under this contract consist of safety improvements on SR 736 (Davie Blvd) featuring pavement milling and resurfacing, signalization with mast arms, elevated (bridge intersection) signalization with mast arms and special foundations, temporary strain pole signalization, concrete traffic railing and barrier wall, pedestrian and bicycle railing, roadway lighting, bridge-mounted lighting, guardrail, signing, thermoplastic and painted pavement markings, permanent tape pavement markings, detectable warnings, fence and fence gate, and ITS system components.	10/14/2019	1/11/2021
19078	BROWARD CO.	Broward County 115 South Andrews Ave, Ft. Lauderdale, FL 33301	Fong Mie, Project Manager Highway & Bridge Maintenance Division 1600 Blount Road Pompano Beach, FL 33069 Ph: 954-357-4967 Email: fmie@broward.org	$ 4,124,277.50	PNC2118215B1 - BROWARD CO. PAVEMENT RESURFACE & REPAIR SERVICES	Furnish all labor, materials, equipment, supervision and incidentals required to perform roadway milling, resurfacing, pavement marking, miscellaneous pavement repair activities, and maintenance of traffic per specifications countywide.	6/27/2019	
19099	HENDRY CO.	Hendry County 99 E Cowboy Ave. LaBelle, FL 33935	Kelly O'Nan Engineer Intern Phone: 863-612-4727 Email: konan@hendryfla.net	$ 1,017,553.87	BID NO. 2019-30, FINANCIAL PROJECT NO. 436651-1-54-01/02	The work consists of the roadway and associated sidewalk improvements on WC Owen Avenue to US 27 which in include: clearing and grubbing, milling and resurfacing of existing roadway, concrete sidewalk, driveway and turnout construction, grading work to include re-grading of slopes, utility coordination, signal removal, signal upgrades, pedestrian signal installation, sod, erosion control measures, signage and striping, and Maintenance of Traffic.	1/27/2020	8/6/2020
19101	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Jonathan Guzman, Project Administrator Office: 305-436-9662 Cell: 786-473-7595 Email: JGuzman@metriceng.com	$ 11,069,050.11	T4522, LYONS RD FROM FERN FOREST NATURE CENTER ENTRANCE TO SR 869 (SAWGRASS EXPY)	The improvements under this contract consist of, but are not limited to, widening, milling and resurfacing, concrete (curb and gutter, sidewalk, driveways), guardrail (with special posts and approach/trailing treatments), monitor existing structures (inspection and settlement), selective clearing and grubbing, drainage improvements including French Drain, pavement markings (roadway, patterned pavement, detectable warnings; includes tape, paint, and thermoplastic), signing, lighting, signalization, and irrigation repairs along Lyons Road.	1/6/2020	

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JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
19107	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Leo Bermudez FDOT Construction Project Manager Office: 305-640-7108 Cell: 305-968-4079 Leonardo.Bermudez@dot.state.fl.us	$ 5,172,451.85	T6469, SR 925 (NW 3RD CT) AND NW 3RD AVE FROM NW 1ST ST TO NW 8TH ST	The improvements under this contract consist of milling and resurfacing along SR 925 (NW 3rd Court) and NW 3rd Avenue.	5/29/2020	5/3/2021
19111	CONDOTTE AMERICA, INC.	CONDOTTE AMERICA, INC. 10790 NW 127TH STREET MEDLEY, FL 33178	Matthew Sturm, Sr. Project Manager Ph: 305-670-7585 ext 115 Cell: 954-348-3750 msturm@condotteamerica.com	$ 1,613,900.92	NW 21st AVE FROM OAKLAND PARK BLVD TO COMMERCIAL BLVD, T4505	The improvements under this contract consist of milling and resurfacing with maintenance of traffic.	11/25/2019	4/4/2021
19112	BROWARD CO.	Broward County 115 South Andrews Ave, Ft. Lauderdale, FL 33301	Nirmal Datta, P.E., Design Section Manager Ph: 954-577-4599 Email: ndatta@broward.org	$ 23,589,541.00	ROADWAY, DRAINAGE, TRAFFIC & MISCELLANEOUS CONSTRUCTION PNC2119323B1	Furnish all labor, materials, equipment, supervision and incidentals required to perform roadway reconstruction, widening, milling, resurfacing, pavement marking, drainage work, traffic control and signalization, school flushers, communications network, street lighting, water and sewer, landscaping, signing and pavement marking, guardrail, maintenance of traffic per specifications in a competent and professional manner and in compliance with all applicable building, safety, technical and related codes and laws.	11/22/2019	
20027	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Timothy Butler Ph: 954-958-7646 Email: Timothy.butler@dot.state.fl.us	$ 1,000,000.00	E-4U18, BROWARD COUNTY PUSH BUTTON CONTRACT TRAFFIC OPERATIONS	The improvements consist of milling and resurfacing, concrete (sidewalk and driveways, gravity wall), handrail, pavers, lighting, drainage improvements, intersection improvements, and signing and pavement markings at various locations throughout Broward County.	2/13/2020	
20037	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Ashleigh Harless Ph: 305-640-7194 Cell: 305-986-2754 Ashleigh.Harless@dot.state.fl.us	$ 1,171,214.78	T-6498, SR 860 (MIAMI GARDENS DR) AT BISCAYNE BLVD	The improvements under this contract consist of intersection improvements along SR 860 (Miami Gardens Drive).	7/22/2020	4/6/2021
20065	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Erik Nemati, P.E. Construction Project Manager Ph: 954-958-7671 Cell: 954-299-6441 Erik.Nemati@dot.state.fl.us	$ 17,557,322.99	E4T68, BROWARD MPO REGIONAL COMPLETE STREETS INITIATIVE PROJECT	This Design Build Contract includes six individual mobility and includes 13.79-mile corridor to provide a safe corridor for all modes of transportation. Improvements vary for each project but include roadway, incorporate bicycle lanes, drainage, decorative lighting, decorative sidewalks, signing and pavement markings, signals, landscaping, utility adjustments and structures.	4/5/2021	
20072	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Wodler Blaise Broward Operations Construction Project Administrator Ph: 954-958-7641 Cell: 954-928-5715 Woodler.Blaise@dot.state.fl.us	$ 1,201,295.38	T4549, NW 62ND AVE AND TURTLE CREEK RD FROM BLAND RD TO SAMPLE RD AND FROM SAMPLE RD TO SR 7 (US 441)	The improvements under this contract consist of, but are not limited to, milling and resurfacing, concrete (curb and gutter, sidewalk and driveways), signing (single post), pavement markings (painted and thermoplastic, detectable warnings), manhole adjustments, selective clearing and grubbing (tree removal, tree protection, branch pruning), pull boxes and sod along NW 62nd.	7/16/2020	
20080	CITY OF PEMBROKE PINES	City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	Karl Kennedy, City Engineer Ph: 954-518-9040 Cell: 954-829-4507 kkennedy@ppines.com	$ 1,536,204.12	PIGGYBACK BROWARD COUNTY, BID NO. PNC2119323B1, ROADWAY, DRAINAGE, TRAFFIC MISCELLANEOUS CONSTRUCTION	The improvements under this contract consist of roadway, drainage, traffic services and materials for Westview Neighborhood, Dykes Road (NW 12th Street to NW 15th Street), NW 18th Place (NW 107 Ave to East of NW 104 Ave) and NW 97th Ave (Taft Street to NW 24 Street).	7/30/2020	

Exhibit A Continuation Agreement

Attachment #2

PROJECT REFERENCES/INFORMATION

Work performed over last 5 years

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
20098	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Francisco Lledo, Project Manager PH: 305-640-7506 Cell: 305-619-7144 Francisco.Lledo@dot.state.fl.us	$ 4,604,160.51	T6505, SR 94 (KENDALL DR / SW 88 ST) FROM E OF SW 150TH AVE TO E OF SW 132ND AVE	The improvements under this contract consist of milling and resurfacing along SR 94 (Kendall Dr/SW 88 ST) and intersection improvements between SW 149th Ave and 147th Ave.	2/1/2021	
20106	SILVER LAKES COMMUNITY ASSOC., INC.	Pines Property Management 6941 SW 196 Ave Suite 27 Pembroke Pines, FL 33332	Robert Moses, LCAM, CMCA, AMS VP of Operations/General Manager Phone: 954-438-6570 ext. 220 Fax: 954-438-3951 robert@pinespropertymanagement.com	$ 3,690,808.10	SILVER LAKES RESURFACING PROJECT PHASE 4 COMPLETION AND PHASE 5	Improvements consist of Phase 4 completion neighborhoods are Grande Cay, Marina Pointe, Pelican Cove, Sapphire Pointe and Sunset Pointe. The Phase 5 is eight neighborhoods are Marina Isle, Pelican Sound, Pelican Isle, Marina Sound, Sapphire Shores, Tiffany Cove, The Enclave and The Isles. Phase 5 also includes NW 180th Ave, NW 2nd St, Boating North, Boating Park Sound and Boating Park West.	11/3/2020	
21029	BOCA RATON AIRPORT AUTHORITY	Boca Raton Airport Authority 903 NW 35th Street Boca Raton, FL 33431	Scott Kohut, Deputy Director Phone: (561) 391-2202, Ext. 212 Cell: (561) 239-3078 Email: scott@bocaairport.com	$ 3,816,954.80	BID NO. 2020-BRAA-003 AIRPORT ROAD IMPROVEMENTS	The project includes the widening of the existing Airport Road including new roadway base and pavement, new RCP storm drainage, new tenant driveway entrance features, landscaping and irrigation. The project also includes the demolition of the existing overhead Florida Power & Light (FPL) power and poles and ATT communication duct banks. Other work includes new airport tenant electrical services, installation of new fire hydrants, pavement markings, signage, seal coating, airport monument signs, and FPL roadway lighting.	2/15/2021	
21046	CITY OF POMPANO BEACH	City of Pompano Beach 1190 N.E. 3rd Avenue, Building C (front) Pompano Beach, Florida 33060	Gary Eagle, Engineering Inspector III Phone: 954-786-5521 Email: gary.eagle@copbfl.com	$ 1,089,290.50	TAXIWAY DELTA PHASE II RECONSTRUCTION BID NO. T-34-20	This project consists of reconstruction of portions of Taxiway Delta at the Pompano Beach Airpark. Work included the milling and overlay of asphalt pavement, pavement demolition and construction, airfield electrical improvements, pavement markings, drainage improvements and sodding.	6/26/2021	

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Exhibit A Continuing Services Agreement

Weekley Asphalt Paving, Inc.
Equipment List

Attachment #3

CLASS	Equip #	Description	Serial #
100	021	2010 FORD EXPEDITION	1FMJU1F56AEB08057
	22	2015 FORD EXPEDITION KING	1FMJU1JT1FWF03082
	24	2014 DODGE RAM 3500	3C6URVHD2EE130640
	026	07 FORD EDGE	2FMDK36C67BB38418
	030	01 CHRYSLER TOWN & CTRY	2C8GP54L61R400405
	031	2012 DODGE DURANGO	1C4SDHCT2CC204738
101	035	2011 FORD F-250	1FT7W2AT0BEC28572
	036	2011 FORD F-250	1FT7W2AT8BEC66373
	037	06 FORD F-250	1FTSX20P36ED62560
	038	2011 FORD F-250	1FT7X2AT5BEC33702
	040	06 FORD F-250 SUPER DUTY	1FTSX20P66EB67178
	041	2014 DODGE RAM 2500	3C6MR4ALXEG269317
	042	2014 DODGE RAM 3500	3C7WRSCLXEG242950
	043	2015 DODGE RAM 3500	3C7WRSAL4FG570367
	44	2015 DODGE RAM 1500	1c6rr6fm2fs521896
	045	06 FORD F-250 SUPER DUTY	1FTSX20PX6EB88955
	052	99 FORD F-250 SUPER DUTY	1FTNX20F8XED77643
	056	06 FORD F-250 SUPER DUTY	1FTSX20P76ED83489
	061	15 DODGE RAM 5500 P/U	3C7WRMFL7FG511575
	063	02 DODGE RAM 2500 P/U	3B7KC23662M263038
	065	1999 DODGE RAM 2500 LARAM	1B7KC2367XJ511477
	073	04 F150 SUPERCAB	1FTPX12594NC08525
	077	2013 FORD F-150	1FTFW1CT0DFC39720
	078	2013 FORD F-150	1FTFW1CT3DFC47441
	79	2015 DODGE RAM 1500	1C6RR6FM3FS535287
	80	2015 DODGE RAM 1500	1C6RR6FM1FS535286
	87	2016 DODGE RAM 1500 QUAD	1C6RR6FM0GS243503
	88	2016 DODGE RAM 1500 CREW	1C6RR6KM0GS298135
	091	08 DODGE LARAMIE	1D7HA182X8S583999
	094	08 DODGE RAM 1500	1D7HA18258S524987

Weekley Asphalt Paving, Inc.

Equipment List

101	Equip #	Description	Serial #
	095	2014 DODGE RAM 1500	3C6JR6DM5EG269972
	099	2012 DODGE RAM 1500	1C6RD7FP9CS342359
	103	06 FORD F-350 SUPER DUTY	1FDWW36P26EB93595
	105	04 USED FORD F-350 SUPER	XLFTSW30P74EC19262
	109	05 FORD F250 SUPER DUTY	1FTSX20P95EB86239
	130	2016 ISUZU TRUCK	JALB4W172G7F00109
	112	06 FORD F350 SUPER DUTY	1FDWW36P86EC25806
	177	2015 DODGE RAM 2500	1C6UR4CL6FG509655
	178	2015 DODGE RAM 1500	1C6RR6FMXFS535285
	179	14 DODGE RAM 3500	3C7WRSBL2EG138227
	181	14 DODGE RAM 3500 FLATBED	3C7WRSCLXEG120816
	182	2014 DODGE RAM	3C7WRSAL9EG182811
	183	2014 DODGE RAM 2500	3C6UR4CL3EG146472
	184	2013 DODGE RAM 2500 CREW	3C6UR4HL2DG578705
	185	2013 RAM 2500 TRUCK	3C6UR4HL5DG520202
	186	2011 DODGE 4500 CREW	3D6WU6CLXBG580440
	188	2011 DODGE RAM 3500	3D73M3CLXBG512555
	189	2011 DODGE RAM 3500	3D73M3CL1BG512556
	190	07 DODGE MEGA 3500 TRUCK	3D7ML39C47G701062
	191	07 DODGE 3500 MEGA CAB TK	3D7ML39L07G701060
	192	07 DODGE 3500 MEGA CAB TK	3D7ML39L57G701054
	195	05 F450 FLAT BED	1FDXF46P45EC89110
	197	2015 DODGE 1500 LONGHORN	1C6RR7PT7FS529505
	198	2011 FORD F-550	1FDUF5GT2BEA65432
	199	1999 FORD F-550	1FDAF56F0XEC43330
	SE107	1999 FORD F350 CREW CAB	1FTSW30F8XEE69556
	PV-001	2014 DODGE RAM 4500	3C7WRLEL7EG209021
	PV-002	2011 DODGE 2500 P/U TRUCK	3D7UT2HL3BG584367
	PV-003	2013 FORD F-350	1FT8W3BT6DEB12207
104			
	T24	06 MACK DUMP TRUCK CV713	1M2AG11C06M040414

Weekley Asphalt Paving, Inc.
Equipment List

104	Equip #	Description	Serial #
	T25	06 MACK DUMP TRUCK CV713	1M2AG11C26M040284
	T26	05 MACK DUMP TRUCK CV713	1M2AG11C55M020870
	T27	05 MACK DUMP TRUCK CV713	1M2AG11C25M022351
	T28	04 MACK DUMP TRUCK CV713	1M2AG11CX4MO12181
	T29	05 MACK DUMP TRUCK CV713	1M2AG11C15MO17318
	T30	05 MACK DUMP TRUCK CV713	1M2AG11C75MO35659
	T31	04 MACK DUMP TRUCK CV713	1M2AG11C84M013068
	T32	07 MACK DUMP TRUCK CV713	1M2AG11C17M055683
	T33	06 MACK DUMP TRUCK CV713	1M2AG11C76M030768
	T34	06 MACK DUMP TRUCK CV713	1M2AG11C96M033476
	T35	06 MACK DUMP TRUCK CV713	1M2AG11C56M042188
	T36	02 USED MACK DMP TK CV713	1M2AG10C02M001544
	T38	03 MACK DUMP TRUCK CV713	1M2AG11C93M006421
	T39	04 MACK DUMP TRUCK CV713	1M2AG11C74M010470
	T40	00 MACK DUMP TRUCK RD690S	1M2P264C0YM029398
	T41	02 MACK DUMP TRUCK CV713	1M2AG11C42M001237
	T42	02 MACK DUMP TRUCK CV713	1M2AG11C62M001238
	T43	01 MACK DUMP TRUCK RD688S	1M2P270CX1M056061
	T47	99 MACK RD 690S	1M2P264C2XM027327
	T48	99 MACK RD 690S	1M2P264C4XM027328
	T49	99 MACK RD 690S	1M2P264C6XM027329
	T50	02 USED MACK DUMP TRUCK	1M2P267C12M064695
	T51	02 USED MACK DUMP TRUCK	1M2P267C42M064660
	T52	02 USED MACK DUMP TRUCK	1M2P267C22M064656
	T53	02 MACK DUMP TRUCK RD688S	1M2P267C02M064655
	T87	99 MACK TRACTOR CH613	1M1AA12Y6XW113596
	T88	00 MACK TRACTOR CH613	1M1AA12Y9YW119877
	T89	98 MACK TRCTOR CH613	1M1AA12Y4WW090138
	T90	00 MACK TRACTOR CH613	1M1AA12Y6YW121974
	T91	00 MACK TRUCK CH613	1M1AA13Y4YW119834
	T92	1999 MACK TRACTOR CH613	1M1AA13YOXW105413

Weekley Asphalt Paving, Inc.

Equipment List

104	Equip #	Description	Serial #
	T93	1999 MACK TRACTOR CH613	1M1AA14Y2XW109090
	T94	07 MACK TRACTOR CHN613	IM1AJ07Y97N011329
	T95	03 MACK TRACTOR CX613	1M1AE06Y73W013803
	T96	05 PETERBILT 335 TRACTOR	2XPLAZ7X75M884528
106			
	D23	2013 FORD/2000 ETNYRE DIST	3FRXF7FJ2DV790990
	D24	2003 STERLING M7500 TRUCK	2FZACGAK93AL66443
	D25	09 FORD/09 ETNYRE DIST	3FRXF75D09V134273
	D26	01 ETNYRE ASPHALT DIST	2FZAASAK11AJ18483
	D27	06 ETNYRE CENTENNIAL DIST	2FZAASDC06AW73579
107			
	193	2008 INT'L MECH TK	1HTMMAAL48H636411
	194	06 FORD F650	3FRNF65036V339872
	S21	08 FORD F-750	EFRXF75D48V062041
	S23	14 FORD F-750	3FRNW7FC8DV019670
	S24	06 FORD F-650	3FRWW65CX6V356795
	S25	2000 FORD F650	3FDWW6542YMA06426
	S26	2000 FORD F650	3FDWW6544YMA06444
	S27	01 STERLING M7500	2FZAAJAK21AG92250
110	TL95	06 EAST DUMP TRL	1E1D1P3886RD39589
111			
	LBT08	08 TRAILBOSS LOWBOY	4SODK483581002847
	LBT09	07 TRAILBOSS LOWBOY	4SODK533571002679
	LBT10	TRAL KING TRAILER	1TKJ049353M122853
	SEC05	1971 FONTAINE TRAILER	13840
	TL94	1974 FLATBED TRAILER	46797
112			
	TL-76	ASPHALT STORAGE TANKER	
	TL77	06 ETNYRE ALUM TANKER	1E9T532316E007204
	TL78	1986 ETNYRE LOWER TANKER	1E9T44200GE007095
	TL-79	ASPHALT TANKER	

Weekley Asphalt Paving, Inc.
Equipment List

113	Equip #	Description	Serial #
	SE111	1966 FRU TANK TRLR	228010
	GTL01	69 STRIGHT EDGE TRAILER	9L9250
	GTL02	02 ALL PRO TRAILER	1A920029123B15732
	GTL03	02 ALL PRO TRAILER	1A920029123B17944
	GTL04	1978 GENERAL TRAILER	8AP78218
	GTL06	05 CALT TRAILER (HORSE)	4GAHC122651001533
	GTL07	06 MALLARD RV	1EF1C302766011711
	GTL08	06 ADVANCED TRAILER	1A9BU15246D736040
	GTL10	08 STRAIGHTEDGE TRL	10022008
	GTL11	06 HOMEMADE TRL	NOVIN0200504683
	GTL12	1977 HOMEMADE TRAILER	NOVIN0200097340
	GTL13	04 HOMEMADE TRAILER 16'	NOVIN0200425862
	GTL14	15 HOMEMADE TRAILER 15'	NOVIN0201096740
	GTL15	05 FLATBED EQUIP TRAILER	5MTPF16235A000023
	GTL16	05 MILLENUIM TRAILER	5MTGD28244A000782
	GTL17	05 CARRY-ON TRAILER	4YMUL10155G025494
	GTL18	06 MILLENNIUM TRL	5MTGD630275A000343
	GTL19	1983 HOMEMADE TRAILER	NOVIN0200097301
	GTL21	05 GOOSENECK TRAILER	16GS628235B079440
	GTL22	05 WINCO 12' BOBCAT TRLR	154BC12256T009147
	GTL23	07 KAUFMAN TRAILER	15XFD18267L002492
	GTL24	07 KAUFMAN TRAILER	15XFD182X7L002494
	GTL25	07 KAUFMAN TRAILER	15XFD18287L002493
	GTL26	1990 HOOPER 16' TRAILER	HICO 0000000001087
	GTL27	2015 GOOSENECK TRAILER	16GS63621FB069337
	GTL28	08 TANDEM AXLE TRAILER	1S907X1618M982723
	GTL30	07 MILLENNIUM TRAILER	5MTPT18247A000027
	GTL31	08 BIG TEX TRAILER	16VEX182182395050
	GTL32	09 ENCLOSED CONTRTR TRL	4YMCL16259G000953
	GTL33	09 KAUFMAN TRAILER	5VGFA202X9L002064
	GTL35	2012 KAUFMAN D TILT DEL	5VGFD2221CL002501

Weekley Asphalt Paving, Inc.

Equipment List

113	Equip #	Description	Serial #
	GTL36	2012 KAUFMAN D TILT DEL	5VGFD2223CL002502
	GTL37	2010 HMDE TRAILER	NOVIN0200861842
	GTL38	GOOSENECK DUMP TRAILER	154FD20206T011282
	GTL39	TILT DEC EQUIP TRAILER	5FTUH1211Y1014457
	GTL94	1995 CUSTOM FLATBED TRLR	1YB321530S1B1T261
	SEC74	1974 GENERAL FLATBED TRLR	6D74182(GTL03)
200	203	00 STERLING G&K 2500 WATER TRK	2FWWHECB6YAF39660
	204	00 STERLING 2500 WATER TRK	2FXHRFAC4YAF15397
300			
	300	06 CAT CB434D VIB ROLLER	CATCB434KCCNH00544
	301	05 DYNAPACD CC142 ROLLER	60213112
	303	05 CAT DBL DRUM ROLLER CB224E	CATCB224P22400732
	304	09 CAT CB34 TANDEM VIB ROLLER	CATOCB34J34500272
	305	05 CAT DBL DRUM ROLLER CB224E	CATCB224P22400733
	306	06 CAT CB334E ASPHALT RLR	CATCB334HC3A00229
	307	06 CAT CB334E ASPHALT RLR	CATCB334AC3A00230
	308	06 CAT CB334E TANDEM RLLR	CATCB334TC3A00283
	309	08 CAT CB24 TANDEM VIB RLLR	CAT0CB24H24000118
	310	INGERSOLL RAND SD100 RLR	174315
	311	ING RAND DBL DRUM ROLLER DD70	172705
	312	2007 CAT CB434D TANDEM RO	CATCB434KCNH00690
	313	2007 CAT CB434D TANDEM RL	CATCB434CCNH00658
	314	2011 VOLVO SD100D ROLLER	226122
	315	2007 CAT CB224E TANDEM VIB RLLR	CATCB224K22402837
	316	2005 CAT CB224E TANDEM VIB RLLR	CATCB224A22400639
	317	2000 CAT CB224E TANDEM VIB RLLR	CATCB224K22401002
	319	86 DYNAPAC MDL CC 21 RLR	476084
	325	05 DYNAPAC CP142 ROLLER	2163BR2100
	326	07 DYNAPAC ROLLER CP142	2163BR2219
	327	1996 DYNAPAC WHEEL ROLLER CP132	726B036

Weekley Asphalt Paving, Inc.

Equipment List

300	Equip #	Description	Serial #
	328	2014 DYNAPAC ROLLER CP142	10000500JOB003182
	349	1987 INGRAM 3 WHL ROLLER T12	578494-EB14
	350	1987 INGRAM 3 WHL ROLLER T12	578502-EB14
	351	03 INGRAM 3 WHEEL ROLLER AS314	901054
	364	BOMAG BW120 ROLLER	101170511714
	369	2011 DYNAPAC ROLLER CC524	JOA006219
400			
	448	07 KUBOTA TRACTOR MX5000DT	56955
	448B	BUSH HOG 6"	12-07967
	449	06 KUBOTA TRACTOR B2630HSDF	51165
	449A	06 48"" SQUEALER MOWER	1219970
	451	04 KUBOTA TRACTOR M4900	53550
	451A	BUSH HOG MOWER 286	12-19380
	452	09 KUBOTA 4WD TRACTOR M954DDTC	59318
	452A	BUSH HOG 3210	12-23642
	457	96 BROCE RC-300 BROOM	87681
	458	98 WALDON SWEEPMASTER 250	25580
	459	99 BROCE RC350-52 BROOM	89055
	460	04 LEEBOY R848 BROOM	481041153
	461	07 LEEBOY BROOM RB48	42289
	462	08 LEEBOY BROOM RB48	51906
	463	02 BROCE RJ350 BROOM	402315
	464	12 BROCE CTR350 BROOM	407501
	465	2011 BLAW KNOX CB-90 BROOM	72882
	501	05 BOBCAT SKID STEER LDR S220	526212716
	502	05 BOBCAT SKID STEER LDR A205	528411458
	503	05 S220 BOBCAT SKID STEER	526214465
	503A	08 HI FLOW PLANER	231711716
	504	99 CAT 225B EXCAVATOR	2ZD01605
	505	USED BOBCAT LOADER S160	526716925
	505A	USED MOUNTED BREAKER	000961

Weekley Asphalt Paving, Inc.

Equipment List

500	Equip #	Description	Serial #
	506	06 BOBCAT SKID STEER LDR T300	532012235
	506A	PALLET FORKS FOR 506	
	506B	24"" AUGER FOR 506	
	507	07 BOBCAT LOADER T300	532016305
	507A	BOBCAT ROOT GRAPPLE	B00212
	507B	BOBCAT BRUSHCAT CUTTER	B00212
	507C	BOBCAT AUGER	506010
	508	99 JOHN DEER BACKHOE 410E	T0410EX838147
	509	07 BOBCAT LOADER W/BUCKET T300	532015797
	511	00 LINKBELT EXCAV 2800QEX	E6I89281
	515	2003 BOBCAT EXCAVATOR 442A	522311589
	516	99 KOMATSU WA-250-3 LDR	53335
	516A	WA200 LOADER RAKE 105""	0506-190195-1
	517	02 KOMATSU BACKHOE LOADER WB140-2	F11633
	517A	TRAMAC 140 HAMMER	139991
	518	08 CAT TERRAIN LOADER 277C	CAT0277CCJWF00649
	519	2009 CAT 299C LOADER	CAT0299CPJSP00553
	520	2014 GRADALL EXCAVATOR XL3300 III	3300000751/8065-6007
	522	03 KOMATSU WA 250-5 LOADR	A73038
	523	03 KOMATSU WB140-2N COMBO	A20189
	524	03 KOMATSU EXCAVATOR PL 3 PC-300LC-7	A85015
	525A	BOBCAT TILLER 68'	054700894
	526	2014 VOLVO EXCAVATOR ECR235DL	0381
	527	2013 KOMATSU WHEEL LOADER WA380-7	A64350
	528	04 KOMATSU WA-380-5 LOADR	A52348
	529	05 KOMATSU BACKHOE LOADER WB140-2	KMTWB001L36A21244
	530	13 VOLVO WHEEL EXCAVATOR EQ180D	220212
	535	11 CATERPILLAR BACKHOE LOADR 420E	CAT0420ETDAN01303
	537	03 KOMASTSU BACKHOE LOADR WB140-2	A20087
	538	04 CATERPILLAR BACKHOE LOADR 420D	CAT0420DVFDP20732
	539	09 KOMATSU BACKHOE LDR WB146	KMTWB016K36A24213

Weekley Asphalt Paving, Inc.

Equipment List

500	Equip #	Description	Serial #
	540	KOMATSU WHEEL LOADERS WA250-5L	KMTWA055J57A74354
	540A	FORKS ATTACHED TO 540	
	541	KOMATSU WHEEL LDR WA250-5	KMTWA055C57A74355
	542	KOMATSU WA250-5L LOADER	KMTWA055L57A73906
	544	2005 KOMATSU WA250 WHLR L	KMTWA055K57A73476
	545	05 CAT 938G WHEEL LOADER	CAT0938GCRTB01672
	546	05 CAT 938G WHEEL LOADER	CAT0938GPCRD01426
	548	2013 BOBCAT SKID STEER LD S630	A3NT17075
	548A	BOBCAT SWEEPER	A9T600369
	548B	2015 BOBCAT 18" PLANER HIGH FLOW	M7018
	549	2013 BOBCAT S630 SKID STE	A3NT16510
	549A	BOBCAT SWEEPER	714429721
	550	2011 BOBCAT SKID LOADER S650	A3NV11560
	550B	2013 CAT SWEEPER BROOM	EQ0028605
	551	2011 BOBCAT SKID LOADER S650	A3NV13049
	551A	72' SWEEPER	6707837
	551B	2010 BC HIFLOW MELROE PLA	231713323
	552	2011 KUBOTA LDR SVL90C	10267
	552A	MOWER DECK	
	553	JCB SKID STEER LOADER 320T	GEO320TVAB1747102
	554	2012 BOBCAT S650 SKID STEER LDR	A3NV15850
	555	2016 KUBOTA TRACK SKID STEER LD	30810
	559A	88 CLEARING RAKE - 950	
	563	88 CAT WHEEL LOADER 966C	76J5660
	571	07 JOHN DEERE 310J BACKHOE LOADER	T0310JX158444
	572	07 JOHN DEERE 310J BACKHOE LOADER	T0310JX138847
	594	1978 950 CAT LOADER	43J10338
	SEC19	79 SKID STEER LOADER RAKE	
	SE103	98 JOHN DEERE 244H LDR	T6244HX000078
600			
	672	USED KOMATSU D-61P DOZER	B1926

Weekley Asphalt Paving, Inc.

Equipment List

600	Equip #	Description	Serial #
	673	01 KOMATSU D41P-6 DOZER	B21604
	675	04 KOMATSU D-41P DOZER	B21359
	676	2013 CAT TRACTOR P5K2LGP	KYY00157
	SE108	99 KOMATSU D31P-20 DOZER	48766
700			
	770	04 HUBER MAINTAINER M850C	M850C02UEM1041
	776	HENRY DICK ROAD WIDENER HDBT-4	
	780	02 CATERPILLAR GRADER 12H	4XM02508
	781	CATERPILLAR 12G GRADER	61M12336
	783	96 REX SOIL STABILIZER HDS	HK427
	784	2011 TEREX RECLAIMER/STAB RS350	560216
800			
	830	94 MIDLAND ROAD WIDENER WA	234
	831	07 CAT AP800D ASP PAVER	A5P00206
	835	CAT ASPHALT PAVER AP800D	CATAP800EA5P00212
	836	09 CAT ASPHALT PAVER AP1000D	EAD00332
	839	05 CAT PAVER AP1000B	CATAP100JAGP00200
	840	14 CAT PAVER AP1000E	T1F00260
	841	14 CAT PAVER AP600D	TFZ00332
900			
	936	90 CORE DRILL/HMD TRL	
	947	90 ASPHALT HEATER	
	951	89 1 1/2 YD CONCRETE BKT	
	954	90 CLAMSHELL BUCKET 1 C.Y	
	957	08 ROLLING STRAIGHTEGE	
	971	89 LISTER GENERATOR	39524TS2E25004
	971A	24"" DW BASETANK	123940
	981	04 CASE 588G FORKLIFT	JG0291482
	982	07 TOYOTA FORKLIFT 8FGCU25 4500LB	14004
	1000	93 360000 BTU PRTBL PATCH	12049
	1001	99 VOLVO FORKS	C397-F420

Weekley Asphalt Paving, Inc.
Equipment List

900	Equip #	Description	Serial #
	1002	08 DIXIE CHOPPER	8078660
	1003	KUBOTA ZERO TURN MOWER W/60" DECK	12233
	1005	AIR COMPRESSOR MODEL 210	19544A
	1007	03 POLARIS 4X4	4XARD50A32D151645
	1010	07 BAD BOY BUGGY	BBE514B3875004069
	1011	2010 POLARIS	4XAWH76A1A2160252
	1013	TILLER	LPQRTA3576
	1021	MAGNUM LIGHT TOWER	S/N 030658
	1022	WACKER LIGHT PLANT	S/N 5257650
	1025	TRL MOUNTED PRESSURE CLNR	
	MH01	04WESTFIELD MOBILE HOME	GAFL307A51509WW31
	WAP76	ASPHALT CURBER	521
	WAP85	PRO MAC WALK BEHIND SAW	11016511
	WAP86	05 TARGET WALK BEHIND SAW	000000429260
	BR001	STORAGE TRAILER - 20'	OCS-230
	BR027	LINK BELT PILE HAMMER 520	520835

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REFERENCES

Florida Department of Transportation
Palm Beach Operations Center
7900 Forest Hill Blvd
West Palm Beach, FL 33414

Contact Person: Sri Mavanur, Project Administrator
Telephone: 305-796-0708
sm@cegroupfl.com

Project Information: SR-821 (PGA Blvd), Turnpike Interchange Improvements (MP 109)
Contract No. E8P93, FIN No. 429334-1-52-01 & 429334-4-52-01

Scope of Work: The Improvements under this Contract consist of widening, milling and resurfacing, curb and gutter, sidewalk, drainage improvements, signal improvements, signing and pavement marking, and intelligent transportation system components at the Florida's Turnpike Mainline Interchange with SR 786 (PGA Boulevard) at MP 109 in Palm Beach County.

Contract Amount: $1,627,382.52

Start Date: 11/2016
Completion Date: 04/2017

No. of Change Orders: 1

Within Budget: Yes

Owner's Name: Florida Department of Transportation
District 6
1000 NW 111th Avenue
Miami, FL 33172

Contact Person: Dru Badri, P.E., Construction Manager – North Dade Residency
Telephone: 305-401-1560
Dru.badri@dot.state.fl.us

Project Information: SR-953 / LeJeune Road from SW 2nd Street to NW 11th Street
Contract No. T6430, FIN #434769-1-52-01 & 434769-1-56-01

Scope of Work: The improvements consist of milling and resurfacing, driveways, curb and gutter construction, landscaping, lighting, signalization and preparation and implementation of Maintenance of Traffic. Improvements consist of intersection improvements along SR-953/LeJeune Rd from SW 2nd Street to NW 11th Street in Miami-Dade County.

Contract Amount: $1,525,970.08

Start Date: 06/2018
Completion Date: 03/2019

No. of Change Orders: 2

Within Budget: Yes

Owner's Name:	City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025
Contact Person:	Karl Kennedy, P.E., City Engineer Telephone: 954-518-9040 or 954-829-4507 kkennedy@ppines.com
Project Information:	2015-2016 Road Resurfacing Plan Phase I
Scope of Work:	The improvements consist of services for milling and resurfacing of various roads and replacement of thermoplastic pavement markings and signage.
Contract Amount:	$1,365,605.45
Start Date: Completion Date:	02/2017 10/2017
No. of Change Orders:	0
Within Budget:	Yes

Owner's Name:	City of Boca Raton 201 W Palmetto Park Blvd Boca Raton, FL 33432
Contact Person:	Elsa Tellez, Chief Construction Inspector Telephone: 561-239-0389 etellez@myboca.us
Project Information:	St Andrews Blvd Resurfacing and South Verde Trail Right Turn Lanes
Scope of Work:	The improvements consist of resurfacing on St. Andrews Blvd and the construction of two right turn lanes on South Verde Trail. St. Andrews Blvd resurfacing includes the milling and resurfacing of a 1.3 mile section of St. Andrews Blvd between Palmetto Park Road and Glades Road, construction of median modifications, drainage improvements, a new eight-foot wide pathway, repairs to existing pathways and minor ADA improvements.
Contract Amount:	$1,731,713.35
Start Date: Completion Date:	09/2017 02/2018
No. of Change Orders:	3
Within Budget:	Yes

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Owner's Name:	Town of Davie 6591 Orange Drive Davie, FL 33314
Contact Person:	Jonathan Vogt, Town Engineer Telephone: 954-797-1137 jonathan_vogt@davie-fl.gov
Project Information:	Davie Road Improvements, Phase II
Scope of Work:	The scope of the project includes construction of a new landscaped median, sidewalks, signalization, and new lighting as well as milling, resurfacing, and new pavement markings and signage to create a 4 lane divided roadway with bike lanes.
Contract Amount:	$2,559,835.88
Start Date: Completion Date:	04/2017 10/2018
No. of Change Orders:	2
Within Budget:	Yes

DocuSign Envelope ID: B2FEDF49-B96E-457C-AEDC-BE3854DD071D

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

DBA:
Business Name: WEEKLEY ASPHALT PAVING INC

Receipt #: 189-4834
Business Type: ALL OTHER TYPES CONTRACTOR (ASPHALT CONST)

Owner Name: WAYNE D WEEKLEY
Business Location: 20701 STIRLING RD
PEMBROKE PINES
Business Phone: 954-680-8005

Business Opened: 01/27/1994
State/County/Cert/Reg: CC-78-581
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		30		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

WAYNE D WEEKLEY
20701 STIRLING RD
PEMBROKE PINES, FL 33332

Receipt #1CP-20-00011497
Paid 07/27/2021 81.00
07/26/2021 Effective Date

2021 - 2022

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

BROWARD COUNTY, FLORIDA
CERTIFICATE OF COMPETENCY

CC# 3A MAJOR ROADS (ASPHALT AND CONCRETE PAVING FOR INTERSTATE, PRIMARY, SECONDARY, AND ARTERIAL ROADWAYS AND AIRPORTS AND WORK INCIDENTAL THERETO)
78-581
WEEKLEY, WAYNE D. - QUALIFYING
WEEKLEY ASPHALT PAVING INC
20701 STIRILING RD
PEMBROKE PINES FL 33332
EXPIRES 08/31/2023

Florida dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1518050 ISSUED: 05/14/2020
CERTIFIED GENERAL CONTRACTOR
WORKMAN, BARRY TOD
WEEKLEY ASPHALT PAVING INC

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2022

DocuSign Envelope ID: B2FEDF49-B96E-457C-AEDC-BE3854DD071D

Exhibit A Original Agreement

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA:
Business Name: WEEKLEY ASPHALT PAVING INC

Receipt #: 189-4834
Business Type: ALL OTHER TYPES CONTRACTOR (ASPHALT CONST)

Owner Name: WAYNE D WEEKLEY
Business Location: 20701 STIRLING RD
PEMBROKE PINES
Business Phone: 954-680-8005

Business Opened: 01/27/1994
State/County/Cert/Reg: CC-78-581
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		30		

For Vending Business Only						
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

WAYNE D WEEKLEY
20701 STIRLING RD
PEMBROKE PINES, FL 33332

Receipt #01B-19-00001833
Paid 08/10/2020 81.00

2020 - 2021

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

DocuSign Envelope ID: B2FEDF49-B96E-457C-AEDC-BE3854DD071D

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

Solicitation Number & Title: T-14-21, Asphaltic Concrete Pavement Surfacing Prime Contractor's Name: Weekley Asphalt Paving, Inc.

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount or %
Triple Nickel Paving, Inc. 1300 NW 18th Street, Pompano Beach, FL 33069	Michelene Baker 954-971-0984	Trucking and supply materials	20%

LOCAL BUSINESS EXHIBIT "A"

DocuSign Envelope ID: B2FEDF49-B96E-457C-AEDC-BE3854DD071D

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

Solicitation Number T-14-21

TO: Weekley Asphalt Paving, Inc.
(Name of Prime or General Bidder)

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

_____ an individual

✓ a corporation

_____ a partnership

_____ a joint venture

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

Trucking and supply materials

at the following price: 20%

09/09/2021
(Date)

Triple Nickel Paving, Inc.
(Print Name of Local Business Contractor)

1300 NW 18th Street
(Street Address)

Pompano Beach, FL 33069
(City, State Zip Code)

BY: _____
(Signature)

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

LOCAL BUSINESS EXHIBIT "B"

N/A

LOCAL BUSINESS EXHIBIT "C

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.

N/A

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: _____

_____

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LOCAL BUSINESS EXHIBIT “D” – Page 2

_____

_____

_____

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TIER 1/TIER 2 COMPLIANCE FORM

IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

TIER 1 LOCAL VENDOR

_____ My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

_____ My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

✓ My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

_____ My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

✓ My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

_____ My firm does not qualify as a Tier 2 Vendor.

I certify that the above information is true to the best of my knowledge.

09/09/2021
(Date)

Weekley Asphalt Paving, Inc.
(Name of Firm)

BY: _____
(Name)
Daniel D. Weekley, President

DocuSign Envelope ID: B2FEDF49-B96E-457C-AEDC-BE3854DD071D

BID BOND

STATE OF FLORIDA)
ss
)

KNOW ALL MEN BY THESE PRESENTS, that we , Weekley Asphalt Paving, Inc.

_____ as principal, and

Western Surety Company

hereinafter called Surety, are held and firmly bound unto The City of Pompano Beach, Pompano Beach, Florida, a political subdivision of the State of Florida, and represented by its City Commission hereinafter called OWNER, in the sum of Five percent of bid amount Dollars ($ 5% of bid amount) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigned, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

(Bid Name) Asphaltic Concrete Pavement Surfacing - T-14-21

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that is the Principal within 10 consecutive calendar days after written notice of such award being given to Principal, enters into the contract to such award and gives a Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; in the event of the failure of Principal to enter into such contract and bond, the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay the sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the said Weekley Asphalt Paving, Inc.,
as Principal herein, has caused these presents to be signed in the name by its President
and attested by its Secretary under its corporate seal,
and the said Western Surety Company
as Surety herein, has caused these presents to be signed in its name by
its attorney-in-fact and resident agent
under its corporate seal, this 15th day of September A.D. 2021
(year)

Signed, sealed and delivered in
the presence of:

Wayne D. Weekley, Secretary
As to Principal

Weekley Asphalt Paving, Inc.
Principal -

By: Daniel D. Weekley, President

John Ricone - Witness

Surety
By: Francys Tolon
Attorney-in-Fact
(Power-of-Attorney to be attached)
By: Francys Tolon
Resident Agent
Francys Tolon - Attorney-in-Fact

END OF SECTION

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Richard A Rodriguez, Lisette Rodriguez, Jose M Sardinas, Francys E Tolon, Individually

of Coconut Grove, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of August, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 3rd day of August, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of September, 2021.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

DocuSign Envelope ID: B2FEDF49-B96E-457C-AEDC-BE3854DD071D

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/9/2021

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	CONTACT NAME: Francys Tolon	
Commercial Lines - (305) 443-4886 USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	PHONE (A/C, No, Ext): 786.785.1126	FAX (A/C, No): 7862649232
	E-MAIL ADDRESS: francys.tolon@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Old Republic Insurance Company	24147
INSURED Weekley Asphalt Paving, Inc. 20701 Stirling Road Pembroke Pines FL 33332	INSURER B: Certain Underwriters at Lloyds of London	
	INSURER C: AGCS Marine Insurance Company	22837
	INSURER D: Hallmark Specialty Insurance Company	26808
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15433319 **REVISION NUMBER:** See below

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X		MWZY 312426 21	3/1/2021	3/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB 312425 21	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB [ ] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			SCX1011421	3/1/2021	3/1/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC 312427 21	3/1/2021	3/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased & Rented Equipment			MXI93071287	3/1/2021	3/1/2022	L&R Equipment $200,000 Deductible $5,000	

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

RE: Bid No: T-14-21 - Asphaltic Concrete Pavement Surfacing

City of Pompano Beach is listed as an additional insured with respects to the general liability coverage as required by written contract.

CERTIFICATE HOLDER

City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach FL 33060

CANCELLATION

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

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Client Code: WEEKLASP

SID: 15433319

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
D	Excess Liability			77HX219720	3/1/2021	3/1/2022	3,000,000 Each Occurrence 3,000,000 Aggregate

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 AND DIRECTIVES.

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. Change Orders: 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. Change Directives: 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 (l%) 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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/23/2023

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	CONTACT NAME: Francys Tolon	
Commercial Lines - (305) 443-4886 USI Insurance Services LLC 201 Alhambra Circle, Suite 1205 Coral Gables, FL 33134	PHONE (A/C, No, Ext): 786.785.1126	FAX (A/C, No): 7862649232
	E-MAIL ADDRESS: francys.tolon@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Old Republic Insurance Company	24147
INSURED Weekley Asphalt Paving, Inc. 20701 Stirling Road Pembroke Pines FL 33332	INSURER B : Certain Underwriters at Lloyds of London	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 15690006 **REVISION NUMBER:** See below

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			MWZY31242623	3/1/2023	3/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB31242523	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			SCX1011423	3/1/2023	3/1/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC31242723	3/1/2023	3/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: Construction Management Risk Contract Services - T-12-15 City of Pompano Beach is listed as an additional insured with respects to the general liability policy. Thirty (30) days notice of cancellation will be provided to certificate holder.

APPROVED
By Edgar P. Alba at 2:42 pm, Apr 12, 2023

CERTIFICATE HOLDER

City of Pompano Beach
1190 NE 3rd Avenue
Building C (Front)
Pompano Beach FL 33060

CANCELLATION

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

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RESOLUTION NO. 2023- 139

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONSTRUCTION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND WEEKLEY ASPHALT PAVING, INC. FOR ASPHALTIC CONCRETE PAVEMENT SURFACING; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Construction Agreement between the City of Pompano Beach and Weekley Asphalt Paving, Inc. for asphaltic concrete pavement surfacing, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Weekley Asphalt Paving, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 25th day of April, 2023.

DocuSigned by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Kervin Alfred
D1C913A8ED334CA...

KERVIN ALFRED, CITY CLERK

DocuSigned by:

/jrm
4/18/23
I:reso/2023-153

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CONSTRUCTION AGREEMENT No. 1843

THIS AGREEMENT is dated May 1, 2023 by and between CITY OF POMPANO BEACH, FLORIDA (hereinafter called OWNER) and WEEKLEY ASPHALT PAVING, 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:

Asphaltic Concrete Pavement Surfacing

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: T-14-21.

Article 2. INTENTIONALLY OMMITTED.

Article 3. CONTRACT TIME

This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both Parties.

In the event the OWNER determines the CONTRACTOR to be in full compliance with this Agreement and CONTRACTOR'S performance thereunder to be satisfactory, then OWNER with Commission Approval, shall have the option to renew this Agreement up to three (3) one (1) year terms upon the written consent of both OWNER and CONTRACTOR.

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

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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. PARTIES 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 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 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:

CONTRACTOR shall charge OWNER for services per the line item break down specified within Exhibit A. Services for the term of this Agreement shall not exceed one million nine hundred forty-six thousand eight hundred and ninety-five dollars ($1,946,895.00). Pricing shall remain firm for the initial period of this Agreement.

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.

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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

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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 for Bid (IFB), including, but not limited to, original IFB, general conditions, specifications, drawings, exhibits to the IFB, 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 IFB and this Agreement

Exhibit "B" – EXHIBIT "B" GENERAL 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) This Agreement
b) Exhibit "B", General Conditions
c) Exhibit "A", IFB, addenda and documentation

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

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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.

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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

DocuSigned by:
Kervin Alfred
D1C913A8ED334CA...
KERVIN ALFRED, CITY CLERK

By: DocuSigned by:
Rex Hardin
502CB780EB3F480...
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By: DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...
GREGORY P. HARRISON, CITY MANAGER

DocuSigned by:
Mark E. Berman
343B0B2C81D9424...
MARK E. BERMAN, CITY ATTORNEY

(SEAL)

DocuSigned by:



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"CONTRACTOR"

Witnesses:

Tracie Romero

Tracie Romero
(Print or Type Name)

Kimberly Callen

Kimberly Callen
(Print or Type Name)

Weekley Asphalt Paving, Inc.

By: _____
Daniel D. Weekley, President

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or □ online notarization this 18 day of April, 2023, by Daniel D. Weekley as President of Weekley Asphalt Paving, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

KELLY M. REED
Commission # GG 359501
Expires July 28, 2023
Bonded Thru Budget Notary S.

Kelly M. Reed
NOTARY PUBLIC, STATE OF FLORIDA

Kelly M. Reed
(Name of Acknowledger Typed, Printed or Stamped)

GG359501
Commission Number

Florida's Warmest Welcome

INVITATION TO BID
T-14-21

ASPHALTIC CONCRETE PAVEMENT SURFACING

OPENING: SEPTEMBER 15, 2021, 2:00:00 P.M.

Virtual Zoom Meeting
For access go to:

https://pompanobeachfl.gov/pages/meetings

Issued: August 19, 2021

INVITATION TO BID

The City of Pompano Beach (the "City") will receive sealed bids for Invitation to Bid (ITB) **T-14-21, Asphaltic Concrete Pavement Surfacing** until **2:00:00 p.m. local), September 15, 2021.** Bids must be submitted electronically through the eBid System on or before the due date and time stated herein. A list of Bidders will be read aloud in a public forum. Bid openings are open to the public. All Bidders and/or their representatives are invited to be present. 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.

Bidder must be registered on the City's eBid System in order to view the ITB 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. 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.

INTRODUCTION

The project consists of furnishing all labor, equipment, tools, and materials for the milling of existing asphalt, placement of tack coat and plant mix asphaltic concrete, compacted to the lines and grades established by Public Works in the City's streets, alleys, rights-of-way and within City-owned property, as needed, when needed.

A. INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a bid directly to 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 City (on the basis of City's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the ITB, and the proposed Contract Documents (including all addenda issued prior to receipt of bids).

2. COPIES OF BIDDING DOCUMENTS

a. Complete sets of the Bidding Documents may be obtained from the City of Pompano Beach website at no charge.

b. Complete sets of Bidding Documents must be used in preparing bids; the City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

c. City, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the work, and to be considered for award, each Bidder must submit written evidence, such as previous experience, present commitments and other such data as may be called for in this document.

4. PUBLIC ENTITY CRIMES

In accordance with Florida State Statute 287.133 (2)(a): 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 s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5. DRUG FREE WORKPLACE

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

6. ANTI-KICKBACK ACT

The Awarded Bidder must comply with the Copeland “Anti-Kickback Act” (19 U.S.C. Section 874), as supplemented in U.S. Department of Labor Regulations (29 CFR, Part 3).

7. EXAMINATION OF CONTRACT DOCUMENTS AND SITES

a. It is the responsibility of each Bidder before submitting a bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the work, (c) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder’s observations with the Contract Documents, and (e) notify the City of all conflicts, errors or discrepancies in the Contract Documents.

b. Information and data reflected in the Contract Documents with respect to or contiguous to the site is based upon information and data furnished the City by owners of such facilities or others, and the City does not assume responsibility for accuracy or completeness thereof unless it is expressly provided otherwise.

c. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.

d. Before submitting a bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which 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 Contract Documents.

e. On request in advance, City will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for 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.

f. The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by City unless otherwise provided in the Contract Documents.

g. The electronic submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section and the General Conditions, that without exception the bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

8. INTERPRETATIONS 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 seven (7) calendar days before the scheduled bid deadline. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

If any addendum is issued to this 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 Purchasing Division at (954) 786-4098 to determine if any addendum was issued

and to make such addendum a part of its bid. Addendum will be posted in the eBid System.

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

9. BID SECURITY

a. Each bid must be accompanied by Bid Security made payable to City in an amount of five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified check, cashier's check, or a Bid Bond issued by a surety meeting the requirements stated herein. Bidder shall upload a copy of its Bid Bond or a copy of the certified check to the Response Attachments tab in the eBid System. The Awarded Bidder will be required to submit the original executed Bid Bond or cashier's check prior to the execution of the Contract and before the commencement of any work.

b. The Bid Security of the Awarded Bidder will be retained until such Bidder has executed the Contract and furnished the required contract security, (if provided as a cashier's check or bank officer's 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, City may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom City believes to have reasonable chance of receiving the award may be retained by City until a completed contract has been issued, whereupon Bid Security furnished by such Bidders will be returned.

c. The Bid Bond, if provided, shall be issued by a Company having a registered agent in the State of Florida. This check or bond shall be retained by the payee as liquidated damages should the Bidder refuse or fail to enter into a Contract with the payee for the execution of the work embraced in the bid, in the event the bid of the Bidder is accepted.

10. 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 set forth in the Attributes Tab of the City's eBid system.

11. LIQUIDATED DAMAGES

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

b. All Bidders must state in the Line Items the amount of consideration required by the Bidder in return for the Bidder's promise of indemnity contained in the General Conditions section of this ITB. The amount to be stated shall be no less than ten dollars $10.00.

12. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will 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.

13. SUBCONTRACTORS, SUPPLIERS AND OTHERS.

a. Each bid must identify the names and address 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 section. 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 such Subcontractor, Supplier, other persons or organization, if requested by the City. If the City after due investigation 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 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 on the basis of 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.

14. BIDDER ACKOWLEDGEMENT

a. The Bidder Acknowledgement is included with this ITB.

b. All requested information on the Bidder Acknowledgement is to be provided electronically using the City's eBid System.

c. In case of discrepancy between unit prices and totals, unit prices will prevail.

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 or 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.

16. MODIFICATION AND WITHDRAWAL OF BIDS

a. Bids may be modified or withdrawn at any time prior to the set 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 a Contractor defaults on a City Contract, the Contractor may be banned from doing business with the City for a period of thirty-six (36) months from the date of default.

17. OPENING OF BIDS

A list of Bidders will be read aloud in a public forum. Bidder pricing will be made public only when 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.

18. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

a. All bids will remain subject to acceptance for ninety (90) days after the day of the bid opening, 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 ninety (90) day period may be made only by mutual agreement between the City, the awarded Bidder, and the surety, if any, for the awarded Bidder.

19. AWARD OF CONTRACT

a. 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. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum therefore will be resolved in favor of the correct sum.

b. In evaluating bids, the City will consider the qualifications of the Bidders, 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 form or prior to the Notice of Award.

c. 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.

d. 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 Documents to the City's satisfaction within the prescribed time.

e. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by the City indicates to the City that the award will be in the best interests of the Project.

f. If the contract is to be awarded, the City will give the awarded Bidder a Notice of Award within ninety (90) days after the day of the bid opening.

20. CONTRACT SECURITY

When the Awarded Bidder delivers the executed Contract to the City, it must be accompanied by the required Performance and Payment Bonds.

21. SIGNING OF CONTRACT

When the City gives a Notice of Award to the Awarded Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Contract and attached documents to the City with the required Bonds. Within fifteen (15) days thereafter the City shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

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.

23. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any Contractor is considered a violation of Section 8 CFR 274a.2 of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract.

24. NON-DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under the Contract. Included as applicable activities by the Contractor under this section are the ITB for, or purchase of, goods or services, or the subcontracting of work in performance of the Contract.

25. OCCUPATIONAL HEALTH AND SAFETY

In compliance with Chapter 442, Florida Statues, any items included in the latest edition of "Florida Substance List", which are delivered from a Contract resulting from this ITB, must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency 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 substance, including:

   i. The potential for fire, explosion, corrosiveness, and reactivity;

   ii. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

   iii. The primary routes of entry and symptoms of overexposure.

c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

d. The emergency procedure for spills, fire disposal, and first aid.

e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

f. The year and month, if available, 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 chapter 442 of Florida Statutes should be directed to:

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

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

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

26. WASTE REMOVAL SERVICES

The City has contracted with Waste Management Inc. of Florida for residential and commercial solid waste collection and disposal services. The City has granted to Waste Management Inc. of Florida 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 Waste Management Inc. of Florida 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 Waste Management Inc. of Florida, which may be contacted directly for dumpsters and/or roll-offs at:

Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073
(954) 974-7500

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27. PERMITS AND FEES

The Contractor awarded the project, which is the scope of this 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 indicated 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 Bwd. Cty. Bd. of Rules & Appeals	Building Inspection	$0.60 per $1,000 valuation
Surcharge Fla. Statute 553.721	Building Inspection	1.5% of permit fees, minimum $2.00
Surcharge Fla. Statute 468.631	Building Inspection	1.5% of permit fees, minimum $2.00

B. BIDDER'S RESPONSIVENESS AND RESPONSIBILITY

Award of ITB shall be to the lowest responsive and responsible Bidder. In determining the lowest responsive and responsible Bidder and that purchase or contract that will best serve the interests of the City, the Commission, City Manager, and General Services Director, as appropriate shall consider, but shall not be limited to, in addition to price the following:

1. Responsiveness:

Each bid shall be reviewed in accordance with the conditions provided herein. If a Bidder fails to satisfy these conditions, the bid shall be deemed non-responsive by the City and not considered for further review.

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 Purchasing Division. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. The City reserves the right, if it deems reasonable, during down times of the eBid System to accept bids through alternate means. Bidders shall contact the Purchasing representative at 954-786-4098 in such a case for special permission.

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

   The bid security of the Awarded Bidder will be retained until such Bidder has executed the Contract and furnished (if required) contract security, (if provided as a cashier's check or certified check), whereupon the bid security will be returned. 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, City may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of other Bidders whom City believes to have 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.

   The executed Bid Bond, if provided, shall be issued by an entity having 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 three (3) projects completed (final completion) within the last three (3) years. Each project must be within the continental

United States and must have been in the amount of two hundred thousand dollars ($200,000.00) each or more, and of similar complexity and scope.

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

ii. At least one verifiable client reference for each project described previously. Bidder must provide the client name, client phone number, and client 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 Construction Bid Form.

e. Have a satisfactory past and/or current performance record - based on the information gathered by the City regarding Bidder 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 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. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post Bid Opening, and prior to award that demonstrated 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, financial resources and be otherwise qualified and eligible to perform the work under applicable laws and regulations.

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

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the Contract, the Prime Contractor/Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the Contract. This documentation shall be provided to the 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 "unsatisfactory" compliance rating. Unsatisfactory ratings may impact 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 business 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 which 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 business 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 first option, the Tier 2 business will be given 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 geographic location of the business.

4. It is the responsibility of the Awarded Bidder/Contractor to comply with all Tier 1 & 2 guidelines. The Awarded Bidder/Contractor must ensure that all requirements are met before execution of a Contract.

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

Each bid requires a certified check or Bid Bond executed on the prescribed form, payable to the City of Pompano Beach, Florida, in an amount not less than five percent (5%) of the amount bid. Bidder shall upload a copy of its Bid Bond or a copy of the certified check to the Response Attachments tab in the eBid System. The Awarded Bidder/Contractor 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.

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. **Insurance is required for all bids.**

In order to perform public work, the Awarded Bidder shall, as applicable, hold or obtain such Contractor' and Business Licenses as required by State Statutes.

Before the Contract will be awarded for the work contemplated herein, the City will conduct such investigation as is necessary to determine the performance record and ability of the apparent lowest Bidder to perform the size and type of work specified under the Contract Documents, and to postpone the award of the Contract for a period of time which, however, shall not exceed ninety (90) Days from the bid opening date.

D. BIDDER ACKNOWLEDGEMENT

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

2. Bidder accepts all of the terms and conditions of the ITB and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This bid will remain subject to acceptance for ninety (90) Days after the Bid Opening. Bidder will sign and submit

the Contract with the bonds and other documents required by Bidding Requirements within ten (10) days after the date of City's Notice of Award.

3. In submitting this 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 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.

   c. Bidder has studied carefully all reports and drawings of physical conditions, which 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 Contract 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 Contract 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 are 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 Contract 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 Contract Documents.

   g. Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract 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.

4. Bidder agrees that the construction of the Project will be substantially complete within ninety (90) calendar days after the date when the Contract Time commences to run as provided in the General Conditions, and completed and ready for final payment within thirty (30) calendar days after the date when the Contract Time commences to run.

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

5. Bidder agrees that all Federal, State and Local sales and use taxes are included in the stated Bid Prices for the work.

6. Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the unit prices herein (if applicable) represent a true measure of the labor, materials, equipment and any other incidentals required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

8. The Bid Line item pricing includes all the necessary excavation, backfill, grading, restoration, and removal of materials attendant upon the construction of the work, complete in place, and the disposal of all excess materials, and the final cleaning up of the work.

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.

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

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?

_____

10.2 State of Florida Contractor's license #_____

Broward County Certificate of Competency #:_____
Expiration Date: _____

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

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

_____

_____

10.5 List all work performed over the last year.

Project Name _____

Owner's Name _____

Owner's Address _____

_____

Phone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

(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 _____

Owner's Name _____

Owner's Address _____

_____

Phone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

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.

NAME	ADDRESS	TELEPHONE	CONTACT PERSON

10.8 Have you personally inspected the proposed work and have you a complete plan for its performance?

_____

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	NAME AND ADDRESS OF SUBCONTRACTOR

(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 _____

(b) Percent manhours to be performed by Contractor's permanent staff _____

(c) Percent manhours to be performed by direct hire employees _____

(d) Percent manhours to be performed by Subcontractors _____

11. Equipment

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

_____

_____

11.1 What equipment will you rent for the proposed work?

_____

_____

11.2 What equipment will you purchase for the proposed work?

_____

_____

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE BID IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

12. Conflict of Interest

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". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

13. VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Proposer's Name: _____

Vendor FEIN: _____

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of the Proposer, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify

☐

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REQUESTED CERTIFICATION BELOW IS ON THE ATTRIBUTES TAB FOR THE BID IN THE EBID SYSTEM. THIS INFORMATION MUST BE PROVIDED ELECTRONICALLY.

STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Florida Statutes, Section 287.087. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____ _____
CONTRACTOR'S SIGNATURE CONTRACTOR'S PRINTED NAME

Date: _____

E. AWARD AND POST AWARD

The Awarded Bidder will receive an automatically generated notice from the system or an email notification from the City's Purchasing Division.

City reserves the right to postpone the award of the Contract for a period of time which shall not exceed ninety (90) Calendar Days from the Bid Opening 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 representative from an authorized agent of the Bidder shall be considered a written binding acceptance of the postponement time.

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 his 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, Performance and Payment Bonds are required. Performance and Payment Bonds must be recorded with Broward County. Insurance is required for all bids.**

F. LINE ITEMS

See Exhibit "Line Items" in the Attachments tab of the City's eBid system. Prices are to be entered in the Line Items tab of the eBid system.

G. SPECIFICATIONS

See Exhibit "Specifications" in the Attachments tab of the City's eBid system

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General Conditions of the Contract

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.

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 Consultant’s Contract 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 registered mail or other traceable delivery service to the last business address known to him who gives notice. Electronic, Fax or other telephonic transmission shall not 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. CITYSHIP 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 ten million dollars ($10,000,000), 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 ten million dollars ($10,000,000) 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 multi-phased 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 one hundred-fifty percent (150%) 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 CONTRACTER.

11.01 The Owner may withhold as retainage five percent (5%) of the payment owed to the Contractor until fifty percent (50%) completion of the Project. After fifty-percent (50%) completion is reached the owner may reduce the retainage withheld from each subsequent progress payment.

11.01.01 Fifty-percent (50%) completion shall be defined in the Contract Documents. If not defined, fifty percent (50%) completion shall be the point at which the Owner has expended fifty percent (50%) of the total cost of the construction services purchased with all costs associated with existing change orders and any other additions or modifications to the construction services provided for in the Contract Documents.

11.01.02 After fifty percent (50%) completion of the Project, the Contractor may present to the Owner an Application for Payment of up to one-half (1/2) of the retainage retained by the Owner prior to the fifty-percent completion date.

The Owner shall promptly make such payment unless the Owner has grounds for withholding the payment retainage as provided herein.

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. CONTRACTER'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 CITY.

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 CONTRACTER.

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. CONTRACTER'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 changes 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 CITY’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 Contract 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 Contract 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 ten percent (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 one hundred percent (100%) of the contract amount, a sum of one percent (l%) 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 (10%) of the original construction contract amount, not to exceed seventy-five thousand dollars ($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 one hundred twenty (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 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 one dollar ($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 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 Contract, 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 dollars ($10.00), 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 Contract and pursuant to Florida Statute 725.06 be incorporated by reference into any and all Bid Documentation or Specifications.

ARTICLE 38. TERMINATION BY THE CONTRACTER.

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. CITY'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 CITY.

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 seven (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) days 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 one million dollars ($1,000,000) for injury or death to any one person and not less than two million dollars ($2,000,000) each occurrence; and shall carry insurance against property damage in limits of not less than one million dollars ($1,000,000) per claimant and two million dollars ($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 one million dollars ($1,000,000) per occurrence, two million dollars ($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.

41.07 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.

41.08 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.

41.09 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.

41.10 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.

41.11 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 two million dollars ($2,000,000) 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 awarded and non-awarded 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 five (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 ten percent 10% 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 Contract 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

City of Pompano Beach Florida

Local Business Subcontractor Utilization Report

Project Name (1)		Contract Number and Work Order Number (if applicable) (2)	
Report Number (3)	Reporting Period (4) to	Local Business Contract Goal (5)	Estimated Contract Completion Date (6)
Contractor Name (7)		Contractor Telephone Number (8) ( ) -	Contractor Email Address (9)
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12) ( ) -	Project Manager Email Address (13)

Local Business Payment Report

Federal Identification Number (14)	**Local Subcontractor Business Name** (15)	**Description of Work** (16)	**Project Amount** (17)	**Amount Paid this Reporting Period** (18)	**Invoice Number** (19)	**Total Paid to Date** (20)
				Total Paid to Date for All Local Business Subcontractors (21) **$**		0.00

I certify that the above information is true to the best of my knowledge.

Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)

Local Business Subcontractor Utilization Report Instructions

Box (1) **Project Name –** Enter the entire name of the project.

Box (2) **Contract Number (work order) –** Enter the contract number and the work order number, if applicable.

Box (3) **Report Number -** Enter the Local Business Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).

Box (4) **Reporting Period -** Enter the beginning and end dates this report covers (i.e., 10/01/2016 – 11/01/2016).

Box (5) **Local Contract Goal -** Enter the Local Contract Goal percentage on entire contract.

Box (6) **Contract Completion Date -** Enter the expiration date of the contract, (not work the order).

Box (7) **Contractor Name -** Enter the complete legal business name of the Prime Contractor.

Box (8) **Contractor Telephone Number -** Enter the telephone number of the Prime Contractor.

Box (9) **Contractor Email Address -** Enter the email address of the Prime Contractor.

Box (10) **Contractor Street Address –** Enter the mailing address of the Prime Contractor.

Box (11) **Project Manager Name -** Enter the name of the Project Manager for the Prime Contractor on the project.

Box (12) **Project Manager Telephone Number –** Enter the direct telephone number of the Prime Contractor's Project Manager.

Box (13) **Project Manager Email Address –** Enter the email address of the Prime Contractor's Project Manager.

Box (14) **Federal Identification Number –** Enter the federal identification number of the Local Subcontractor(s).

Box (15) **Local Subcontractor Business Name** – Enter the complete legal business name of the Local Subcontractor(s).

Box (16) **Description of Work –** Enter the type of work being performed by the Local Subcontractor(s) (i.e., electrical services).

Box (17) **Project Amount –** Enter the dollar amount allocated to the Local Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).

Box (18) **Amount Paid this Reporting Period** – Enter the total amount paid to the Local Subcontractor(s) during the reporting period.

Box (19) **Invoice Number** – Enter the Local Subcontractor's invoice number related to the payment reported this period.

Box (20) **Total Paid to Date** – Enter the total amount paid to the Local Subcontractor(s) to date.

Box (21) **Total Paid to Date for All Local Subcontractor(s)** – Enter the total dollar amount paid to date to all Local Subcontractors listed on the report.

Box (22) **Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the Local Subcontractor Utilization Report.

Box (23) **Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the Local Subcontractor Utilization Report.

Box (24) **Title –** Enter the title of authorized employee completing the Local Subcontractor Utilization Report.

Box (25) **Date –** Enter the date of submission of the Local Subcontractor Utilization Report to the City.

LOCAL BUSINESS PARTICIPATION GOAL ANNOUNCEMENT

BID # _____

The City of Pompano Beach is **strongly committed** to ensuring the participation of City of Pompano Beach 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 bid package, the Local Business Participation Form (Exhibit "A"), and the Letter of Intent Form (Exhibit "B").

Bidders should utilize businesses that, for a minimum of one year, are physically located in the City of Pompano Beach with a current Business Tax Receipt, whose 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.

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 bid 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 Shop Pompano! section.

Bidders who are unable to meet the local business goals should also demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract.

The required goal for this bid is 10% for Local Businesses.

REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM AND SMALL BUSINESS ENTERPRISE FORM ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

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

Solicitation Number & Title: _____ Prime Contractor's Name: _____

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Materials to be Purchased	Contract Amount

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

Bid Number_____

TO: _____
(Name of Prime or General Bidder)

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

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

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

_____

_____

_____

_____

_____

_____

at the following price: _____

_____ _____
(Date) (Name of Local Business Contractor)

_____
(address)

_____
(address City, State Zip Code)

BY: _____
(Name)

LOCAL BUSINESS EXHIBIT "C
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

_____

_____

_____

BID BOND

STATE OF FLORIDA)
ss
)

KNOW ALL MEN BY THESE PRESENTS, that we , _____

_____ as principal, and

_____

hereinafter called Surety, are held and firmly bound unto The City of Pompano Beach, Pompano Beach, Florida, a political subdivision of the State of Florida, and represented by its City Commission hereinafter called OWNER, in the sum of _____ Dollars ($ _____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigned, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

(Bid Name) _____

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that is the Principal within 10 consecutive calendar days after written notice of such award being given to Principal, enters into the contract to such award and gives a Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; in the event of the failure of Principal to enter into such contract and bond, the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay the sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the said _____,

as Principal herein, has caused these presents to be signed in the name by its _____

_____ and attested by its _____ under its corporate seal,

and the said _____

_____ as Surety herein, has caused these presents to be signed in its name by

its _____

under its corporate seal, this _____ day of _____ A.D. _____ (year)

Signed, sealed and delivered in
the presence of:

_____
Principal -

_____ By: _____

_____
As to Principal

_____

Surety
_____ By:_____
Attorney-in-Fact
(Power-of-Attorney to be attached)
_____ By: _____
Resident Agent

END OF SECTION

SAMPLE AGREEMENT

THIS AGREEMENT is dated _____ by and between CITY OF POMPANO BEACH, FLORIDA (hereinafter called OWNER) and _____ (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: _____

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: (Bid Name) _____.

Article 2. ENGINEER

The Project has been designed by _____ 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 two hundred and 00/100 dollars ($200.00) 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 one hundred and 00/100 ($100.00) 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:

See BID PROPOSAL attached from bid/contract documents.

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.

10% 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 90% 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 for Bid (IFB), including, but not limited to, original IFB, general conditions, specifications, drawings, exhibits to the IFB, 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 IFB 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) This Agreement
b) Exhibit "B", General Conditions
c) Exhibit "C", Supplementary Conditions
d) Exhibit "A", IFB, addenda and documentation

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.

Witnesses:

CITY OF POMPANO BEACH

_____

By: _____
Rex Hardin, Mayor

_____

By: _____
Gregory P. Harrison, City Manager

Attest:

(SEAL)

_____
Asceleta Hammond, City Clerk

Approved as to form:

_____
Mark E. Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by **REX HARDIN**, as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

CONTRACTOR

_____
(Print name of company

Witnesses:

By:_____

_____

Print Name:_____

_____

Title:_____

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF }
} ss:
COUNTY OF }

On this _____ day of _____, _____, before me personally came and appeared _____, to me known to me to be the person described in and who executed the foregoing contract and acknowledged that he executed the same.

Witness my hand and official notarial seal at _____ _____ the day and year above written.

_____
Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF }
} ss:
COUNTY OF }

On this _____ day of _____, _____, before me personally came and appeared _____, known to me to be one of the members of the partnership of _____ _____ described in and who executed the foregoing instrument and he acknowledged that he executed the same on behalf of said partnership and that same is the act and deed of said partnership.

Witness my hand and official notarial seal at _____ _____ the day and year above written.

_____
Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF }
} ss:
COUNTY OF }

On this _____ day of _____, _____, before me personally came and appeared _____,
to me known, who, being by me duly sworn, did depose and say that he resides at _____
_____, that he is the _____
of _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that he is the proper official of said corporation designated to execute such contract, that he has authority so to do, that he executed same for and in behalf of said corporation, and this his act is the act and deed of said corporation.

Witness my hand and official notarial seal at _____
_____ the day and year above written.

_____
Notary Public

My Commission Expires: _____

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

END OF SECTION

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SPECIFICATIONS

1. GENERAL:

At time of award of Contract, the City reserves the right to set a maximum dollar limit that may be expended on its street resurfacing program. Contract quantities may be reduced or increased to maintain the contract amount within this established limit. It is the intent of this Contract to spend all City funds allocated to this project. Some items may be deleted entirely and the related money amount may be added to other items.

All work shall be scheduled through the Office of the City Public Works, Streets Department. An official departmental notification form (work Order) will be sent (mailed and faxed) to the Contractor containing the date, time, location sketch, and amount of work to be done as one job or work-order. This form will be the authorization to start work. The Contractor shall commence each authorized portion of work within ten (10) business days of notification. Upon notification and prior to commencing work, the Contractor and the Streets Superintendent shall reach an agreement as to the reasonable number of working days that will be required for the specific amount of work ordered (unless the notification form states the number of working days to be allowed). The work shall be completed within the number of working days agreed upon between the Streets Superintendent and Contractor, subject to extensions allowed by the Streets Department due to unfavorable weather or other allowable causes substantiated by the Contractor.

Failure to complete the projects of any work order within the reasonable agreed number of working days shall subject the Contractor to pay penalty Liquidated Damages as specified in the Contract. These amounts will be applied (subtracted) to the Contractor's pay request.

The work under this Contract shall consist of furnishing all labor, materials, equipment and incidentals necessary for milling existing asphalt, placing tack coat and plant mix asphaltic concrete, compacted to the lines and grades established by Public Works in the City's streets, alleys, rights-of-way and within City-owned property, as needed, when needed. The job mix formula for each type of asphalt is to be approved by the Streets Superintendent. The plant mix asphalt for this work shall meet this formula within tolerances as specified by the State of Florida Department of Transportation.

The work shall consist of surfacing newly constructed rock pavement and the resurfacing of existing pavement. Asphalt thickness shall be as determined by the Streets Department. All work and materials shall be in accordance with the City's Construction Standards and Specifications except where stated otherwise herein.

In Items 1 through 4, if reclaimed asphalt is not available, the Contractor shall furnish asphalt mixes using all virgin materials at the Bid Prices for these items. The Contract price per ton or per square yard of asphaltic concrete includes all the necessary pavement brushing, maintenance of traffic, construction of work in place, cut-backs, saw-cutting keyway in existing asphalt, removal and disposal of excess materials and the final cleaning up of the work. Cut-backs shall be approximately three inches (3") from edge of asphalt.

The application of tack coat is not included in Item 1 through 6. All tack coat applications will be paid for under Item 7, and shall be applied to all resurfacing areas unless specifically directed otherwise by Public Works. Contractor must take photograph (or video) of the work area prior to start of any work. A copy of the photographs (or video) shall be provided to the City's Inspector for the record.

2. INSPECTION OVERTIME COSTS:

Provisions of the Construction Standards and Specifications, under paragraphs 5-99 and 5-101, define "working day," hours in a working day, and the definition of "overtime."

The normal work hours for the City's Public Works Inspectors are 7:00 A.M. – 5:30 P.M., with ½ hour lunch, Monday through Thursday, except holidays. No Contractor will be permitted to work more than ten (10) hours per day on work requiring inspection without written approval by Public Works. Requests for permission to work overtime shall be in writing from the Contractor and shall indicate the Contractor's commitment to pay the inspection charge for overtime. When approved, overtime inspection costs will be billed to the Contractor on a monthly basis. The inspection overtime rate for all contracts is currently seventy-five dollars ($75.00) per hour, subject to future adjustment by the City. No final payment request will be processed until ALL inspection overtime charges have been paid. Inspection overtime charges shall NOT be deducted from partial payment requests. The Contractor must submit payment in full by corporate check or money order to satisfy charges rendered for this service.

3. BASIS OF PAYMENT (Asphaltic Concrete, unit line items #1, #2, #3 and #4):

The bid Price for the asphalt mix shall include the cost of liquid asphalt. There will be no separate payment for the bituminous material in the asphalt mix. Should it become necessary to increase the percentage of asphalt to satisfy the job mix formula (e.g., the minimum effective asphalt content) or other requirements of the specifications, no additional compensation will be made. Asphalt installed in excess of required thickness shall be removed and reinstalled at Contractor's expense.

Calculations will be based on a minimum effective asphalt content of five percent (5%) for Type S-1 and 5.5 percent for Type III, respectively.

4. CONTRACT PERIOD

The initial Contract period shall be one (1) year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this Contract for four (4) additional one-year periods subject to contractor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of this Contract, and any renewal period. Renewals may be approved and executed by the City Manager or the City Manger's designee.

In the event service is scheduled to end because of the expiration of this Contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

5. ESCALATION AND DE-ESCALATION DURING RENEWAL:

Upon the anniversary date of each renewal period, the Awarded Bidder may submit a requested price increase per individual item unit cost to the Purchasing Division in writing, ninety (90) days prior to the renewal period. The City will consider such price increase based on the most recent Consumer Price Index (CPI) and proof of a manufacturer's price increase. If the most

recent CPI or market reflects a de-escalation of prices, the Awarded Bidder will extend such prices.

The City reserves the right to accept or reject the price increase and may choose to re-bid the Contract if it is deemed to be in the best interest of the City. The Contract will be extended ninety (90) days beyond the Contract Expiration Date, if needed. Bidders agree to this extension when they sign their bid document for the initial period.

6. SAMPLING DEVICE ON TRANSPORT TANKS:

All transport tanks delivering bituminous materials shall be equipped with an approved spigot-type sampling device.

7. WORK SCHEDULING:

The work will be scheduled by work orders for different increments or jobs by the Streets Superintendent, at various times and places designated as City Projects or City Improvements. Any one job may be comprised of a continuous application of asphaltic concrete surface, or several separate but closely related applications in one locality. The sequence of the work shall be carried out in accordance with the instructions of the Streets Superintendent.

A letter of notification will be sent to the Contractor from the Streets Superintendent. This form will be the authorization to start work. The Contractor shall commence each authorized portion of work within ten (10) days of notification. Upon notification and prior to commencing work, the Contractor shall indicate to Public Works the number of working days that will be required for the specific amount of work ordered (unless the notification form states the number of work days to be allowed). The work shall be completed within the number of working days agreed between the Streets Superintendent and Contractor, subject to extensions allowed by the Streets Superintendent due to unfavorable weather or other allowable causes substantiated by the Contractor.

The Contractor shall dispatch one, or multiple crews (under one work order) to work within the City limits at a time. The working hours are 7:00 AM to 5:30 PM only (unless specifically agreed to by the City). Once the Contractor starts work on a work order, the Contractor shall remain on the job for the necessary number of consecutive working days until it is completed. The Streets Superintendent shall determine when the work order is completed.

8. PREPARATION:

Preparation shall be in accordance with the City's Construction Standards and Specifications except newly constructed rock base to be asphalt surfaced may or may not be primed and sanded by others. In either case, prior to the application of the surface course, all loose material, existing R.P.M., dust, dirt and all foreign material, which might prevent proper bonding with the existing surface shall be removed to the full width by means of approved mechanical sweepers, power vacuum, and supplemented by hand sweeping if required. The City will be responsible for doing the cut-backs. Apply prime coats, tack coats and hot-mix asphaltic concrete only when weather conditions and the condition of the surface are suitable.

9. TACK COAT:

Tack coat shall be applied to all existing pavement surfaces unless directed otherwise (in writing) by the City, and shall be paid for at the unit price bid per gallon for tack coat. Type of material, rate of application, method of application and equipment shall be as set forth in Section 80 of Construction Standards and Specifications of the City of Pompano Beach. Alternate tack coat material may be any of the following: Emulsified Asphalt, Grades RS-2, CRS-2, SS-1, CSS-1, SS-1H, CSS-1H, AE-60, AE-90, AE-150, CRS-2H or Asphalt Emulsion (AEP) meeting the requirements of Section 916-4, or Emulsion Prime (RS type) meeting the requirements of Section 916-5 of the Florida D.O.T. "Standard Specifications for Road and Bridge Construction", 2000. Equipment shall conform to the requirements of Section 300-3 and application of tack coat shall conform with Section 300-7 of said specifications. Tack coat materials specified above shall not be diluted prior to use. The Streets Superintendent will require appropriate tests of materials, and will determine the times and locations.

10. PRIME COAT:

The material used for prime coat shall be cut-back Asphalt Grade RC-70 or RC-250 meeting the requirements of D.O.T. 916-2, Emulsified Asphalt Grades SS-1 or CSS-1, SS-1H or CSS-1H diluted in equal proportion with water; Asphalt Emulsified Asphalt grade AE-60, AE-90, AE-150 or AE-200 diluted at the ratio of six (6) parts emulsified asphalt to four (4) parts water; special MS-Emulsion diluted at the ratio of six (6) parts emulsified asphalt to four (4) parts water; Asphalt Emulsion Prime (AEP) meeting the requirements of D.O.T. 916-4, Emulsion Prime (RS Type) meeting the requirements of D.O.T. 916-5, or other types and grades of bituminous material, which may be called for in the plans.

The Contractor may select any of the specified bituminous materials unless the plans indicate the use of a specific material. Types and Grades of bituminous material, other than those previously specified, may be allowed if it can be shown that the alternate material will properly perform the function of prime coat material.

11. COVER MATERIAL FOR PRIME COAT:

If an emulsified asphalt is used for prime coat, Public Works may require that cover material be hot-asphalt coated [mix to contain from two percent (2%) to four percent (4%) asphalt cement] if necessary to achieve a prime coat, which will remain reasonably intact until the surface course is placed.

If material other than emulsified asphalt is used for the prime coat, the cover material shall be either sand (bare of hot asphalt coated) or screenings, at the Contractor's option. The sand shall be non-plastic and free from any appreciable amount of silt, clay balls and root particles, and from any noticeable sticks, trash, vegetation or other organic matter. Screening shall be as specified in D.O.T. 902-5.

12. PRESSURE DISTRIBUTOR:

Tack coat and prime coat shall be placed with a pressure distributor, which shall be equipped with pneumatic tires having a sufficient width of rubber in contact with the road surface to avoid breaking the bond or forming a rut in the surface. The distance between the centers of openings of the outside nozzles of the spray bar shall be equal to the width of the application required within an allowable variation of two inches.

The outside nozzle at each end of the spray bar shall have an area of opening not less than twenty-five percent (25%) and not more than seventy-five percent (75%) in excess of the other nozzles. All other nozzles shall have uniform openings. When the application covers less than the full width, the normal opening of the end nozzle at the junction line may remain the same as those of the interior nozzles.

13. CLEANING BASE AND PROTECTION OF ADJACENT WORK:

Before any bituminous material is applied, all loose material, dust, dirt, caked clay and other foreign material, which might prevent proper bond with the existing surface, shall be removed for the full width of the application by approved mechanical sweepers and power vacuum. Particular care shall be taken in cleaning the outer edges of the strip to be treated, to ensure that the prime or tack coat will adhere.

When the prime or tack coat is applied adjacent to curb and gutter, valley gutter or any other concrete surfaces, such concrete surfaces (except where they are to be covered with heavy paper, or otherwise protected as approved by Public Works, while the prime or tack coat is being applied. Any bituminous material deposited on such concrete surfaces shall be removed.

14. TEMPERATURE SENSING DEVICE ON TRANSPORT TANKS:

All transport tanks delivering bituminous materials shall be equipped with an approved dial type thermometer. The thermometer shall have a temperature range from 50°F to 500°F in 25°F increments with minimum dial diameter of two inches (2”).

The thermometer shall be located near the midpoint in length and within the middle third of the height of the tank and be enclosed in a well with a protective window or by other means as necessary to keep the instrument clean and in the proper working condition.

The measurement shall be based on a temperature of 60°F, and correction for temperature shall be made by increasing or decreasing the volume actually measured as specified in section 300-8.7 of the Florida D.O.T. 1991.

15. UTILITY BOX ADJUSTMENTS:

The Contractor is responsible for adjusting (raising and lowering) all City's valve boxes and (raising) all City's manholes and inlets as per line items 14, 15, and 16. Manholes that are higher than existing grade will be adjusted (lowered) by City forces.

Manhole castings are to have the capability of expanding to precisely fit each manhole frame. This feature allows for any dimensional variances. Single-bolt split ring with four (4) bolt construction.

a. Cast Ductile Iron Base
b. Fabricated Steel Back Support
c. Steel Reinforcing Bar: Cold rolled steel bar welded to upper edge of the steel back prevents bending and deterioration from an H-20 wheel loading or repeated removal and insertion of the manhole cover.
d. Stainless Steel Expansion and Elevating Bolts
e. Vinyl Gasket
f. Safe Tite Seal: An advanced polymer lining bonded to the outside walls of the extension ring, which grips the original manhole frame. This allows for shock to be evenly dispersed without loosening the bond.

All other utility boxes shall be adjusted by the respective utility company. In locations where adjustment has not been performed, it shall be the Contractor's responsibility to lay a bond-breaker material over the utility box before resurfacing, then remove the fresh asphalt placed over the utility box access hole after resurfacing.

The City reserves the right to reject work where utility boxes are covered over.

16. APPLICATION OF PRIME COAT:

The surface to be primed shall be clean and the moisture content of the base shall not exceed ninety percent (90%) of the optimum moisture. The temperature of the prime material shall be between 100°F and 150°F. The actual temperature shall be that which will insure uniform distribution, and will be designated by Public Works. The material shall be applied by means of a pressure distributor. The amount to be applied will be dependent on the character of the surface and shall be sufficient to coat the surface thoroughly and uniformly, with no excess.

The rate of application shall be not less than 0.10 gallon per square yard, unless a lower rate is directed by the Public Works' designee.

If so required by Public Works, the base shall be lightly sprinkled with water and rolled with a traffic roller, in advance of the application of the prime.

If warranted by traffic conditions, the Public Works' designee may require that the application be made on only one-half (1/2) the width of the base at one time in which case positive means shall be used to secure the correct amount of bituminous material at the joint.

17. ASPHALTIC CONCRETE:

The asphalt concrete material to be placed under this Contract shall be Florida Department of Transportation (D.O.T.) Type III or D.O.T. Type S-1, as determined by the Public Works' designee. All materials shall conform with the requirements for this designation as set forth in Florida D.O.T. Standard Specifications for Road and Bridge Construction 2017. The plant and methods of operation for preparing all plant-mixed hot bituminous mixtures of asphaltic concrete, and the requirements for the equipment to be used in the construction of the pavements shall conform with the requirements of Section 320 of said 2018 Florida Department of Transportation standards.

18. TYPE III ASPHALTIC CONCRETE:

Bituminous Material: The bituminous material shall be Asphalt Cement, Viscosity Grade AC-20 or AC-30, meeting the requirements set forth in Section 916-1, Florida D.O.T.

Aggregate: The aggregate shall consist of stone or slag screening or a combination of stone or slag screenings with silica sand, and shall meet the gradation requirements and provide the required stability of the mix, as specified below. Screenings shall be produced from stone or slag conforming with the requirements of Section 901. The sand shall meet the requirements of 332-2.2.3. Aggregate containing any appreciable amount of phosphate shall not be used.

Mineral Filler: Mineral filler, if needed, shall conform with the requirements of Section 917, Florida

D.O.T.

19. GENERAL COMPOSITION OF MIXTURE:

General: The bituminous mixture shall be composed of a combination of aggregate (coarse, fine or mixtures thereof), mineral filler if required, and bituminous material. The several aggregate fractions shall be sized, uniformly graded, and combined in such proportions that the resulting mixture will meet the grading and physical properties of the approved job mix formula.

Grading Requirements: The job mix formula, as established by the Contractor and approved by the Public Works' designee, shall be within the design range specified in Table 331-1, Florida D.O.T. Contractor shall submit job mix formula for Public Works' approval.

Proportions of Sand and Screenings: Not more than twenty-five percent (25%) by weight of the total aggregate used shall be local sand. In addition to the local sand, a portion not to exceed fifteen percent (15%) by weight of the total aggregate may be commercial washed sand.

Stability: The constituents of the mixture shall be combined in such proportions as to produce a mixture having Marshall properties within the limits shown in Table 331.2, Florida D.O.T.

Screening: When tested at the cold elevator in the combination to be used, the aggregate shall contain not more than ten percent (10%) by weight, of material passing the No. 200 sieve. Any screenings used in the combination of aggregate shall not contain more than fifteen percent (15%) of material passing the No. 200 sieve. When two screenings are blended to produce the screenings component of the aggregate, any component of such screenings may contain up to eighteen percent (18%) of material passing the No. 200 sieve. Screenings may be washed to meet these requirements and shall be free from lumps and foreign matter.

20. TYPE S-1 ASPHALTIC CONCRETE:

Bituminous Material: The bituminous material shall be Asphalt Cement, Viscosity Grade AC-20 or AC-30, meeting the requirements set forth in Section 916.1, Florida D.O.T.

Coarse Aggregate: Coarse aggregate, stone, slag or crushed gravel shall conform with the requirements of Section 901, Florida D.O.T. The aggregate shall be clean and contain no

deleterious substances. Coarse or fine aggregate containing any appreciable amount of phosphate shall not be used.

Fine Aggregate and Mineral Filler: Fine aggregate shall conform with the requirements of Section 902, Florida D.O.T. Mineral filler shall conform with Sections 917-1 and 917-2. In laboratory tests, and for the purpose of proportioning the paving mixture, all mixture passing the No. 10 sieve and retained on the No. 200 sieve shall be considered as fine aggregate, and the material passing the No. 200 sieve shall be considered as mineral filler.

Screenings: Any screenings used in the combination of aggregates shall contain no more than fifteen percent (15%) of material passing the No. 200 sieve. When two screenings are blended to produce the screening component of the aggregate, one of such screenings may contain up to eighteen percent (18%) of material passing the No. 200 sieve, as long as the combination of the two (2) does not contain over fifteen percent (15%) material passing the No. 200 sieve. Screenings may be washed to meet these requirements.

Permissible Variation for the Coarse Aggregate: The aggregate or aggregates shipped to the job shall be sized and uniformly graded or combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula.

General Composition of Mixture: The bituminous mixture shall be composed of a combination of aggregate (coarse, fine, or mixtures thereof), mineral filler, if required, and bituminous material. A minimum of fifteen percent (15%) by weight, of the total aggregate shall consist of screenings meeting the requirements of Section 902. The several aggregate fractions shall be sized, uniformly graded and combined in such proportions that the resulting mixture will meet the grading and physical properties of the approved job mix formula. In all cases, the job mix formula shall be within the design ranges specified in Table 331-1, Florida D.O.T. The Contractor shall control all operations in the handling, preparation, and mixing of the asphalt mix so that the percent bitumen and the percentages passing the No. 4 and No. 10 sieves will meet the approved job mix formula within the tolerances shown in Table 331-5, Florida D.O.T.

21. JOB MIX FORMULAS:

The job mix formulas for Type III and Type S-1 asphalt shall be submitted at least two (2) weeks before the scheduled start of production, for the Engineer's approval. The submitted job mix formula shall include test data showing that the material as produced will meet the requirements specified in Table 331-2 when tested in accordance with FM1-T245. Further, the bulk specific

gravity of the laboratory compacted bituminous mixture shall be determined in accordance with FM1-T166.

The percent (%) of unfilled voids and the percent (%) of aggregate voids filled with asphalt shall be based on the maximum specific gravity of the bituminous mixture and on the asphalt content of each group of specimens prepared from the same sample. Maximum specific gravity of the bituminous mixture shall be determined by FM1-T209. Submittal shall also indicate the minimum effective asphalt content requirements in Table 331-2 are satisfied for each mix.

The submittal shall include the following information:

a. The source and description of the materials to be used;
b. The gradation and approximate proportions of the raw materials as intended to be combined in the paving mixture;
c. A single percentage of the combined mineral aggregate passing each specified sieve;
d. A single percentage of asphalt by weight of total mix intended to be incorporated in the completed mixture;
e. A single temperature at which the mixture is intended to be discharged from the plant;
f. The laboratory density of the asphalt mixture;
g. Evidence that the completed mixture will conform to all specified physical requirements; and,
h. The name of the individual responsible for the Quality Control of the mixture during production.

Reclaimed asphalt pavement may be used providing it does not exceed twenty-five percent (25%) by weight of total aggregates for asphalt courses, and meets all other requirements of Section 331-2.2.4 of the Florida Department of Transportation.

The approved job mix formula shall remain in effect until a change is authorized in writing by the Public Works' designee. The Contractor, at any time after construction has started, may request that the job mix formula be revised, providing evidence is shown that the revision is necessary and the revised aggregate gradation will meet the requirements of Table 331-1.

A new design will be required for any change in source of aggregate. All requests for design mix adjustments, redesigns and new design mixes will be submitted in writing to Public Works' designee. When Public Works determines that an undesirable surface texture is being produced due to mix conditions, Public Works will require an immediate adjustment to the job mix formula.

The design mix must be submitted to Public Works for approval for all design mixes.

22. CONTRACTOR'S QUALITY CONTROL:

The Contractor shall provide the necessary control of the bituminous mixture and construction in accordance with the applicable provisions of 6-8.4 and 331-4.4, Florida D.O.T. After the job mix formula is approved, the Contractor shall furnish the material not only within the limits of the design range, but in addition, shall meet the approved job mix formula within the acceptance ranges shown in the approved design mix. The hot bin gradations shall comply with the provisions of 331-4.4.3 and Table 331-3, Florida D.O.T.

Additional Tests: The Public Works' designee reserves the right to run any test at any time at the asphalt plant for informational purposes, and for determining the effectiveness of the Contractor's quality control. The Public Works' designee may run Marshall Stabilities to determine whether or not the Contractor is meeting its design requirements. When the results of at least two consecutive tests indicate noncompliance with the approved design mix, the Contractor's operations will be stopped until the requirements can be met or another design mix has been approved.

Acceptance at the Plant: The bituminous mixture will be accepted at the plant with respect to gradation and asphalt content in accordance with the requirements of 331-5, Florida D.O.T.

Acceptance on the Roadway: The bituminous mixture will be accepted on the roadway with respect to compacted density and surface tolerance in accordance with the applicable provisions of 330-10 and 330-12, Florida D.O.T.

23. COMPACTING MIXTURE:

The following equipment, sequence and coverage are suggested for use based on past successful performance; however, since density is required, the Contractor may select its own equipment, sequence and coverage of rolling to meet the minimum density requirements specified.

a. Seal rolling, using tandem steel rollers weighing five (5) to twelve (12) tons, and following as close behind the spreaders as is possible without pickup, undue displacement or blistering of the material.

b. Rolling with self-propelled, pneumatic-tired rollers, following as close behind the seal rolling as the mix will permit. The roller shall cover every portion of the surface with at least five passes.

c. Final rolling with the eight (8) to twelve (12) ton tandem steel roller, to be done after the seal rolling and pneumatic-tired rolling have been completed, but before the pavement temperature has dropped below 140°F.

Once the Contractor has selected the equipment and established the procedures as provided below and these have been used for the control strip density determination, then the Contractor must continue to use the same equipment and rolling procedures for all asphalt mix represented by the control strip. Changes in equipment or procedures will require a new control strip density determination. The Public Works designee must be notified prior to changing the rolling process.

When density is not required, as for all patching courses, leveling and intermediate courses less than one inch (1”) thick over build courses of variable thickness (when the minimum thickness is less than one inch (1”), the compaction will be applied in accordance with the standard specifications. The specified rolling procedures must be followed when density determinations will not be made.

When density is not required on those courses indicated in the foregoing paragraph, but the Contractor desires to use other rollers, patterns or sequences than those specified, the Contractor may request approval from the Public Works’ designee. Approval may be granted for leveling and intermediate courses one half inch (1/2") and thicker and over build courses when these courses are placed with a paving machine. Density requirements will be in accordance with the provisions of the first paragraph of 330-10.3 (Density Control - Nuclear Method), Table 330-2 and Table 330-3. Approval for a change on patching courses, variable thickness leveling courses placed with motor graders and open-graded friction courses will not be granted.

Compaction at Crossovers, Intersections, etc.: When a separate paving machine is being used to pave the crossovers, the compaction of the crossovers may be done by an eight (8) to ten (10) ton tandem steel roller. If crossovers, intersections and acceleration and deceleration lances are placed with the main run of paving, a traffic roller shall also be used in the compaction of these areas.

Rolling Procedures: The initial rolling shall be longitudinal. Where the lane being placed is adjacent to a previously placed lane, the center joint shall be pinched or rolled, prior to the rolling of the rest of the lane.

After the rolling or pinching of the center joint, the rolling shall continue across the mat by overlapping each previous roller path by at least one-half (1/2) the width of the roller wheel. The motion of the roller shall be slow enough to avoid displacement of the mixture, and any displacement shall be corrected at once by the use of rakes, and the addition of fresh mixture if required. Final rolling shall be continued until all roller marks are eliminated.

Speed of Rolling: Rolling with the self-propelled, pneumatic-tired rollers shall proceed at a speed of six (6) to ten (10) miles per hour, and the area covered by each roller shall not be more than four-thousands (4,000) square yards per hour, except that for Type S-1 Asphaltic Concrete, this maximum rate of coverage shall be three-thousand (3,000) square yards per hour.

Number of Pneumatic-tired Rollers Required: A sufficient number of self-propelled, pneumatic-tired rollers shall be used to assure that the surface for the required number of passes will not delay any other phase of the laying operation nor result in excessive cooling of the mixture before the rolling is complete. In the event that the rolling falls behind, the laying operation shall be discontinued until the rolling operations are sufficiently caught up.

Compaction of Areas Inaccessible to Rollers (such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.) shall be compacted by the use of hand tamps or other satisfactory means.

Rolling Patching and Leveling Courses: Self-propelled, pneumatic-tired rollers shall be used for the rolling of all patching and leveling courses. Where the initial leveling course is placed over broken concrete pavement, the pneumatic-tired roller shall weigh at least fifteen (15) tons. For Type S-1 Asphaltic Concrete leveling courses, the use of a steel-wheeled roller, to supplement the traffic rollers, will be required. On other leveling courses, the use of a steel-wheeled roller will be required on all passes after the first.

Correcting Defects: The rollers shall not be allowed to deposit gasoline, oil or grease onto the pavement, and any areas damaged by such deposits shall be removed and replaced as directed by Public Works. While rolling is in progress, the surface shall be tested continuously and all discrepancies corrected to comply with the surface requirements. All drippings, fat or lean areas and defective construction of any description shall be removed and replaced. Depressions which develop before the completion of the rolling shall be remedied by loosening the mixture and adding new mixture to bring the depressions to a true surface. Should any depression remain after the final compaction has been obtained, the full depth of the mixture shall be removed and replaced with sufficient new mixture to form a true and even surface. All high spots, high joints and honeycomb shall be corrected as directed by Public Works'. Any mixture remaining unbounded after rolling shall be removed and replaced.

Any mixture which becomes loose or broken, mixed or coated with dirt or in any way defective, prior to laying the wearing course shall be removed and replaced with fresh mixture which shall be immediately compacted to conform with the surrounding area. Areas of defective surfaces may be repaired by the use of indirect heat. No method of repair involving open-flame heaters shall be used.

24. DENSITY CONTROL:

Rolling shall progress continuously until the asphalt is compacted to one hundred percent (100%) of the laboratory compacted mixture, plus or minus two percent (2%). A tandem roller weighing no less than

eight (8) tons shall be used in rolling operations. The rolling shall include all transverse, longitudinal, diagonal, and where practicable, crescent rolling, as may be necessary to obtain maximum density.

25. SURFACE REQUIREMENTS:

Contractor Responsibility: The Contractor shall be responsible for obtaining a smooth surface on all pavement courses placed and therefore should straightedge all intermediate and final courses with a fifteen foot (15') rolling straightedge. A fifteen foot (15') manual straightedge shall be furnished by the Contractor and shall be available at the job-site at all times during the paving operation for checking joints and surface irregularities.

Texture of the Finished Surface of Paving Layers: The finished surface shall be of uniform texture and compaction. The surface shall have no pulled, torn, or loosened portions and shall be free of segregation, sand streaks, sand spots, or ripples. Any area of the surface, which does not meet the foregoing requirements shall be corrected in accordance with 330-12.4.

26. ACCEPTANCE TESTING FOR SURFACE TOLERANCE:

General: Acceptance testing for surface tolerance will be applicable only to through traffic lanes and ramps, where the ramp is a constant width, and shall include all construction joints.

Intersections, acceleration lanes, deceleration lanes, tapers, crossovers, transitions at beginning and end of project, and similar areas will not be tested for surface tolerance with the rolling straightedge as provided below. However, any individual surface irregularity in these areas in excess of three-eighths of an inch (3/8") as determined by a fifteen foot (15') straightedge, and deemed by the Public Works' designee to be objectionable, shall be corrected in accordance with 330-12.4.

Test Method: Acceptance testing shall consist of one pass of a standard fifteen-foot (15') rolling straightedge operated along the centerline of each lane tested. This does not preclude acceptance testing at other locations within the lane being tested.

Acceptance Criteria for Final Surface: Upon completion of the final surface, Public Works' personnel and Contractor's personnel will test the finished surface with a fifteen foot (15') rolling straightedge. All deficiencies in excess of three-sixteenths of an inch (3/16") shall be corrected in accordance with 330-12.4, except that correction by overlaying will not be permitted when the final surface is a friction course.

The Public Works' designee may waive corrections specified above if it is determined that the deficiencies are sufficiently separated so as not to significantly affect the ride quality of the pavement and that corrective action would unnecessarily mar the appearance of the finished pavement surface.

Where Public Works elects to waive a correction, the appropriate pay quantity for Asphaltic Concrete shall be reduced by the equivalent quantity of materials which would have been removed and replaced if the correction had been made. The calculation for volume which would

have been removed is (50'+ deficient length) x lane width x layer thickness x laboratory density for the mix.

27. CORRECTING UNACCEPTABLE PAVEMENT:

The Contractor has the option of selecting one of the following methods unless overlaying is prohibited in accordance with 330-12.3.4:

a. Removing and Replacing: If correction is made by removing and replacing the pavement, the removal must be for the full depth of the course and extend at least twenty-five feet (25') on either side of the defective area, for the full width of the paving lane.

b. Overlaying: If correction is made by overlaying, the overlay shall cover the length of the defective area and taper uniformly to a featheredge thickness at a minimum distance of twenty-feet (25') on either side of the defective area. The overlay shall extend full width of the roadway. Care shall be taken to maintain the specified cross slope.

The cost of all concrete work, either by removing and replacing, or by overlaying, shall be borne by the Contractor.

28. SAW-CUT KEYWAY:

At bridges, major intersections or at locations designated by Public Works, Contractor shall saw-cut a one foot (1') wide keyway [nominal one inch (1") deep] across full width of existing asphalt roadway. All costs associated with saw-cutting, removal of existing asphalt, cleanup, and incidentals shall be included in the contract price per ton of Type III or Type S-1 asphalt.

29. TRAFFIC CONTROL:

Traffic control consists of maintaining traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. It shall include the construction and maintenance of any necessary detour facilities; the providing of necessary facilities for access to residences, businesses, etc., along the project; the furnishing, installation and maintaining of traffic control and safety devices during construction; the control of dust, and any other special requirements for safe and expeditious movement of traffic as may be called for

on the plans. The term traffic control shall include all of such facilities, devices and operations as are required for the safety and convenience of the public, as well as for minimizing public nuisance; all as specified in this Section.

Detours over Existing Roads and Streets: When traffic is specified to be detoured by the Public Works' designee over roads or streets outside the project area, the Contractor will not be required to maintain such roads or streets, but all signs, including those at the intersections with the project, will be placed by the Contractor.

Beginning Date of Contractor's Responsibility: The Contractor's responsibility for maintenance of traffic shall begin on the day the Contractor starts work on the project or on the first day contract time is charged, whichever is earlier.

Maintenance of Roadway Surfaces: All lanes that are being used for the maintenance of traffic, including those on detours and temporary facilities, shall be adequately maintained, with a substantial surface under all weather conditions. The lanes shall be kept reasonably free of dust and when necessary to accomplish this, they shall be sprinkled with water, or some other dust palliative shall be applied.

Removal of Parked Cars: Prior to commencing resurfacing, Contractor shall investigate work sites to determine where motor vehicles are encroaching or obstructing portions of the roadway to be surfaced. Contractor shall be responsible for notifying vehicle owners and/or causing such vehicles to be removed prior to commencing its resurfacing operations. Contractor shall mount and remove notification signs (supplied by the Contractor).

Number of Traffic Lanes: Except as otherwise specified herein, on the plans, or in the special provisions, the Contractor shall maintain one (1) lane of traffic in each direction. Two (2) lanes of traffic in each direction shall be maintained at existing four (4) (or more) lane cross roads, where necessary to avoid undue traffic congestion. Unless otherwise specified, the effective width of each lane used for maintenance of traffic shall be at least as wide as the traffic lanes existing in the area prior to commencement of construction. Traffic control and warning devices shall not encroach on lanes used for maintenance of traffic.

The Contractor may be allowed to restrict traffic to one-way operation for short periods of time provided that adequate means of traffic control are affected and traffic is not unreasonably delayed. When a construction activity requires restricting traffic to one-way operations and the

flag persons do not have visual contact with each other, the Contractor must equip the flag person with two-way radios or use pilot vehicle(s).

Crossings and Intersections: Adequate accommodations for intersecting and crossing traffic shall be provided and maintained and, except where specific permission is given, no road or street crossing the project shall be blocked or unduly restricted.

Access for Residences and Businesses: The Contractor shall not isolate residences and places of business. Access shall be provided to all residences and all places of business whenever construction interferes with the existing means of access. Any minor access interruption shall be coordinated between the Contractor and business or resident.

The cost of all work under maintenance of traffic shall be included in the unit price bid for all line items in the bid.

30. MILLING OF EXISTING ASPHALT PAVEMENT:

Description: The work specified in this section consists of removing existing asphaltic concrete pavement by milling to improve the ride ability of the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement.

When milling to improve ride ability, an average depth of cut will be specified.

Unless otherwise specified, the milled material becomes the property of the Contractor.

Equipment: The milling machine shall be capable of maintaining a depth of cut and cross slope that will achieve the results specified in the specifications. The overall length of the machine (out to out measurement excluding the conveyor) shall be a minimum of eighteen feet (18’). The minimum cutting width shall be six feet (6’).

The milling machine shall be equipped with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results.

Any commercially manufactured milling machine meeting the above requirements will be approved to start the project. If it becomes evident after milling has started that the milling machine cannot consistently produce the specified results, the milling machine will be rejected for further use.

When milling to lower the grade adjacent to existing curb or other areas where it is impractical to use the above described equipment, the use of a smaller milling machine will be permitted.

The milling machine shall be equipped with means to effectively limit the amount of dust escaping the removal operation.

For complete pavement removal, the use of alternate removal and crushing equipment, in lieu of the equipment specified above, may be approved by the Public Works' designee.

Construction: When milling to improve ride ability, the existing pavement shall be removed to the average depth specified by Public Works in a manner that will restore the pavement surface to a uniform cross section and longitudinal profile. The Project Engineer may require the use of a string line to ensure maintaining the proper alignment.

The longitudinal profile of the milled surface shall be established on the side of the cut nearest the centerline of the road. The cross slope of the milled surface shall be established by a second sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The plans may waive the requirement for automatic grade or cross slope controls where the situation warrants such action.

The Contractor may elect to make multiple cuts to achieve the required pavement configuration or depth of cut.

The milling machine shall be operated to effectively minimize the amount of dust being emitted from the machine. Pre-wetting of the pavement may be required.

If traffic is to be maintained on the milled surface prior to the placement of the new asphaltic concrete, the pattern of striations shall be such as to produce an acceptable riding surface.

Public Works will control the traveling speed of the milling machine to produce a texture that will provide an acceptable riding surface.

Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a power broom and power vacuum or other approved equipment to remove to the greatest extent practicable, fine material which will dust under traffic. This operation shall be conducted in a manner so as to minimize the potential for creation of a traffic hazard and to minimize air pollution.

Sweeping of the milled surface with a power broom and power vacuum will be required prior to placing asphaltic concrete.

In urban and other sensitive areas where dust would cause a serious problem, the Contractor shall use street sweeper (using water) and power vacuum in a closer interval to ensure minimum inconvenience to the area residents.

To prevent, to the greatest extent practicable, the infiltration of milled material into the storm sewer system when the milling operation is within the limits of, and adjacent to a municipal curb and gutter or a closed drainage system, the sweeping and vacuuming operation shall be performed immediately after the milling operations or as directed by Public Works.

This operation shall also include the thorough removal of all milled material from the gutter in such a manner as to protect the curb from damage and to prevent the material being swept into the inlet openings or inlet grates. The equipment and methods utilized to sweep the gutter shall be approved prior to beginning and may be changed or revised to achieve the desired results as directed by the Public Works' designee.

Milled Surface: The milled surface shall have a reasonably uniform texture and shall be within one quarter inch (1/4") of a true profile grade and shall have no deviation in excess of one quarter inch (1/4") from a straightedge applied to the pavement perpendicular to the centerline. The variation of the longitudinal joint between multiple cut areas shall not exceed one quarter inch (1/4"). Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction of the Public Works' designee determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Any unsuitable texture or profile, as determined by the Public Works' designee shall be corrected by the Contractor at no additional compensation.

Public Works may require re-milling of any area where a surface lamination causes a non-uniform texture to occur.

Method of Measurement: The quantity to be paid for under this Section shall be the area over which milling is acceptably completed.

Basis of Payment: The quantity shall be paid for at the contract unit price for milling existing asphalt pavement.

The price and payment for milling existing asphalt pavement shall be full compensation for all work specified in this Section, including hauling off and stockpiling or otherwise disposing of the milled material.

31. VEHICLE DETECTOR LOOP:

Contractor is responsible for coordinating with Broward County Traffic Engineering the timing of street lights during milling operations. The reinstalling of detector loops must be coordinated and inspected by Broward County and the City of Pompano Beach.

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

September 15, 2021

ADDENDUM #1, RFP T-14-21

Asphaltic Concrete Pavement Surfacing, Annual Contract

To Whom It May Concern,

The following changes have been made to T-14-21:

Line Item	Current Quantity	Corrected Quantity
10	12,000	42,180
12	200	30,380
13	100	13,190

Addendum #1 is posted on the City's eBid website: http://pompanobeachfl.ionwave.net. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions has passed.

The deadline for acceptance of proposals in the eBid system is 2:00 **p.m. (local), September 15, 2021.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Tammy R. Thompkins, Purchasing Agent

cc: website

Online Questions & Answers

Event Information

Number:	T-14-21 Addendum 2
Title:	Asphaltic Concrete Pavement Surfacing, Annual Contract
Type:	Invitation To Bid
Issue Date:	8/19/2021
Question Deadline:	9/8/2021 05:00 PM (ET)
Response Deadline:	9/22/2021 02:00 PM (ET)
Notes:	

The City of Pompano Beach (the "City") will receive sealed bids for Invitation to Bid (ITB) **T-14-21, Asphaltic Concrete Pavement Surfacing.** Bids must be submitted electronically through the eBid System on or before the due date and time stated herein. A list of Bidders will be read aloud in a public forum. Bid openings are open to the public. All Bidders and/or their representatives are invited to be present. 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.

Bidder must be registered on the City's eBid System in order to view the ITB 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. 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.

Published Questions

Question	What is the engineer estimate for this job?
Answer	Estimated Total $1,400,000.00
Asked	9/8/2021 08:32 AM (ET)

Question	Our company has a 3A Major Roads License. Could we use it to bid on the above-referenced job?
Answer	Yes its sufficient. Thanks
Asked	9/8/2021 08:10 AM (ET)

Question	Can last years work orders be provided to the bidders to get an idea of locations of improvements as well as the number of detector loop locations requiring replacement?
Answer	Work orders are not prepared for Resurfacing, there is a yearly map that we prepare. Detector loops will have to go thru Broward County, they are installed and maintained with them.
Asked	9/1/2021 11:09 AM (ET)

Question	The current insurance requirements for the project require builders risk insurance to be included by the contractor. Is this a requirement of the project?
Answer	Yes per our Risk Management Department.
Asked	9/1/2021 11:08 AM (ET)

T-14-21 Addendum 2
Weekley Asphalt Paving, Inc.
Supplier Response

Event Information

Number: T-14-21 Addendum 2
Title: Asphaltic Concrete Pavement Surfacing, Annual Contract
Type: Invitation To Bid
Issue Date: 8/19/2021
Deadline: 9/22/2021 02:00 PM (ET)
Notes: The City of Pompano Beach (the "City") will receive sealed bids for Invitation to Bid (ITB) **T-14-21, Asphaltic Concrete Pavement Surfacing.** Bids must be submitted electronically through the eBid System on or before the due date and time stated herein. A list of Bidders will be read aloud in a public forum. Bid openings are open to the public. All Bidders and/or their representatives are invited to be present. 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.

Bidder must be registered on the City's eBid System in order to view the ITB 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. Bidder is solely responsible for downloading all required documents. A list of Bidders will be read aloud in a public forum. To attend the virtual public meeting, go to https://pompanobeachfl.gov/pages/meetings to find the zoom link.

Contact Information

Contact: Tammy Thompkins
Address: Purchasing
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: purchasing@copbfl.com

Weekley Asphalt Paving, Inc. Information

Address: 20701 Stirling Road
Pembroke Pines, FL 33332
Phone: (954) 680-8005
Fax: (954) 680-8671

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).

Daniel D. Weekley
Signature

danweekley@weekleyasp.com
Email

Submitted at 9/22/2021 8:00:21 AM

Requested Attachments

Qualification of Bidders Form — Qualification of Bidders.pdf

Qualification of Bidders Form from the attachments tab must be completed and uploaded to this tab.

Bid Bond Form — WAP Bid Bond.pdf

Bid Bond Form from the attachments tab must be completed and uploaded to this tab.

Local Business Program Forms — Local Business Program Forms.pdf

Local Business Program Forms from the attachments tab must be completed and uploaded to this tab.

Tier 1/ Tier 2 Local Business Form — Tier1_Tier2.pdf

To comply with the City's Local Business Program, confirming or denying your status as a Tier-1 or Tier-2 vendor, you must complete this form and upload it to the Response Attachments tab.

Response Attachments

Licenses.pdf

Licenses

Refernces.pdf

References

Pompano Beach COI.pdf

Insurance certificate

Bid Attributes

1	**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

2 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollor Amount)

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

☑ Certified (Certified)

3 Drug-Free Workplace

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Florida Statutes, Section 287.087. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Select Yes below from the drop down menu to certify that your firm complies with the above requirements.

Yes

4 Terms & Conditions

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

☑ Agree (Agree)

5 Local Business Participation Percentage

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

20%

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Bid Lines

		Qty	UOM	Price	Total
1	Furnish all materials and equipment to lay Florida Department of Transportation Type SP 9.5C asphaltic concrete surface (at one inch, 1" depth) using not more than 25% by weight of total aggregates of reclaimed asphalt on existing paved and newly-constructed streets as specified herein, including cut-backs where necessary. Work order for 1" Type III asphaltic concrete Surface, under 1500 square yards.	1500	Square Yards	$8.00	$1,500.00
2	Furnish all materials and equipment to lay Florida Department of Transportation Type SP 9.5C asphaltic concrete surface (at one inch, 1" depth) using not core than 25% by weight of total aggregates of reclaimed asphalt on existing paved and newly-constructed streets as specified herein, including cut-backs where necessary. Work order for 1" Type III asphaltic concrete Surface, 1500 square yards and over.	210,000	Square Yards	$6.40	$1,344,000.00
3	Furnish all materials and equipment to lay Florida Department of Transportation Type S-1 asphaltic concrete surface (at one inch, 1" depth) using not more than 25% by weight of total aggregates of reclaimed asphalt on existing paved and newly-constructed streets as specified herein, including cut-backs where necessary.	200	Square Yards	$10.00	$2,000.00
4	Furnish all materials and equipment to lay Type SP 9.5C asphaltic concrete leveling course (as determined by the engineering inspector) using not more than 25% by weight of total aggregates of reclaimed asphalt.	750	Tons	$124.00	$93,000.00
5	Furnish all materials, labor and equipment to repair potholes at various locations, including saw cuts, excavation, removal and disposal of existing asphalt, 12" of base materials (beneath asphalt), and construct 12-inch compacted lime rock, 1-inch of Type III or S-1 asphaltic concrete as specified. Work order for pothole repair, under 150 square feet.	600	Square Feet	$10.00	$6,000.00
6	Furnish all materials, labor and equipment to repair potholes at various locations, including saw cuts, excavation, removal and disposal of existing asphalt, 12" of base materials (beneath asphalt), and construct 12-inch compacted lime rock, 1-inch of Type III or S-1 asphaltic concrete as specified. Work order for pothole repair, 150 square feet and over.	1000	Square Feet	$12.00	$12,000.00
7	Furnish and apply tack coat.	8000	Gallons	$6.00	$48,000.00
8	Furnish and apply prime coat, including sanding.	100	Gallons	$7.00	$700.00
9	Furnish all materials, labor and equipment to mill and dispose of materials of existing asphalt pavement to a depth of one inch (1"). Work orders up to 1,000 square yards.	1000	Square Yards	$5.00	$5,000.00
10	Furnish all materials, labor and equipment to mill and dispose of materials of existing asphalt pavement to a depth of one inch (1"). Work orders greater than 1,000 square yards.	42180	Square Yards	$2.50	$105,450.00
11	Furnish all materials, labor and equipment to mill and dispose of materials of existing asphalt pavement to a depth of two inches (2"). Work orders up to 100 square yards.	100	Square Yards	$6.50	$650.00
12	Furnish all materials, labor and equipment to mill and dispose of materials of existing asphalt pavement to a depth of two inches (2"). Work orders greater than 100 square yards.	30380	Square Yards	$5.00	$151,900.00
13	Furnish all materials, labor and equipment to install vehicle detector loop wire and lead-in cable as per Broward County's specifications, in locations where loops were removed or damaged due to milling operation, including saw cutting and sealing.	13190	Linear Feet	$11.50	$151,685.00
14	Furnish all materials, labor and equipment to adjust the elevation of existing sanitary sewer, storm sewer, and/or air valve manhole covers to match the new resurfaced pavement elevation.	100	Each	$150.00	$15,000.00

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15	Furnish all materials, labor and equipment to adjust the elevation of valve box covers to match the new resurfaced pavement elevation.	100	Each	$50.00	$5,000.00
16	Furnish all materials, labor and equipment to adjust the elevation of existing storm inlets and storm inlet covers to match the new resurfaced pavement elevation.	10	Each	$500.00	$5,000.00
17	Indemnification	1	Lump Sum	$10.00	$10.00
					$1,946,895.00

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Bidder Company Name Weekley Asphalt Paving, Inc.

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?
66 years

10.2 State of Florida Contractor's license # CGC1518050

Broward County Certificate of Competency #: 78-581
Expiration Date: 08/31/2023

10.3 What is the last project of this nature that you have completed?
City of Pembroke Pines, Resurfacing Plan 2019 - Part 1

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 See Attachment #1

Owner's Name _____

Owner's Address _____

_____

Phone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

(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 See Attachment #2

Owner's Name

Owner's Address

Phone Number

Nature of Work

Original Contract Completion Time (Days)

Original Contract Completion Date

Actual Final Contract Completion Date

Original Contract Price

Actual Final Contract Price

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.

NAME	ADDRESS	TELEPHONE	CONTACT PERSON
City of Pembroke Pines	601 City Center Way, Pembroke Pines, FL 33025	954-518-9040 or 954-829-4507	Karl Kennedy
Florida Department of Transportation - District 6	1000 NW 111th Ave, Miami, FL 33172	305-401-1560	Dru Badri
Town of Davie	6591 Orange Drive, Davie, FL 33314	954-797-1137 or 954-309-0634	Jonathan Vogt

10.8 Have you personally inspected the proposed work and have you a complete plan for it 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	NAME AND ADDRESS OF SUBCONTRACTOR
Maintenance of Traffic	Acme Barricades, 3400 Burris Rd, Davie, FL 33314
Signal Loops	Arc Electric, Inc., 3328 SW 46th Ave, Davie, FL 33314
Trucking and supplying materials	Triple Nickel Paving, Inc., 1300 NW 18th Street, Pompano Beach, FL 33069

(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 4680

(b) Percent manhours to be performed by Contractor's permanent staff 4080

(c) Percent manhours to be performed by direct hire employees 0

(d) Percent manhours to be performed by Subcontractors 600

11. Equipment

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

See Attachment #3

11.1 What equipment will you rent for the proposed work?

None

11.2 What equipment will you purchase for the proposed work?

None

Weekley Asphalt Paving, Inc
20701 Stirling Rd
Pembroke Pines FL 33332

PROJECT REFERENCES/INFORMATION

Attachment #1
Work performed over the last year

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
14029	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Igor Caicedo Ph: 305-640-7188 Email: Igor.caicedo@dot.state.fl.us	$ 1,141,014.00	T-6358 - TRAFFIC OPERATIONS DISTRICTWIDE SAFETY PUSHBUTTON PROJECTS	The Improvements under this Contract consist of Traffic Operations Districtwide Safety Pushbutton Projects	2/13/2016	CURRENT
14035	CITY OF BELLE GLADE	CITY OF BELLE GLADE 2050 W. CANAL ST. S BELLE GLADE, FL 33430	Berverly Scott Deputy City Manager 110 MLK Blvd West Belle Glade, FL Ph: 561-436-8838 Fax: 561-992-2221 Email: bscott@belleglade-fl.com	$ 1,012,831.00	ITB NO. 8-13 - RESURFACING CITY OF BELLE GLADE ROADWAYS		4/24/2014	7/30/2014
17098	TOWN OF DAVIE	Town of Davie 6591 Orange Drive Davie, FL 33314 Phone 954.797.1082	Jonathan Vogt, Town Engineer Phone: 954-797-1137 jonathan_vogt@davie-fl.gov	$6,278,108.06	ITB NO. B-17-151; NOVA DRIVE ROADWAY IMPROVEMENTS	The scope of work includes but is not limited to widening the existing multi-lane road configuration throughout the corridor to accommodate a combination of sharrow and designated bike lanes, intermittent landscape medians, right turn lanes, and the construction of a traffic round-a-bout 200' west of SW 71st Terrace together with the expansion to a four lane divided section with landscaped medians from Davie Road to College Avenue. Existing drainage facilities will be modified and new drainage facilities will be added. New sidewalks, curbing, curb ramps, roadway lighting, landscaping with irrigation, new signalization, as well as road construction.	12/19/2017	12/21/2020
18130	CITY OF BOCA RATON	City of Boca Raton Municipal Services Department 201 W Palmetto Park Road Boca Raton, FL 33432	Zachary Bihr, P.E. Assistant City Civil Engineer Phone: 561-416-3430 ZBihr@ci.boca-raton.fl.us	$ 1,500,000.00	2018-056, ANNUAL GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION	The contract is for multiple roadway construction improvement projects which may include, road resurfacing, road construction, asphalt bike paths, concrete sidewalks, ADA improvements, concrete bus pads, intersection turn lanes, enhanced speed humps, roadway narrowing, pavment marking, and drainage improvements associated with road work.	5/15/2019	
18138	MIAMI-DADE CO.	Miami Dade County 111 N.W. 1st Street Miami, FL 33128	Frank Mendoza Phone: 305-375-2111 Cell: 305-281-9724 Email: mendoz@miamidade.gov	$ 1,714,535.08	RPQ NO. 2018-0176 (MCC 7360 PLAN), PUSH BUTTON NORTH ROADWAY RESURFACING CONTRACT	The improvements under this contract consist of North Roadway Resurfacing Pushbutton Projects.	2/19/2019	12/15/2020
18139	MIAMI-DADE CO.	Miami Dade County 111 N.W. 1st Street Miami, FL 33128	Frank Mendoza Phone: 305-375-2111 Cell: 305-281-9724 Email: mendoz@miamidade.gov	$ 1,666,507.51	RPQ NO. 2018-0177 (MCC 7360 PLAN), PUSH BUTTON SOUTH ROADWAY RESURFACING CONTRACT	The improvements under this contract consist of South Roadway Resurfacing Pushbutton Projects.	5/6/2019	12/15/2020
19041	CITY OF DEERFIELD BEACH	The City of Deerfield Beach 401 SW 4th Street Deerfield Beach, FL 33441	John Melton 954-520-0186 Jmeilton@deerfield-beach.com	$ 5,030,303.18	2019 CITYWIDE STREET RESURFACING, ITB NO. 2018-19/03	The improvements under this contract consist of resurfacing various streets within the City of Deerfield Beach.	4/10/2019	
19044	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Jesús Fuentes, P.E. American Engineering Group, Inc. (954) 495-6341 jfuentes@americanenggroup.com	$ 4,133,433.17	T-4501, NE 48 / 49 ST, NE 11 AVE, SW 3RD AVE AND SE 2ND AVE	The improvements under this contract consist of milling and resurfacing, curb and gutter, sidewalk, driveways, detectable warnings, pavers, signing and pavement markings, lighting including special light poles and luminaires, utility adjustments, sod, and monitoring existing structures along NE 48/49 Street, NE 11 Avenue, and SE 2nd Avenue.	7/12/2019	3/6/2021

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Exhibit A - Contractor's Response

PROJECT REFERENCES/INFORMATION

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
19057	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Juan J. Hitchman Project Administrator Office: 305-640-7418 Cell: 305.968.8453 Email: Juan.Hitchman@dot.state.fl.us	$ 1,000,000.00	E6L75, PUSH BUTTON - TRAFFIC OPERATIONS SIGNAL	The contract consists of traffic operations signal improvements at various locations throughout Miami-Dade County.	6/7/2019	
19072	BROWARD CO.	Highway Construction & Engineering Division 1 N University Drive Plantation, FL 33324	Tom Muzicka P.E. GC Construction Management Supervisor Office: 954-577-4562 Cell: 954-325-1529	$ 2,208,345.93	PNC2118234C1, SHERIDAN STREET AND DYKES ROAD INTERSECTION IMPROVEMENTS	Improvements consist of intersection improvements at Sheridan Street and Dykes Road in the Town of Southwest Ranchces.	10/3/2019	12/18/2020
19075	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Yveins Jean-Pierre, P.E. Broward Construction Manager Office: 954-940-7611 Cell: 954-914-0293 Yveins.Jean-Pierre@dot.state.fl.us	$ 3,289,804.03	T4524, SR 736 (DAVIE BLVD) FROM W OF SR 9 (I-95)	The improvements under this contract consist of safety improvements on SR 736 (Davie Blvd) featuring pavement milling and resurfacing, signalization with mast arms, elevated (bridge intersection) signalization with mast arms and special foundations, temporary strain pole signalization, concrete traffic railing and barrier wall, pedestrian and bicycle railing, roadway lighting, bridge-mounted lighting, guardrail, signing, thermoplastic and painted pavement markings, permanent tape pavement markings, detectable warnings, fence and fence gate, and ITS system components.	10/14/2019	1/11/2021
19078	BROWARD CO.	Broward County 115 South Andrews Ave, Ft. Lauderdale, FL 33301	Fong Mie, Project Manager Highway & Bridge Maintenance Division 1600 Blount Road Pompano Beach, FL 33069 Ph: 954-357-4967 Email: fmie@broward.org	$ 4,124,277.50	PNC2118215B1 - BROWARD CO. PAVEMENT RESURFACE & REPAIR SERVICES	Furnish all labor, materials, equipment, supervision and incidentals required to perform roadway milling, resurfacing, pavement marking, miscellaneous pavement repair activities, and maintenance of traffic per specifications countywide.	6/27/2019	
19101	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Jonathan Guzman, Project Administrator Office: 305-436-9662 Cell: 786-473-7595 Email: JGuzman@metriceng.com	$ 11,069,050.11	T4522, LYONS RD FROM FERN FOREST NATURE CENTER ENTRANCE TO SR 869 (SAWGRASS EXPY)	The improvements under this contract consist of, but are not limited to, widening, milling and resurfacing, concrete (curb and gutter, sidewalk, driveways), guardrail (with special posts and approach/trailing treatments), monitor existing structures (inspection and settlement), selective clearing and grubbing, drainage improvements including French Drain, pavement markings (roadway, patterned pavement, detectable warnings; includes tape, paint, and thermoplastic), signing, lighting, signalization, and irrigation repairs along Lyons Road.	1/6/2020	
19107	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Leo Bermudez FDOT Construction Project Manager Office: 305-640-7108 Cell: 305-968-4079 Leonardo.Bermudez@dot.state.fl.us	$ 5,172,451.85	T6469, SR 925 (NW 3RD CT) AND NW 3RD AVE FROM NW 1ST ST TO NW 8TH ST	The improvements under this contract consist of milling and resurfacing along SR 925 (NW 3rd Court) and NW 3rd Avenue.	5/29/2020	5/3/2021
19111	CONDOTTE AMERICA, INC.	CONDOTTE AMERICA, INC. 10790 NW 127TH STREET MEDLEY, FL 33178	Matthew Sturm, Sr. Project Manager Ph: 305-670-7585 ext 115 Cell: 954-348-3750 msturm@condotteamerica.com	$ 1,613,900.92	NW 21st AVE FROM OAKLAND PARK BLVD TO COMMERCIAL BLVD, T4505	The improvements under this contract consist of milling and resurfacing with maintenance of traffic.	11/25/2019	4/4/2021

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PROJECT REFERENCES/INFORMATION

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
19112	BROWARD CO.	Broward County 115 South Andrews Ave, Ft. Lauderdale, FL 33301	Nirmal Datta, P.E., Design Section Manager Ph: 954-577-4599 Email: ndatta@broward.org	$ 23,589,541.00	ROADWAY, DRAINAGE, TRAFFIC & MISCELLANEOUS CONSTRUCTION PNC2119323B1	Furnish all labor, materials, equipment, supervision and incidentals required to perform roadway reconstruction, widening, milling, resurfacing, pavement marking, drainage work, traffic control and signalization, school flushers, communications network, street lighting, water and sewer, landscaping, signing and pavement marking, guardrail, maintenance of traffic per specifications in a competent and professional manner and in compliance with all applicable building, safety, technical and related codes and laws.	11/22/2019	
20027	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Timothy Butler Ph: 954-958-7646 Email: Timothy.butler@dot.state.fl.us	$ 1,000,000.00	E-4U18, BROWARD COUNTY PUSH BUTTON CONTRACT TRAFFIC OPERATIONS	The improvements consist of milling and resurfacing, concrete (sidewalk and driveways, gravity wall), handrail, pavers, lighting, drainage improvements, intersection improvements, and signing and pavement markings at various locations throughout Broward County.	2/13/2020	
20037	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Ashleigh Harless Ph: 305-640-7194 Cell: 305-986-2754 Ashleigh.Harless@dot.state.fl.us	$ 1,171,214.78	T-6498, SR 860 (MIAMI GARDENS DR) AT BISCAYNE BLVD	The improvements under this contract consist of intersection improvements along SR 860 (Miami Gardens Drive).	7/22/2020	4/6/2021
20065	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Erik Nemati, P.E. Construction Project Manager Ph: 954-958-7671 Cell: 954-299-6441 Erik.Nemati@dot.state.fl.us	$ 17,557,322.99	E4T68, BROWARD MPO REGIONAL COMPLETE STREETS INITIATIVE PROJECT	This Design Build Contract includes six individual mobility and includes 13.79-mile corridor to provide a safe corridor for all modes of transportation. Improvements vary for each project but include roadway, incorporate bicycle lanes, drainage, decorative lighting, decorative sidewalks, signing and pavement markings, signals, landscaping, utility adjustments and structures.	4/5/2021	
20072	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Wodler Blaise Broward Operations Construction Project Administrator Ph: 954-958-7641 Cell: 954-928-5715 Woodler.Blaise@dot.state.fl.us	$ 1,201,295.38	T4549, NW 62ND AVE AND TURTLE CREEK RD FROM BLAND RD TO SAMPLE RD AND FROM SAMPLE RD TO SR 7 (US 441)	The improvements under this contract consist of, but are not limited to, milling and resurfacing, concrete (curb and gutter, sidewalk and driveways), signing (single post), pavement markings (painted and thermoplastic, detectable warnings), manhole adjustments, selective clearing and grubbing (tree removal, tree protection, branch pruning), pull boxes and sod along NW 62nd.	7/16/2020	
20080	CITY OF PEMBROKE PINES	City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	Karl Kennedy, City Engineer Ph: 954-518-9040 Cell: 954-829-4507 kkennedy@ppines.com	$ 1,536,204.12	PIGGYBACK BROWARD COUNTY, BID NO. PNC2119323B1, ROADWAY, DRAINAGE, TRAFFIC MISCELLANEOUS CONSTRUCTION	The improvements under this contract consist of roadway, drainage, traffic services and materials for Westview Neighborhood, Dykes Road (NW 12th Street to NW 15th Street), NW 18th Place (NW 107 Ave to East of NW 104 Ave) and NW 97th Ave (Taft Street to NW 24 Street).	7/30/2020	
20098	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Francisco Lledo, Project Manager PH: 305-640-7506 Cell: 305-619-7144 Francisco.Lledo@dot.state.fl.us	$ 4,604,160.51	T6505, SR 94 (KENDALL DR / SW 88 ST) FROM E OF SW 150TH AVE TO E OF SW 132ND AVE	The improvements under this contract consist of milling and resurfacing along SR 94 (Kendall Dr/SW 88 ST) and intersection improvements between SW 149th Ave and 147th Ave.	2/1/2021	
20106	SILVER LAKES COMMUNITY ASSOC., INC.	Pines Property Management 6941 SW 196 Ave Suite 27 Pembroke Pines, FL 33332	Robert Moses, LCAM, CMCA, AMS VP of Operations/General Manager Phone: 954-438-6570 ext. 220 Fax: 954-438-3951 robert@pinespropertymanagement.com	$ 3,690,808.10	SILVER LAKES RESURFACING PROJECT PHASE 4 COMPLETION AND PHASE 5	Improvements consist of Phase 4 completion neighborhoods are Grande Cay, Marina Pointe, Pelican Cove, Sapphire Pointe and Sunset Pointe. The Phase 5 is eight neighborhoods are Marina Isle, Pelican Sound, Pelican Isle, Marina Sound, Sapphire Shores, Tiffany Cove, The Enclave and The Isles. Phase 5 also includes NW 180th Ave, NW 2nd St, Boating North, Boating Park Sound and Boating Park West.	11/3/2020	

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PROJECT REFERENCES/INFORMATION

Attachment #1

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
21029	BOCA RATON AIRPORT AUTHORITY	Boca Raton Airport Authority 903 NW 35th Street Boca Raton, FL 33431	Scott Kohut, Deputy Director Phone: (561) 391-2202, Ext. 212 Cell: (561) 239-3078 Email: scott@bocaairport.com	$ 3,816,954.80	BID NO. 2020-BRAA-003 AIRPORT ROAD IMPROVEMENTS	The project includes the widening of the existing Airport Road including new roadway base and pavement, new RCP storm drainage, new tenant driveway entrance features, landscaping and irrigation. The project also includes the demolition of the existing overhead Florida Power & Light (FPL) power and poles and ATT communication duct banks. Other work includes new airport tenant electrical services, installation of new fire hydrants, pavement markings, signage, seal coating, airport monument signs, and FPL roadway lighting.	2/15/2021	
21046	CITY OF POMPANO BEACH	City of Pompano Beach 1190 N.E. 3rd Avenue, Building C (front) Pompano Beach, Florida 33060	Gary Eagle, Engineering Inspector III Phone: 954-786-5521 Email: gary.eagle@copbfl.com	$ 1,089,290.50	TAXIWAY DELTA PHASE II RECONSTRUCTION BID NO. T-34-20	This project consists of reconstruction of portions of Taxiway Delta at the Pompano Beach Airpark. Work included the milling and overlay of asphalt pavement, pavement demolition and construction, airfield electrical improvements, pavement markings, drainage improvements and sodding.	6/26/2021	

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Exhibit A - Contractor's Response

Weekley Asphalt Paving, Inc
20701 Stirling Rd
Pembroke Pines FL 33332

PROJECT REFERENCES/INFORMATION

Attachment #2

Work perfrmed over last 5 years

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
13062	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Hassan Abedi Ph: 954-868-8583 Email: hassan.abedi@dot.state.fl.us	$ 5,939,442.07	E-4N94 - I-95 (SR-9) / I-595 (SR-862) INTERCHANGE LANDSCAPING	The Improvements under this Contract consists of SR-9 (I-95)/SR 862 (I-595)Interchange Landscaping.	10/13/2013	3/16/2017
14029	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Igor Caicedo Ph: 305-640-7188 Email: Igor.caicedo@dot.state.fl.us	$ 1,141,014.00	T-6358 - TRAFFIC OPERATIONS DISTRICTWIDE SAFETY PUSHBUTTON PROJECTS	The Improvements under this Contract consist of Traffic Operations Districtwide Safety Pushbutton Projects	2/13/2016	CURRENT
14060	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Bernnon Artola Ph: 786-367-4674 Email: bartola@metriceng.com	$ 8,067,382.06	T-6328 - SR-934 (NW / NE 79TH ST) FROM NW 14TH AVE TO N BAYSHORE DR	The Improvements under this Contract consist of Milling and Resurfacing along SR 934/NW/NE 79 Street from NW 14 Avenue to North Bayshore Drive..	6/18/2014	2/10/2017
14085	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Project Oversite III Broward Operations Angela Lietz, PE Ph: 954-940-7523 cell: 954-931-6179 email: angela.lietz@dot.state.fl.us	$ 3,396,284.27	T-4367 - ANDREWS AVE FROM JOHN KNOX VILLAGE BLVD (SW 3RD ST) TO ATLANTIC BLVD	This project involves the reconstruction/realignment of Andrews Avenue from John Knox Village Blvd. (SW 3rd Street) to Atlantic Blvd. in Broward County, from a 2 lane undivided roadway to a 4 lane divided urban section with bike lanes and sidewalks.	12/9/2014	2/21/2017
15050	TOWN OF DAVIE	Town of Davie 6591 Orange Drive Davie, Florida 33314	Jonathan Vogt, Town Engineer Phone: 954-797-1137 jonathan_vogt@davie-fl.gov	$ 3,665,749.61	B-15-17 - DAVIE ROAD PHASE I, ROADWAY IMPROVEMENTS	Provide all labor, materials, necessary equipment, incidentals and services to complete the Landscape Work, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS". Work shall be in strict accordance with sound horticultural practices and shall include maintenance and watering of the work until final approval. The landscaping shall be performed by a contractor or subcontractor who is fully experienced in projects of this type and whose main business is landscaping. The contractor or subcontractor shall be subject to the approval of the Landscape Architect.	7/29/2015	3/7/2017
15054	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Joan Fabian Ph: 305-640-7400 Email: joan.fabian@dot.state.fl.us	$ 5,144,044.54	T-6374 - SR-934 (NE 79TH ST) (J F KENNEDY CAUSEWAY) FROM E OF N BAYSHORE TO BAY DRIVE W & OVER BISCAYNE BAY, BR NOS. 870550 & 870084	The Improvements under this Contract consist of Milling and Resurfacing along SR-934/NE 79th Street/J. F. Kennedy Causeway from east of North Bay shore to Bay Drive West, and also Bridge Rehabilitation (Bridges 870550 and 870084) over Biscayne Bay.	10/7/2015	12/15/2016

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Exhibit A - Contractor's Response

PROJECT REFERENCES/INFORMATION

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
15063	CITY OF PEMBROKE PINES	City of Pembroke Pines, City Clerk's Office, 5th Floor, 10100 Pines Boulevard, Pembroke Pines, FL 33026.	Marlin Scattolini, P.E. Project Engineer R.J. Behar & Company 6861 S.W. 196 Avenue, Suite 302 Pembroke Pines, FL 33332 Tel. (954) 680-7771 Fax. (954) 680-7781	$ 1,127,514.62	PSEN-15-01 - DESIGN BUILD SERVICES FOR TAFT ST. ROADWAY RECONSTRUCTION - UNIVERSITY DR TO DOUGLAS RD	The services required are the design, permitting reconstruction of the asphalt, rock base and stabilized subgrade of the northernmost westbound lane and milling and resurfacing of the entire width of Taft Street between University Drive and Douglas Road – including replacement of the thermoplastic pavement markings, RPMs and other traffic control devices disturbed, removed, or damaged during this project. The existing guardrail and support posts shall be removed and replaced to comply with Index 400 of the Florida Department of Transportation Roadway and Traffic Design Standards, latest addition. Project also includes addition of four landscaped medians,one at either end of the project limits and two on either side of 85th Way as shown on the drawings. Median islands shall include irrigation with water from canal or wells. Irrigation system shall be designed, permitted and installed by DBF. Project also includes design, permitting and construction of 6 foot wide paver crosswalks on all four street crossings at 85th Way. Crosswalks shall connect to existing sidewalks. The contractor shall complete the design of this project, pay for and obtain permits from all agencies, including the City of Pembroke Pines, furnish all plans, shop drawings,materials and labor, provide all required testing, provide all surveying, as-builts and other documents necessary to fulfill the acceptance and completion requirements of all agencies.	7/22/2015	2/13/2017
15084	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Jacki Hart, PE Senior Project Engineer 3100 Overseas Hwy, Marathon, FL 33050 954-775-6949 jacki.hart@rsandh.com	$ 2,079,118.00	E-6J86 - SR-5/OVERSEAS HIGHWAY FROM JEROME AVE/MM 81.47 TO SMUGGLER'S COVE ENTRANCE/MM 85.59	The Improvements under this Contract consist of Landscape improvements on SR 5/Overseas Highway from Jerome Avenue/MM 81.47 to Smuggler's Cove Entrance/MM85.59	2/22/2016	3/15/2017
15097	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Melissa DeZayas Ph: 305-640-7174 Email: melissa.dezayas@dot.state.fl.us	$ 3,520,907.11	T-6380 - SR-5 (BISCAYNE BLVD) FROM N OF NE 196TH ST TO N OF NE 213TH ST	The Improvements under this Contract consist of Milling & Resurfacing along SR 5/Biscayne Blvd from North of NE 196 Street (MP 24.278) to N of NE 213 Street (MP 25.464) with minor widening, signing and pavement markings and intersection safety improvements at all the intersections along the project limits, excluding the NE 203 Street / Ives Dairy Overpass, within the City of Aventura in Miami-Dade County. Also included in this Contract are Landscape and Irrigation improvements.	1/29/2016	3/2/2017
15105	SILVER LAKES COMMUNITY ASSOC., INC.	Botek Thurlow Engineering, Inc.'s 3409 NW 9th Avenue, Suite 1102, Fort Lauderdale, FL 33309	Stephen F. Botek, P.E., LEED Green Associate Botek Thurlow Engineering, Inc. 3409 NW 9th Avenue, Suite 1102 Ft. Lauderdale, FL 33309 (954)568-0888 p (954)261-4094 c	$ 1,122,414.00	13-0609.02 - SILVER LAKES ASPHALT RESURFACING - SAPPHIRE SOUND, COCONUT SHORES, CRYSTAL SOUND, SAPPHIRE BAY, COCONUT REEF, EMERALD SPRINGS, SUNSET ISLES & MALIBU POINTE	Silver Lakes Home Owner's Association (HOA) is seeking qualified contractors to provide a cost proposal for Asphalt Pavement Milling and Resurfacing for the following communities: Sapphire Sound Coconut Shores Crystal Sound Sapphire Bay Coconut Reef Emerald Springs Malibu Pointe Sunset Isles	7/29/2015	3/7/2017
15129	CITY OF POMPANO BEACH	City of Pompano Beach1190 N.E. 3rd Avenue, Building C (front) Pompano Beach, Florida 33060	Mohamed Mabrouk Ph: 954-921-7781 Email: mmabrouk@cgasolutions.com	$ 3,532,605.43	ART-05 - MLK BOULEVARD STREETSCAPE PROJECT (LOCAL AGENCY PROGRAM) LAP	The project consists of furnishing all labor, equipment, tools, and materials for the construction of a new sidewalk, landscape, lighting, milling and resurfacing, pavement markings, etc. along MLK Boulevard from Powerline Road to Blount Road. This a LAP project in conjunction with FDOT.	1/11/2016	12/15/2017
15137	MIAMI-DADE CO.	Miami Dade County 111 N.W. 1st Street Miami, FL 33128	Frank Mendoza 111 N.W. 1st Street Miami, FL 33128 Ph: 305-281-9724 Email: frank.mendoza@miamidade.gov	$ 1,917,307.29	PCPW1600123 - ROADWAY RESURFACING CONTRACT	Milling & Resurfacing, widening and resurfacing of intersecting streets, up to the existing joint at the side street or up to the Point of Curvture as determined by Engineer	5/24/2016	3/17/2017

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Exhibit A - Contractor's Response

PROJECT REFERENCES/INFORMATION

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15142	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Eduardo A. Hernandez, P.E. Project Administrator 3000 NE 30th Place, Suite 309 Fort Lauderdale, FL 33306 Cell: (954) 770-7781	$ 4,429,693.38	T-4407 - SR-A1A, FROM JUST EAST OF THE MERCEDES RIVER BRIDGE TO SUNRISE BLVD	The Improvements under this Contract consist of 3R (resurface, restore and rehabilitate)improvements along SR A1A (Broward County / Sections 86180 and 86050). Improvements include the milling and resurfacing of SR A1A, from the just east of the Mercedes River Bridge to Sunrise Boulevard, including the section of Sunrise Boulevard from the Bridge over the Intracoastal Waterway to the SR-A1A intersection. Additional improvements consist of replacement/retrofit of curb cut ramps,widening along A1A (south of Mayan Drive Intersection)and Sunrise Boulevard, minor signalization upgrades, upgrades to pedestrian and vehicular signage and installation of new pavement markings. In addition, removal of abandoned driveway cuts and utility coordination with the affected municipalities and utility/agency owners will be addressed under this RRR project. Also, in-pavement roadway lighting at select crosswalks will be installed in order to enhance driver awareness and pedestrian safety at those locations.	4/27/2016	3/15/2017
16029	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Timothy Butler Ph: 954-958-7646 Email: Timothy.butler@dot.state.fl.us	$ 1,000,000.00	E-4R50 - PUSHBUTTON - ROADWAY CONSTRUCTION, INTERSECTION IMPROVEMENTS, ROADWAY SIGNING & PAVEMENT MARKINGS	The Improvements under this Contract consist of roadway construction, intersection improvements, roadway signing and pavement marking throughout Broward County.	9/2/2016	5/16/2019
16038	FDOT	Palm beach operations center 7900 forest hill boulevard West palm beach, florida 33414	Mark Riordan Ph: 561-370-1262 Email: Mark.riordan@dot.state.fl.us	$ 1,000,000.00	E-4R54 - PUSHBUTTON - ROADWAY CONSTRUCTION, INTERSECTION IMPROVEMENTS, ROADWAY SIGNING & PAVEMENT MARKINGS	The Improvements under this Contract consist of roadway construction, intersection improvements, roadway signing and pavement marking throughout Palm Beach County.	1/18/2017	3/20/2017
16042	CITY OF FORT LAUDERDALE	City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL	Barbara Howell Ph: 954-828-4505 Email: bhowell@fortlauderdale.gov	$ 5,373,503.00	12134 - ANNUAL CONCRETE AND PAVER STONES	This project is City-wide in the City of Fort Lauderdale. It is an annual contract without fixed volume of work. Work will be dependent upon the desire of the City to perform work on a task order basis. Work in the first year will include, but is not limited to, installation of 6-inches thick concrete sidewalk, various curbs, brick pavers, limerock base of various depths, type S-3 asphaltic concrete, thermoplastic pavement marking, ADA concrete ramps, removal of asphalt, tree roots and other items quantified in the proposal pages of this contract	12/1/2016	2/6/2019
16045	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Andres Diaz, M.S., E.I. Project Oversite 1 FDOT - District VI 1000 NW 111th Ave. Miami, Fl 33172 Phone: (305) 640-7426 Cell: (305) 525-4951 Andres.Diaz@dot.state.fl.us	$ 1,089,885.00	T-6372 - SR-90 / SW 8TH ST. FROM SW 39TH AVE TO W OF SW 33RD AVE & AT THE INTERSECTION OF SR-90 / SW 8TH ST AND SR-953 / LEJEUNE RD	The Improvements under this Contract consist of intersection improvements along State Road No. 90 / S.W. 8th Street from S.W. 39th Avenue to West of S.W. 33rd Avenue and at the intersection of State Road No. 90 / S.W. 8th Street and State Road 953 / LeJeune Road.	5/23/2016	3/24/2017
16046	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Andres Diaz, M.S., E.I. Project Oversite 1 FDOT - District VI 1000 NW 111th Ave. Miami, Fl 33172 Phone: (305) 640-7426 Cell: (305) 525-4951 Andres.Diaz@dot.state.fl.us	$ 1,122,163.66	T-6385 - SR-94 / SW 88TH ST / KENDALL DR FROM W OF SW 127TH AVE TO W OF SW 122ND AVE	The Improvements under this Contract consist of intersection improvements along State Road 94 / SW 88 Street / Kendall Drive from West of SW 127 Avenue to West of SW 122 Avenue.	8/30/2016	3/13/2017

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16047	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Andres Diaz, M.S., E.I. Project Oversite 1 FDOT - District VI 1000 NW 111th Ave. Miami, Fl 33172 Phone: (305) 640-7426 Cell: (305) 525-4951 Andres.Diaz@dot.state.fl.us	$ 648,208.71	Project Name: SR-933/SW 12th Ave. from SW 8th St. to SW 6th St. Financial No.: 433493-1-52-01 Contract No.: T6386 FAP No.: 6155014U	The improvements under this contract consist of intersection improvements along SR-933/SW 12th Ave. from SW 8th St. to SW 6th St in Miami-Dade County	7/20/2016	2/10/2017
16050	CITY OF FLORIDA CITY	Commission Chambers at City Hall 404 West Palm Drive, Florida City, Florida, 33034	Pedro D. Gonzalez, P.E. Baljet Environmental, Inc. 10661 N Kendall Dr., Suite 218 Miami, Florida 33176 Telephone 305-598-0199	$ 1,127,640.68	14-019.08 - FLORIDA CITY COMMUNITY REDEVELOPMENT AGENCY (CRA) SW 1ST STREET AREA ROADWAY IMPROVEMENTS PHASE 1	The scope of work is identified on the plans. The following streets will be reconstructed and/or resurfaced: Area 1: • SW 1st St from SW 2nd to SW61h Ave • SW 3rd Ave from SW P1to West Palm Dr. • SW 4th Ave from SW 151 to West Palm Dr. • SW 5th Ave from SW 15tto West Palm Dr. • SW 6th Ave from SW 15tto West Palm Dr. Area 2: • NW 4th Ave from NW 15tto West Palm Dr. • NW 5th Ave from NW 15tto West Palm Dr. • NW 6th Ave from NW 15tto West Palm Dr.	6/20/2016	3/29/2017
16055	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Erik Nemati, E.I. Office: 954-958-7671 Cell: 954-299-6441 Erik.Nemati@dot.state.fl.us	$ 1,817,367.89	T-4429 - NW 9TH AVE (POWERLINE RD) FROM BROWARD BLVD TO S OF SISTRUNK BLVD	The Improvements under this Contract consist of roadway reconstruction, widening, milling and resurfacing, as well as sidewalk widening, new sidewalks and pedestrian access crosswalks, drainage system modifications and improvements including French Drains, utility adjustments, traffic calming measures, signing and pavement markings, signalization, solar pedestrian lights, pedestrian detectors, and landscaping along NW 9th Avenue (Powerline Road) from State Road 842 (Broward Boulevard) northerly 0.486 miles to South of NW 6th Street (Sistrunk Boulevard) in the City of Fort Lauderdale, Broward County".	8/18/2016	2/27/2017
16057	RUSSELL ENGINEERING, INC.	RUSSELL ENGINEERING, INC. 2530 S.W. 36TH STREET FT. LAUDERDALE, FL 33312	Brian Gibbs, V.P. Ph: 954-691-7762 Email: brian.g@russellengineering.com	$ 1,445,137.60	T-6337 - SR-968 (W FLAGLER ST) AND SR-9 (NW/SW 27TH AVE) FROM WEST OF SR-9 (27TH AVE) TO WEST OF 14TH AVE	The Improvements under this Contract consist of reconstruction along SR-968 (W. Flagler St.) from West of SR-9 (W. 27th Ave) to West of W. 14th Ave. and also intersection improvement along SR-9 (NW/SW 27 Ave) from SW 10th Street to NW 1st ST and NW 7th Ave	5/10/2016	3/30/2017
16059	ARC ELECTRIC, INC.	ARC ELECTRIC, INC. 3330 SW 46TH AVENUE DAVIE, FL 33314	Omar McFarlane Arc Electric, Inc. (954) 583-9800 Fax: (954) 583-9807 omcfarlane@arcelectricfl.com	$ 1,093,694.94	T-4426 - SR-882 (FOREST HILL BLVD) FROM E OF OLIVE TREE BLVD TO RIVER BRIDGE CENTER	The Improvements under this Contract for S.R. 882 / Forest Hill Boulevard from east of Olive Tree Boulevard to east of Jog Road consist of milling and resurfacing, ADA upgrades, drainage improvements, widening for bike lanes, pedestrian signals, and signing and pavement markings. This facility is an east-west urban principal arterial with an overall length of 0.440 miles and is located in Palm Beach County, within the city limits of Greenacres	6/13/2016	12/2/2016
16085	BROWARD CO.	Broward County 115 South Andrews Ave, Ft. Lauderdale, FL 33301	Luis Velez, P.E. Highway & Bridge Maintenance Division 1600 Blount Road Pompano Beach, FL 33069 Ph: 954-357-D46 Email: lvelez@broward.org	$ 4,372,170.00	J1387002B1 - BROWARD CO. PAVEMENT RESURFACE & REPAIR SERVICES	Furnish all labor, materials, equipment, supervision and incidentals required to perform roadway milling, resurfacing, pavement marking, miscellaneous pavement repair activities, and maintenance of traffic per specifications in a competent and professional manner and in compliance with all applicable building, safety, technical and related codes and laws.	10/3/2016	1/8/2018
16068	FDOT	Palm beach operations center 7900 forest hill boulevard West palm beach, florida 33414	Sri Mavanor Ph: 305-796-0708 Email: sri@cegroupfl.com	$ 1,627,382.52	E-8P93 - SR-821 (PGA BLVD), TURNPIKE INTERCHANGE IMPROVEMENTS (MP 109)	The Improvements under this Contract consist of widening, milling and resurfacing, curb and gutter, sidewalk, drainage improvements, signal improvements, signing and pavement marking, and intelligent transportation system components at the Florida's Turnpike Mainline Interchange with SR 786 (PGA Boulevard) at MP 109 in Palm Beach County.	11/8/2016	3/15/2017

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16071	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Murtuza Aluminiumwala, P.E. Project Oversite Florida Department of Transportation 5548 N.W. 9th Avenue Fort Lauderdale, Florida 33309 Email: Murtuza.Aluminiumwala@dot.state.fl.us Mobile: 954-892-2362	$ 1,321,404.07	T-4428 - SW 30TH AVE FROM GRIFFIN RD TO SW 45TH ST	The Improvements under this Contract consist of Work under this Contract consists of widening, milling & resurfacing, driveways, curb and gutter, sidewalks,, drainage improvements,signing and pavement marking, signalization, lighting, and landscaping on SW 30th Avenue from State Road 818 (Griffin Road) northerly 0.243 miles to SW 42nd Street in Broward County.	11/30/2016	3/17/2017
16087	FDOT	Palm beach operations center 7900 forest hill boulevard West palm beach, florida 33414	Saira Rothschild FDOT District 4 Ph:561-531-0853 Saira.Rothschild@dot.state.fl.us	$ 1,336,352.57	T-4440 - SR-882 (FOREST HILL BLVD) FROM W OF RICH DR. EASTERLY 0.298 MILES	The Improvements under this Contract consist of milling and resurfacing, widening, drainage, signing and pavement markings, detectable warnings, and signalization improvements along State Road 882 / Forest Hill Blvd from west of Rich Drive easterly 0.298 miles in the City of Palm Springs, Palm Beach County.	12/18/2016	9/1/2017
16088	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	William Grey P.E. Project Oversite I Florida Department of Transportation Mobile: (954) 540-0062 Email: William.Grey@dot.state.fl.us	$ 2,866,096.05	E-4R66 - SR-A1A/SOUTH OCEAN DR FROM COUNTY LINE RD/MASSINI AVE NORTHERLY 0.774 MILES TO SR-858/HALLANDALE BEACH BLVD	The Improvements under this Contract consist of constructing decorative concrete sidewalks and installing a street and pedestrian lighting system along State Road No. A1A /South Ocean Drive from County Line Road / Massini Avenue northerly 0.774 miles to State Road No. 858 / Hallandale Beach Boulevard in the City of Hallandale Beach, Broward County.	8/30/2016	3/22/2017
16091	RUSSELL ENGINEERING, INC.	RUSSELL ENGINEERING, INC. 2530 S.W. 36TH STREET FT. LAUDERDALE, FL 33312	Brian Gibbs, V.P. Ph: 954-691-7762 Email: brian.g@russellengineering.com	$ 1,019,116.00	T-6338 - SR-968 (W FLAGLER ST) FROM WEST 14TH AVE TO WEST 2ND AVE	The Improvements under this Contract consist of flexible pavement reconstruction along SR-968/W. Flagler St.	8/17/2016	3/30/2017
16094	TRIPLE R PAVING, INC.	TRIPLE R PAVING, INC. 3328 S.W. 46TH AVENUE FORT LAUDERDALE, FL 33314	Sandy Leiper, P.M. Ph: 561-441-7407 Email: sleiper@rrrpaving.com	$ 1,082,222.92	R1392616C1 - PINE ISLAND ROAD FROM NOVA DRIVE / SW 24TH STREET TO SR-84, MILL & PAVE	Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for the construction of: Pine Island Road Construction from South of Nova Drive/SW24 Street to SR 84/I-595 located within Broward County limits in the Town of Davie	10/10/2016	1/3/2017
16099	SILVER LAKES COMMUNITY ASSOC., INC.	Botek Thurlow Engineering, Inc.'s 3409 NW 9th Avenue, Suite 1102, Fort Lauderdale, FL 33309	Stephen F. Botek, P.E., LEED Green Associate Botek Thurlow Engineering, Inc. 3409 NW 9th Avenue, Suite 1102 Ft. Lauderdale, FL 33309 (954)568-0888 p (954)261-4094 c	$ 1,018,815.75	13-0609.03 - SILVER LAKES ASPHALT RESURFACING PHASE III - COCONUT BAY, PELICAN BAY, SAPPHIRE PARK, MISTY HARBOR, BRITTANY BAY, BRITTANY, COCONUT KEY, TREASURE SOUND	ASPHALT RESURFACING PHASE III - COCONUT BAY, PELICAN BAY, SAPPHIRE PARK, MISTY HARBOR, BRITTANY BAY, BRITTANY, COCONUT KEY, TREASURE SOUND	3/3/2017	3/31/2017
16103	TRIPLE R PAVING, INC.	TRIPLE R PAVING, INC. 3328 S.W. 46TH AVENUE FORT LAUDERDALE, FL 33314	Sandy Leiper, P.M. Ph: 561-441-7407 Email: sleiper@rrrpaving.com	$ 1,280,750.00	R1392101C1 - WILES ROAD FROM ROCK ISLAND ROAD TO SR-7 (US-441)	Broward County Board of County Commissioners approved an agreement on June 3, 2014 for 50% funding from the Florida Department of Transportation (FDOT), County Incentive Grant Program (CIGP). The work set forth includes but is not limited to the furnishing of all labor, materials, equipment, tools, incidentals and services required for the widening of Wiles Road from west of Rock Island Road to State Road 7 (US 441) and identified as Project No. 5383 in the City of Coral Springs, State of Florida. The Project includes Roadway Reconstruction, Drainage Modification, Signing and Pavement Markings, Signalization Upgrades, Maintenance of Traffic, Lighting, Landscape and Irrigation.	11/2/2016	12/19/2016

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16104	CITY OF SOUTH BAY	CITY OF SOUTH BAY 335 SW 2nd Ave South Bay, FL 33493	Dave Mendez CAP Engineering Ph: 305-448-1711 Email: dmendez@capfla.com	$ 2,323,381.85	15-025 - RECONSTRUCTION OF MARTIN LUTHER KING BLVD	12" WATERMAIN EXTENSION MARTIN LUTHER KING, JR. BLVD./PALM BEACH ROAD	10/18/2016	3/1/2017
16118	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Brandon Baggett, P.E. President / Senior Project Engineer 1414 NW 107 Avenue, Suite # 314 Sweetwater, Florida 33172 T. (786)600-2867 F. (786)600-3057 C. (954)931-6791	$ 4,580,758.00	T-4439 - SR-848 (STIRLING RD) AND SR-7 (US-441) FROM E OF SR-817 (UNIVERSITY DR) TO E OF SR-7 (US-441) AND FROM S OF SR-848 TO N OF SR-848	The Improvements under this Contract consist of: milling and resurfacing, roadway and median widening, bike lanes, detectable warnings, countdown timers for pedestrian crosswalks, vehicle detection systems, traffic monitoring sites, guardrail relocation and new anchorage assemblies, drainage improvements, overhead motorist guide signs, lighting, replacing span-wire signalization with mast arms, signing and pavement markings and ATMS improvements along State Road 848 (Stirling Road) from State Road 817 (University Drive) easterly 2.768 miles to east of SR 7 / US 441; and SR 7 / US 441 from 0.152 miles south of SR-848 (Stirling Road) to 0.189 miles north of SR 848 (Stirling Road) in Broward County.	2/20/2017	3/23/2018
16119	CITY OF PEMBROKE PINES	City of Pembroke Pines, City Clerk's Office, 5th Floor, 10100 Pines Boulevard, Pembroke Pines, FL 33026.	Karl Kennedy Acting City Engineer 8300 S. Palm Dr Pembroke Pines, FL 33025 Ph: 954-518-9040	$ 1,365,605.45	20170123 - 2015-16 ROAD RESURFACING PLAN PHASE 1	To provide services for milling and resurfacing of various roads and replacement of thermoplastic pavement markings and signage.	2/21/2017	5/31/2017
16121	BROWARD CO.	Broward County 115 South Andrews Ave Ft. Lauderdale, FL 33301	Carolina Vargas, P.E. Licensed Engineer Public Works Department Highway Construction & Engineering Division Email: CVARGAS@broward.org	$ 2,110,710.44	C2111208C1 - SCHOOL ZONE PEDESTRIAN SAFETY & PRESERVATION PROGRAM CONSTRUCTION PROJECT	The scope of work includes the furnishing of all labor, materials, equipment, tools, incidentals and services required for the School Zone Pedestrian Safety and Preservation Program within public right-of-ways for the Broward County Highway Construction and Engineering Division (HCED).	12/20/2016	10/22/2018
16125	TOWN OF DAVIE	Town of Davie 6591 Orange Drive Davie, Florida 33314	Jonathan Vogt, Town Engineer Phone: 954-797-1137 jonathan_vogt@davie-fl.gov	$ 2,433,873.04	B-16-157 - DAVIE ROAD PHASE II, ROADWAY IMPROVEMENTS	The scope of the project includes but is not limited to construction of a new landscaped median, sidewalks, signalization, and new lighting as well as milling, resurfacing, and new pavement markings and signage to create a 4 lane divided roadway with bike lanes.	4/3/2017	10/30/2018
16136	BROWARD CO.	Broward County 115 South Andrews Ave Ft. Lauderdale, FL 33301	Carolina Vargas, P.E. Licensed Engineer Public Works Department Highway Construction & Engineering Division Email: CVARGAS@broward.org	$ 1,063,342.69	5424 & 5425 - INTERSECTION IMPROVEMENTS AT TWO LOCATIONS, PINE ISLAND RD & SUNSET STRIP AND SHERIDAN ST & PALM AVE	The scope of work includes the furnishing of all labor, materials, equipment, tools, incidentals and services required for Intersection Improvements at Two Locations for the Broward County Highway Construction and Engineering Division (HCED). The two locations are: Pine Island Road and Sunset Street in the City of Sunrise and at Sheridan Street and Palm Avenue in Cooper City and the City of Pembroke Pines, both in Florida.	4/24/2017	8/21/2017
16142	PALM BEACH CO.	Board of County Commissioners, Beach County Engineering & Public Works Department 2300 North Jog Road West Palm Beach, Florida, 33411	John Kopelakis Chief Construction Coordinator Direct (561) 684-4173 Fax (561) 684-4165 Email: JKopelak@pbcgov.org	$ 1,225,347.90	2014519 - SW 18TH STREET & MILITARY TRAIL	The roadway plans for Palm Beach County Project No. 2014519, consist of all work necessary to construct/widen SW 18th Street & Military Trail, Palm Beach County, Florida. The work includes mobilization, clearing and grubbing, ditch work, maintenance of traffic, maintenance of pedestrian traffic, asphalt pavement, earthwork, drainage, signalization, NPDES compliance, and other work, as directed by the Engineer.	5/22/2017	1/16/2018
17034	BERGERON LAND DEVELOPMENT, INC.	Bergeron Land Development, Inc. 19612 S.W. 69th Place Ft. Lauderdale, FL 33332	Ted Hojara Project Manager Phone: 954-680-6100 Email: thojara@bergeroninc.com	$ 1,742,498.80	R1407403C1 - SOUTHPORT PHASE 1X-B IMPROVEMENTS	Furnish and place four inch asphalt concrete pavement (2 lifts), Type SP, and 4 inch asphalt base. As contingency, furnish and place 12" compacted limerock base and 20" reinforced limerock base with 2 geogrid layers.	9/15/2017	2/8/2018

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PROJECT REFERENCES/INFORMATION

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
17038	FDOT	Florida Department of Transportation District 1 – Office of General Counsel 801 N. Broadway Bartow, Fl 33830	District 1 863-519-2623 D1prcustodian@dot.state.fl.us	$ 3,057,225.66	T-1666 - AVE J, AVE K, AND SR-25 (US-27) FROM 5TH ST TO 1ST ST AND FROM OLD US-27 TO 5TH ST	The Improvements under this Contract consist of milling and resurfacing, base work, shoulder treatment, drainage improvements, curb and gutter, guardrail, sidewalks and signing and pavement marking on Avenue J and K from 5th Street to 1st Street and on State Road 25 from Old U.S. 27 easterly 1.291 miles to 5th Street in the City of Moore Haven, Glades County.	5/20/2017	3/14/2018
17058	FDOT	Florida Department of Transportation West Palm Beach Operations 7900 Forest Hill Blvd. West Palm Beach, Fl 33413	Alain Jimenez, E.I. Project Oversite I Phone: (561) 370-1145 Cell: (561) 531-1037	$3,554,036.49	T-4447 - LYONS RD FROM 0.095 MILES S OF NORTE LAGO 0.693 MILES NORTHERLY TO PINE SPRINGS DR	The Improvements under this Contract consist of milling, resurfacing, widening,base work, shoulder treatment, earthwork, drainage improvements including French Drain, curb and gutter, sidewalk, signing and pavement markings, guiderail, guardrail removal, and signalization along Lyons Road from 0.095 miles south of Norte Lago,0.693 miles northerly to Pine Springs Drive in Palm Beach County.	7/17/2017	8/24/2018
17070	FDOT	Florida Department of Transportation West Palm Beach Operations 7900 Forest Hill Blvd. West Palm Beach, Fl 33413	Brian Israelson Project Oversite 1 Office: 561-370-1123 Cell: 561-246-0334	$3,520,178.33	T-4464 - SR 808 (GLADES RD) FROM SR 7(US 441) TO SR-5 (US-1)	The Improvements under this Contract consist of milling and resurfacing,guardrail, sidewalks, driveways, drainage improvements, ITS, fiber optic, pedestrian signals, mast arm signalization including temporary signalization, vehicle detection systems, lighting, and signing and pavement markings along SR-808 (Glades Road) from 0.325 miles west of SR-7 (US-441) easterly 7.615 miles to SR-5 (US-1), noting that the majority of the Work is within Construction Limits ancillary to SR-808 (Glades Road), partially in the City of Boca Raton, entirely in Palm Beach County.	8/14/2017	1/15/2019
17077	CITY OF BOCA RATON	City of Boca Raton Municipal Services Department 201 W Palmetto Park Road Boca Raton, FL 33432	Elsa Tellez Chief Construction Inspector Phone: (561) 416-3424 Cell: (561) 239-0389	$1,627,500.03	BID NO. 2017-034 - ST. ANDREWS BOULEVARD RESURFACING AND SOUTH VERDE TRAIL RIGHT TURN LANES	Resurfacing on St. Andrews Blvd and the construction of two right turn lanes on South Verde Trail. St. Andrews Blvd resurfacing includes the milling and resurfacing of a 1.3 mile section of St. Andrews Blvd between Palmetto Park Road and Glades Road, construction of median modifications, drainage improvements, a new eight-foot wide pathway, repairs to existing pathways and minor ADA improvements.	9/5/2017	6/4/2018
17096	TOWN OF DAVIE	Town of Davie 6591 Orange Drive Davie, FL 33314 Phone 954.797.1082	Laura A. Borgesi, PE, PSM, MPA Town Engineer Direct 954.797.1096 Fax 954.797.1142 lborgesi@davie-fl.gov	$4,372,170.00	COOPERATIVE/PIGGYBACK AGREEMENT OFF BROWARD CO. J1387002B1, JOB 16065 ROAD RESURFACING PROJECTS	Furnish all labor, materials, equipment, supervision and incidentals required to perform roadway milling, resurfacing, pavement marking, miscellaneous pavement repair activities, and maintenance of traffic per specifications in a competent and professional manner and in compliance with all applicable building, safety, technical and related codes and laws. Construction activities shall conform to the latest edition of	8/17/2017	2/14/2019
17098	TOWN OF DAVIE	Town of Davie 6591 Orange Drive Davie, FL 33314 Phone 954.797.1082	Jonathan Vogt, Town Engineer Phone: 954-797-1137 jonathan_vogt@davie-fl.gov	$6,278,108.06	ITB NO. B-17-151; NOVA DRIVE ROADWAY IMPROVEMENTS	The scope of work includes but is not limited to widening the existing multi-lane road configuration throughout the corridor to accommodate a combination of sharrow and designated bike lanes, intermittent landscape medians, right turn lanes, and the construction of a traffic round-a-bout 200' west of SW 71st Terrace together with the expansion to a four lane divided section with landscaped medians from Davie Road to College Avenue. Existing drainage facilities will be modified and new drainage facilities will be added. New sidewalks, curbing, curb ramps, roadway lighting, landscaping with irrigation, new signalization, as well as road construction.	12/19/2017	12/21/2020
17099	CROUCH RAILWAY CONSULTING, LLC	Crouch Engineering, Inc 2005 W US 27 Clewiston, FL 33440 Office: (863) 902-1554 Cell: (863) 843-0605	Don Jeffery Construction Manager djeffery@crouchengineering.com	$1,473,833.97	SCFE (SOUTH CENTRAL FLORIDA EXPRESS) SE EXTENSION - US 27 RAIL CROSSING PROJECT NEAR 1598 US 27, SOUTH BAY, FL 33493	The bid proposal is being requested for "SCFE SE Extension – US 27 Rail Crossing Project" which is located near 1598 US 27, South Bay, FL 33493. The objective and ultimate goal for this project consists of proposed traffic control, demolition, grading, paving, median construction, landscaping, signing, and striping, and other work for the raising of US 27 highway for a proposed railroad / highway grade crossing. The project is located just south of South Bay at MP 72.66 to MP 72.81 on US 27 as shown on the Plans. Crouch Railway Consulting, LLC. invites you to bid to furnish all materials, labor, supervision, transportation, tools, equipment and items incidental to construction necessary to complete the proposed project.	12/21/2017	5/20/2018
17101	CITY OF FORT LAUDERDALE	Fort Lauderdale Executive Airport (954) 828-6536	Fernando Blanco Airport Engineer/Project Manager II fblanco@fortlauderdale.gov	$1,388,944.00	FXE AIRPORT TAXIWAY INTERSECTION IMPROVEMENTS, FORT LAUDERDALE EXECUTIVE AIRPORT	This Project is located at the Fort Lauderdale Executive Airport. The work includes, but is not limited to, pavement milling/demolition, grading, limerock, prime/tack, P-401 asphalt paving, pavement striping,sodding, watering period; installation of cabling, conduits, taxiway edge lights, guidance signs, and modifications to the Airfield Lighting Computer Controlled Monitoring system in the electrical vault and air traffic control tower.	12/14/2017	4/15/2018

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17118	SILVER LAKES COMMUNITY ASSOC., INC.	Pines Property Management 6941 SW 196 Ave Suite 27 Pembroke Pines, FL 33332	Robert Moses, LCAM, CMCA, AMS VP of Operations/General Manager Phone: 954-438-6570 ext. 220 Fax: 954-438-3951 robert@pinespropertymanagement.com	$1,270,888.78	SILVER LAKES ROADWAY RESURFACING PROJECT PHASE 4	The purpose of this project is to provide resurfacing and related work on the local roads as identified in the 2017 Roadway Resurfacing (Phase IV) plans for Silver Lakes, Florida. The areas to be resurfaced are defined on the drawings prepared by BTE dated 3-15-17. The contractor shall mill and resurface the areas located within the boundaries indicated on the BTE drawings. The subsequent sections of this specification describe appropriate information for this work.	10/31/2017	2/2/2020
17122	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Francisco Lledo Project Oversite I Phone: 305-640-7506 Cell: 305-619-7144 Email: Francisco.lledo@dot.state.fl.us	$1,387,410.35	T-6436, SR 90 (SW 8 ST) AND SR 973 (SW 87 AVE)	The Improvements under this Contract consist of intersection improvements along State Road No. 90 / SW 8th Steet from West of SW 90th Avenue to East of SW 86th Court and along State Road No. 973 / SW 87th Avenue from SW 14th Street to North of SW 4th Street .	4/18/2018	3/14/2019
17126	BROWARD CO.	Highway and Bridge Maintenance Division 1600 Blount Road, Pompano Beach, FL 33069	Leah deRiel, P.E. Email: lderiel@miramarfl.gov Phone (305) 219-4035	$6,599,707.17	PEMBROKE ROAD CONSTRUCTION (DYKES TOAD TO SILVER SHORES BLVD)	Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for Pembroke Road Construction (Dykes Road to Silver Shores Blvd). The improvements include reconstruction of Pembroke Road from two lanes to four lanes divided roadway with Complete Streets elements, including designated bicycle lanes, sidewalks, drainage, lighting, signalization,landscaping, and irrigation improvements. This project includes County Incentive Grant Program funding from Florida Department of Transportation (FDOT) for construction services	3/26/2018	11/4/2019
17129	CITY OF MIRAMAR	City of Miramar Construction & Facilities Management Department 2200 Civic Center Place Miramar, FL 33025	Salvador Zuniga, P.E. Development Engineer Email: sezuniga@miramarfl.gov Phone: (954) 602-3323	$1,968,988.00	HISTORIC MIRAMAR COMPLETE STREETS-PHASE II	The improvements consists of sidewalk, driveways, curb and gutter construction, landscaping, lighting and preparation and implementation of Maintenance of Traffic. Improvements are within an area bounded by Pembroke Road to the north County Line Road to the south, SW 62 Ave to the west and SR 7 to the east.	3/5/2018	5/14/2019
17132	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Dru Badri Assistant Resident Engineer Phone: (305) 401-1560 Email: Dru.Badri@dot.state.fl.us	$1,525,970.08	T-6430, SR 953 (LE JEUNE RD) FROM SW 2ND STREET TO NW 11TH STREET	The improvements consists of milling and resurfacing, driveways, curb and gutter construction, landscaping, lighting, signalization and preparation and implementation of Maintenance of Traffic. Improvements consist of intersection improvements along SR-953/LeJeune Rd from SW 2nd Street to NW 11th Street in Miami-Dade County.	6/2/2018	3/4/2019
18031	SOUTHEAST CHEROKEE CONSTRUCTION, INC.	Southeast Cherokee Construction, Inc. 14140 SW 72nd Ave Palmetto Bay, FL 33158	Anthony Gorman Phone: (786) 236-5876 agorman@secherokeeconstruction.com	$3,525,552.15	CONTRACT # W912QR-17-C-0029, CONSTRUCTION ENTRY CONTROL COMPLEX, HOMESTEAD AFB	Furnish all labor, materials, equipment, supervision and incidentals required to perform earthwork, water and sewer install, drainage, asphalt surfacing, concrete curb and sidewalk, implementation of Maintenance of Traffic, pavement markings and signage for the construction of the Entry Control Complex located on Homestead Air Force Base.	3/27/2018	11/6/2019
18038	BROWARD CO.	Broward County 115 South Andrews Ave, Ft. Lauderdale, FL 33301	Fong Mie, Project Manager Highway & Bridge Maintenance Division 1600 Blount Road Pompano Beach, FL 33069 Ph: 954-357-4967 Email: fmie@broward.org	$ 4,372,170.00	J1387002B1 - BROWARD CO. PAVEMENT RESURFACE & REPAIR SERVICES	Furnish all labor, materials, equipment, supervision and incidentals required to perform roadway milling, resurfacing, pavement marking, miscellaneous pavement repair activities, and maintenance of traffic per specifications in a competent and professional manner and in compliance with all applicable building, safety, technical and related codes and laws.	2/3/2018	7/4/2019
18054	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Colin Johnson, Project Administrator Cell: (305) 401-1615 Email: Colin.Johnson@dot.state.fl.us	$1,584,337.03	E-6L27, SR 7 / NW 7 AVE FROM N OF NW 79 ST TO LITTLE RIVER DRIVE	The improvements consists of milling and resurfacing, pavement markings, guardrails, drainage improvements, curb and gutter construction, landscaping, lighting, signalization and preparation and implementation of Maintenance of Traffic. Improvements consist along State Road 7/Northwest 7 Avenue from north of Northwest 79 Street to Little River Drive.	9/19/2018	6/12/2019
18056	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Mackendy Philippi Project Administrator I Office: (954) 958-7693 Cell: (954) 298-8360 Email: Mackendy.Philippi@dot.state.fl.us	$ 1,095,456.32	E-4T06, PARK AND RIDE DAVIE ROAD AT SR 862 / I-595	Widening, milling and resurfacing, curb and gutter, drainage improvements, sidewalk and driveways, bus shelterpads, bus shelter relocations, signing and pavement markings, detectable warning surfaces, vehicle detection systems, ITS components for an Intelligent Parking System, and lighting within the existing Park and Ride facility at the southeast quadrant of the intersection of State Road 84 (I-595 eastbound frontage road) and Davie Road, with connections to Reese Road, in the City of Davie.	6/11/2018	4/3/2019

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18057	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Steve Clark, Project Administrator Cell: 954-818-3600 sclark@aimengr.com	$ 1,711,929.30	E-4T01, SR 80 / SOUTHERN BLVD FROM PIKE ROAD EASTERLY 0.379 MILES TO EAST OF TRUCK AND TRAILER WAY	Widening, milling and resurfacing, gravity wall, Class IV culverts and retaining walls, drainage improvements (including pipe culverts, curb and barrier wall drainage inlets, and curb and gutter), driveways, sidewalks, guardrail, pedestrian railing, rip-rap, fencing, signing and pavement markings, sign structures, lighting, signalization (including pedestrian detectors and signals, and vehicle detection systems) along State Road 80 (US 98/Southern Boulevard) fro Pike Road easterly 0.379 miles to east of Truck and Trailer Way.	5/17/2018	3/29/2019
18060	RUSSELL ENGINEERING, INC.	RUSSELL ENGINEERING, INC. 2530 S.W. 36TH STREET FT. LAUDERDALE, FL 33312	Brian Gibbs, V.P. Ph: 954-691-7762 Email: brian.g@russellengineering.com	$ 1,114,438.25	COUNTY PROJECT NO. 5413, CONTRACT NO. N2114545C1, REI JOB NO. 1708010	The contract consist of milling and resurfacing Wiles Road from Riverside Drive to Rock Island Road.	7/12/2018	7/29/2020
18070	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Timothy Butler Ph: 954-958-7646 Email: Timothy.butler@dot.state.fl.us	$ 1,000,000.00	E-4T12, BROWARD COUNTY PUSH BUTTON CONTRACT TRAFFIC OPERATIONS	The contract consist of roadway construction, intersection improvements, roadway signing and pavement marking throughout Broward County.	6/17/2019	7/14/2020
18075	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Hugues Charles, E.I., Project Administrator Phone: 954-958-7639 Email: Hugues.Charles@dot.state.fl.us	$ 1,327,221.23	T-4480, NW 19TH ST FROM SR 7TH (US 441) TO SR 845 (POWERLINE RD) AND FROM SR 7TH (US 441) TO NW 31ST AVE	The improvements under this contract consist of added bike lanes along NW 19th Street via lane width reduction with milling and resurfacing, sidewalk and driveways, ADA ramps with detectable warnings, drainage improvements, curb and gutter, bus shelter relocations, signing and pavement markings, and signalization with pedestrain detectors; and lighting including LED retrofit at specific locations.	10/1/2018	6/30/2019
18076	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Franche Perdomo, Project Administrator Phone: 786-447-4295 Email: franche.perdomo@dot.state.fl.us; FPerdomo@bpaengineers.com	$ 2,865,340.29	T-6419, SR 944 (NW/NE 54TH ST) FROM E OF NW 7TH AVE TO BISCAYNE BLVD AND NW 6TH CT TO NE 1ST AVE	The improvements under this contract consist of milling and resurfacing along SR 944 (NW/NE 54th Street) and intersection improvements.	10/10/2018	8/16/2019
18077	MONROE COUNTY	Monroe County, Engineering Department 102050 Overseas Highway, Suite 229 Key Largo, FL 33037	Debra London, Project Manager Phone: 305-453-8754 Email: London-Debra@MonroeCounty-FL.Gov	$ 1,622,981.58	KEY LARGO II ROADWAY AND DRAINAGE IMPROVEMENT PROJECT	The contract consist of roadway and drainage improvements. This includes roadway reconstruction, widening, milling, overlay existing road surfaces with asphaltic concrete pavement, regrading roadway shoulders, pavement markings, signage, drainage and other roadway construction per drawings and specifications.	8/22/2018	5/10/2019
18112	BOCA RATON AIRPORT AUTHORITY	Boca Raton Airport Authority 903 NW 35th Street Boca Raton, FL 33431	Scott Kohut, Deputy Director Phone: (561) 391-2202, Ext. 212 Cell: (561) 239-3078 Email: scott@bocaairport.com	$ 1,036,960.00	2018 AIRFIELD IMPROVEMENTS, SCHEDULE D - REJUVENATE AND REMARK RUNWAY 5-23	The contract consist of asphalt surface treatment, M.O.T. and pavement markings of Runway 5-23.	10/1/2018	11/22/2018
18114	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Colin Johnson, Project Administrator Cell: (305) 401-1615 Email: Colin.Johnson@dot.state.fl.us	$ 1,113,869.25	T-6444, SR 934 (E 25th ST / NW 79th ST) from E 4th AVE / NW 47th AVE to E 12th AVE / NW 37th AVE	Improvements consist of intersection improvements along SR 934 (E 25th ST / NW 79th ST)	4/8/2019	1/21/2020

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18129	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Jacki Hart, PE Senior Project Engineer 3100 Overseas Hwy, Marathon, FL 33050 Phone: 954-775-6949 Cell: 305-509-7504 jacki.hart@rsandh.com	$ 1,590,778.72	E-6L91, SR 5 / N ROOSEVELT ROAD (PEDESTRIAN HYBRID BEACONS AND LIGHTING)	The contract consists of traffic operations improvements to install hybrid beacons and lighting at five locations along State Road 5 / North Roosevelt Boulevard in City of Key West.	2/23/2019	9/27/2019
18130	CITY OF BOCA RATON	City of Boca Raton Municipal Services Department 201 W Palmetto Park Road Boca Raton, FL 33432	Zachary Bihr, P.E. Assistant City Civil Engineer Phone: 561-416-3430 ZBihr@ci.boca-raton.fl.us	$ 1,500,000.00	2018-056, ANNUAL GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION	The contract is for multiple roadway construction improvement projects which may include, road resurfacing, road construction, asphalt bike paths, concrete sidewalks, ADA improvements, concrete bus pads, intersection turn lanes, enhanced speed humps, roadway narrowing, pavment marking, and drainage improvements associated with road work.	5/15/2019	
18138	MIAMI-DADE CO.	Miami Dade County 111 N.W. 1st Street Miami, FL 33128	Frank Mendoza Phone: 305-375-2111 Cell: 305-281-9724 Email: mendoz@miamidade.gov	$ 1,714,535.08	RPQ NO. 2018-0176 (MCC 7360 PLAN), PUSH BUTTON NORTH ROADWAY RESURFACING CONTRACT	The improvements under this contract consist of North Roadway Resurfacing Pushbutton Projects.	2/19/2019	12/15/2020
18139	MIAMI-DADE CO.	Miami Dade County 111 N.W. 1st Street Miami, FL 33128	Frank Mendoza Phone: 305-375-2111 Cell: 305-281-9724 Email: mendoz@miamidade.gov	$ 1,666,507.51	RPQ NO. 2018-0177 (MCC 7360 PLAN), PUSH BUTTON SOUTH ROADWAY RESURFACING CONTRACT	The improvements under this contract consist of South Roadway Resurfacing Pushbutton Projects.	5/6/2019	12/15/2020
18145	SEMINOLE TRIBE OF FLORIDA	Seminole Tribe of Florida Headquarters 6300 Stirling Road Hollywood, Florida 33024	James R. Jeffers, PE 954-901-6951 Email : jamesjeffers@semtribe.com	$ 6,189,208.61	JOSIE BILLIE HIGHWAY (BIA 1281) MAINTENANCE SERVICES SEGMENT 2 MILLING, RESURFACING AND SHOULDER RECONSTRUCTION	The improvements consist of Josie Billie Highway Segment 2 milling, resurfacing and shoulder reconstruction along 5.8 miles of roadway. Major components require mobilization, M.O.T., clearing, earthwork, milling, resurfacing, should reconstruction, installation of guardrail, signage and pavement marking.	12/3/2018	2/21/2020
19038	MICCOSUKEE TRIBE OF INDIANS OF FLORIDA	Miccosukee Tribe of Indians of Florida P.O. Box 440021, Tamiami Station Miami, FL 33144	Joshua Hildebrand Phone: 239-461-2481 Cell: 239-872-4039 Email: jhildebrand@johnsoneng.com	$ 1,332,942.48	MICCOSUKEE INDIAN VILLAGE TURN LANE IMPROVEMENTS, SR 90	The improvements consist of adding and extending the existing turn lane on SR 90 with signalization and sidewalks.	6/17/2019	2/20/2020
19041	CITY OF DEERFIELD BEACH	The City of Deerfield Beach 401 SW 4th Street Deerfield Beach, FL 33441	John Melton 954-520-0186 Jmeilton@deerfield-beach.com	$ 5,030,303.18	2019 CITYWIDE STREET RESURFACING, ITB NO. 2018-19/03	The improvements under this contract consist of resurfacing various streets within the City of Deerfield Beach.	4/10/2019	
19044	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Jesús Fuentes, P.E. American Engineering Group, Inc. (954) 495-6341 jfuentes@americanenggroup.com	$ 4,133,433.17	T-4501, NE 48 / 49 ST, NE 11 AVE, SW 3RD AVE AND SE 2ND AVE	The improvements under this contract consist of milling and resurfacing, curb and gutter, sidewalk, driveways, detectable warnings, pavers, signing and pavement markings, lighting including special light poles and luminaires, utility adjustments, sod, and monitoring existing structures along NE 48/49 Street, NE 11 Avenue, and SE 2nd Avenue.	7/12/2019	3/6/2021

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19045	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Hugo E. Da Silva, P.E. Project Administrator Phone: 954-599-9208 Email: HDaSilva@cgasolutions.com	$ 2,257,890.88	T-4503, SR 858 (HALLANDALE BEACH BLVD) FROM SERTA RAIL CROSSING NO. 628290-Y EASTERLY 0.147 MILES TO ANSIN BLVD	The improvements under this contract consist of widening, milling and resurfacing, drainage improvements, concrete sidewalk, guardrail, signing including internally illuminated, pavement markings, signalization including steel mast arms, vehicular and pedestrain detectors, fiber optic, lighting and monitor existing structures along SR 858 (Hallandale Beach Blvd).	7/27/2019	4/26/2020
19057	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Juan J. Hitchman Project Administrator Office: 305-640-7418 Cell: 305.968.8453 Email: Juan.Hitchman@dot.state.fl.us	$ 1,000,000.00	E6L75, PUSH BUTTON - TRAFFIC OPERATIONS SIGNAL	The contract consists of traffic operations signal improvements at various locations throughout Miami-Dade County.	6/7/2019	
19072	BROWARD CO.	Highway Construction & Engineering Division 1 N University Drive Plantation, FL 33324	Tom Muzicka P.E. GC Construction Management Supervisor Office: 954-577-4562 Cell: 954-325-1529	$ 2,208,345.93	PNC2118234C1, SHERIDAN STREET AND DYKES ROAD INTERSECTION IMPROVEMENTS	Improvements consist of intersection improvements at Sheridan Street and Dykes Road in the Town of Southwest Ranches.	10/3/2019	12/18/2020
19075	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Yveins Jean-Pierre, P.E. Broward Construction Manager Office: 954-940-7611 Cell: 954-914-0293 Yveins.Jean-Pierre@dot.state.fl.us	$ 3,289,804.03	T4524, SR 736 (DAVIE BLVD) FROM W OF SR 9 (I-95)	The improvements under this contract consist of safety improvements on SR 736 (Davie Blvd) featuring pavement milling and resurfacing, signalization with mast arms, elevated (bridge intersection) signalization with mast arms and special foundations, temporary strain pole signalization, concrete traffic railing and barrier wall, pedestrian and bicycle railing, roadway lighting, bridge-mounted lighting, guardrail, signing, thermoplastic and painted pavement markings, permanent tape pavement markings, detectable warnings, fence and fence gate, and ITS system components.	10/14/2019	1/11/2021
19078	BROWARD CO.	Broward County 115 South Andrews Ave, Ft. Lauderdale, FL 33301	Fong Mie, Project Manager Highway & Bridge Maintenance Division 1600 Blount Road Pompano Beach, FL 33069 Ph: 954-357-4967 Email: fmie@broward.org	$ 4,124,277.50	PNC2118215B1 - BROWARD CO. PAVEMENT RESURFACE & REPAIR SERVICES	Furnish all labor, materials, equipment, supervision and incidentals required to perform roadway milling, resurfacing, pavement marking, miscellaneous pavement repair activities, and maintenance of traffic per specifications countywide.	6/27/2019	
19099	HENDRY CO.	Hendry County 99 E Cowboy Ave. LaBelle, FL 33935	Kelly O'Nan Engineer Intern Phone: 863-612-4727 Email: konan@hendryfla.net	$ 1,017,553.87	BID NO. 2019-30, FINANCIAL PROJECT NO. 436651-1-54-01/02	The work consists of the roadway and associated sidewalk improvements on WC Owen Avenue to US 27 which in include: clearing and grubbing, milling and resurfacing of existing roadway, concrete sidewalk, driveway and turnout construction, grading work to include re-grading of slopes, utility coordination, signal removal, signal upgrades, pedestrian signal installation, sod, erosion control measures, signage and striping, and Maintenance of Traffic.	1/27/2020	8/6/2020
19101	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Jonathan Guzman, Project Administrator Office: 305-436-9662 Cell: 786-473-7595 Email: JGuzman@metriceng.com	$ 11,069,050.11	T4522, LYONS RD FROM FERN FOREST NATURE CENTER ENTRANCE TO SR 869 (SAWGRASS EXPY)	The improvements under this contract consist of, but are not limited to, widening, milling and resurfacing, concrete (curb and gutter, sidewalk, driveways), guardrail (with special posts and approach/trailing treatments), monitor existing structures (inspection and settlement), selective clearing and grubbing, drainage improvements including French Drain, pavement markings (roadway, patterned pavement, detectable warnings; includes tape, paint, and thermoplastic), signing, lighting, signalization, and irrigation repairs along Lyons Road.	1/6/2020	

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PROJECT REFERENCES/INFORMATION

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
19107	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Leo Bermudez FDOT Construction Project Manager Office: 305-640-7108 Cell: 305-968-4079 Leonardo.Bermudez@dot.state.fl.us	$ 5,172,451.85	T6469, SR 925 (NW 3RD CT) AND NW 3RD AVE FROM NW 1ST ST TO NW 8TH ST	The improvements under this contract consist of milling and resurfacing along SR 925 (NW 3rd Court) and NW 3rd Avenue.	5/29/2020	5/3/2021
19111	CONDOTTE AMERICA, INC.	CONDOTTE AMERICA, INC. 10790 NW 127TH STREET MEDLEY, FL 33178	Matthew Sturm, Sr. Project Manager Ph: 305-670-7585 ext 115 Cell: 954-348-3750 msturm@condotteamerica.com	$ 1,613,900.92	NW 21st AVE FROM OAKLAND PARK BLVD TO COMMERCIAL BLVD, T4505	The improvements under this contract consist of milling and resurfacing with maintenance of traffic.	11/25/2019	4/4/2021
19112	BROWARD CO.	Broward County 115 South Andrews Ave, Ft. Lauderdale, FL 33301	Nirmal Datta, P.E., Design Section Manager Ph: 954-577-4599 Email: ndatta@broward.org	$ 23,589,541.00	ROADWAY, DRAINAGE, TRAFFIC & MISCELLANEOUS CONSTRUCTION PNC2119323B1	Furnish all labor, materials, equipment, supervision and incidentals required to perform roadway reconstruction, widening, milling, resurfacing, pavement marking, drainage work, traffic control and signalization, school flushers, communications network, street lighting, water and sewer, landscaping, signing and pavement marking, guardrail, maintenance of traffic per specifications in a competent and professional manner and in compliance with all applicable building, safety, technical and related codes and laws.	11/22/2019	
20027	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Timothy Butler Ph: 954-958-7646 Email: Timothy.butler@dot.state.fl.us	$ 1,000,000.00	E-4U18, BROWARD COUNTY PUSH BUTTON CONTRACT TRAFFIC OPERATIONS	The improvements consist of milling and resurfacing, concrete (sidewalk and driveways, gravity wall), handrail, pavers, lighting, drainage improvements, intersection improvements, and signing and pavement markings at various locations throughout Broward County.	2/13/2020	
20037	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Ashleigh Harless Ph: 305-640-7194 Cell: 305-986-2754 Ashleigh.Harless@dot.state.fl.us	$ 1,171,214.78	T-6498, SR 860 (MIAMI GARDENS DR) AT BISCAYNE BLVD	The improvements under this contract consist of intersection improvements along SR 860 (Miami Gardens Drive).	7/22/2020	4/6/2021
20065	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Erik Nemati, P.E. Construction Project Manager Ph: 954-958-7671 Cell: 954-299-6441 Erik.Nemati@dot.state.fl.us	$ 17,557,322.99	E4T68, BROWARD MPO REGIONAL COMPLETE STREETS INITIATIVE PROJECT	This Design Build Contract includes six individual mobility and includes 13.79-mile corridor to provide a safe corridor for all modes of transportation. Improvements vary for each project but include roadway, incorporate bicycle lanes, drainage, decorative lighting, decorative sidewalks, signing and pavement markings, signals, landscaping, utility adjustments and structures.	4/5/2021	
20072	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Wodler Blaise Broward Operations Construction Project Administrator Ph: 954-958-7641 Cell: 954-928-5715 Woodler.Blaise@dot.state.fl.us	$ 1,201,295.38	T4549, NW 62ND AVE AND TURTLE CREEK RD FROM BLAND RD TO SAMPLE RD AND FROM SAMPLE RD TO SR 7 (US 441)	The improvements under this contract consist of, but are not limited to, milling and resurfacing, concrete (curb and gutter, sidewalk and driveways), signing (single post), pavement markings (painted and thermoplastic, detectable warnings), manhole adjustments, selective clearing and grubbing (tree removal, tree protection, branch pruning), pull boxes and sod along NW 62nd.	7/16/2020	
20080	CITY OF PEMBROKE PINES	City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	Karl Kennedy, City Engineer Ph: 954-518-9040 Cell: 954-829-4507 kkennedy@ppines.com	$ 1,536,204.12	PIGGYBACK BROWARD COUNTY, BID NO. PNC2119323B1, ROADWAY, DRAINAGE, TRAFFIC MISCELLANEOUS CONSTRUCTION	The improvements under this contract consist of roadway, drainage, traffic services and materials for Westview Neighborhood, Dykes Road (NW 12th Street to NW 15th Street), NW 18th Place (NW 107 Ave to East of NW 104 Ave) and NW 97th Ave (Taft Street to NW 24 Street).	7/30/2020	

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Attachment #2

PROJECT REFERENCES/INFORMATION

Work performed over last 5 years

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
20098	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Francisco Lledo, Project Manager PH: 305-640-7506 Cell: 305-619-7144 Francisco.Lledo@dot.state.fl.us	$ 4,604,160.51	T6505, SR 94 (KENDALL DR / SW 88 ST) FROM E OF SW 150TH AVE TO E OF SW 132ND AVE	The improvements under this contract consist of milling and resurfacing along SR 94 (Kendall Dr/SW 88 ST) and intersection improvements between SW 149th Ave and 147th Ave.	2/1/2021	
20106	SILVER LAKES COMMUNITY ASSOC., INC.	Pines Property Management 6941 SW 196 Ave Suite 27 Pembroke Pines, FL 33332	Robert Moses, LCAM, CMCA, AMS VP of Operations/General Manager Phone: 954-438-6570 ext. 220 Fax: 954-438-3951 robert@pinespropertymanagement.com	$ 3,690,808.10	SILVER LAKES RESURFACING PROJECT PHASE 4 COMPLETION AND PHASE 5	Improvements consist of Phase 4 completion neighborhoods are Grande Cay, Marina Pointe, Pelican Cove, Sapphire Pointe and Sunset Pointe. The Phase 5 is eight neighborhoods are Marina Isle, Pelican Sound, Pelican Isle, Marina Sound, Sapphire Shores, Tiffany Cove, The Enclave and The Isles. Phase 5 also includes NW 180th Ave, NW 2nd St, Boating North, Boating Park Sound and Boating Park West.	11/3/2020	
21029	BOCA RATON AIRPORT AUTHORITY	Boca Raton Airport Authority 903 NW 35th Street Boca Raton, FL 33431	Scott Kohut, Deputy Director Phone: (561) 391-2202, Ext. 212 Cell: (561) 239-3078 Email: scott@bocaairport.com	$ 3,816,954.80	BID NO. 2020-BRAA-003 AIRPORT ROAD IMPROVEMENTS	The project includes the widening of the existing Airport Road including new roadway base and pavement, new RCP storm drainage, new tenant driveway entrance features, landscaping and irrigation. The project also includes the demolition of the existing overhead Florida Power & Light (FPL) power and poles and ATT communication duct banks. Other work includes new airport tenant electrical services, installation of new fire hydrants, pavement markings, signage, seal coating, airport monument signs, and FPL roadway lighting.	2/15/2021	
21046	CITY OF POMPANO BEACH	City of Pompano Beach 1190 N.E. 3rd Avenue, Building C (front) Pompano Beach, Florida 33060	Gary Eagle, Engineering Inspector III Phone: 954-786-5521 Email: gary.eagle@copbfl.com	$ 1,089,290.50	TAXIWAY DELTA PHASE II RECONSTRUCTION BID NO. T-34-20	This project consists of reconstruction of portions of Taxiway Delta at the Pompano Beach Airpark. Work included the milling and overlay of asphalt pavement, pavement demolition and construction, airfield electrical improvements, pavement markings, drainage improvements and sodding.	6/26/2021	

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Attachment #3

Weekley Asphalt Paving, Inc.
Equipment List

CLASS			
100	Equip #	Description	Serial #
	021	2010 FORD EXPEDITION	1FMJU1F56AEB08057
	22	2015 FORD EXPEDITION KING	1FMJU1JT1FWF03082
	24	2014 DODGE RAM 3500	3C6URVHD2EE130640
	026	07 FORD EDGE	2FMDK36C67BB38418
	030	01 CHRYSLER TOWN & CTRY	2C8GP54L61R400405
	031	2012 DODGE DURANGO	1C4SDHCT2CC204738
101	035	2011 FORD F-250	1FT7W2AT0BEC28572
	036	2011 FORD F-250	1FT7W2AT8BEC66373
	037	06 FORD F-250	1FTSX20P36ED62560
	038	2011 FORD F-250	1FT7X2AT5BEC33702
	040	06 FORD F-250 SUPER DUTY	1FTSX20P66EB67178
	041	2014 DODGE RAM 2500	3C6MR4ALXEG269317
	042	2014 DODGE RAM 3500	3C7WRSCLXEG242950
	043	2015 DODGE RAM 3500	3C7WRSAL4FG570367
	44	2015 DODGE RAM 1500	1c6rr6fm2fs521896
	045	06 FORD F-250 SUPER DUTY	1FTSX20PX6EB88955
	052	99 FORD F-250 SUPER DUTY	1FTNX20F8XED77643
	056	06 FORD F-250 SUPER DUTY	1FTSX20P76ED83489
	061	15 DODGE RAM 5500 P/U	3C7WRMFL7FG511575
	063	02 DODGE RAM 2500 P/U	3B7KC23662M263038
	065	1999 DODGE RAM 2500 LARAM	1B7KC2367XJ511477
	073	04 F150 SUPERCAB	1FTPX12594NC08525
	077	2013 FORD F-150	1FTFW1CT0DFC39720
	078	2013 FORD F-150	1FTFW1CT3DFC47441
	79	2015 DODGE RAM 1500	1C6RR6FM3FS535287
	80	2015 DODGE RAM 1500	1C6RR6FM1FS535286
	87	2016 DODGE RAM 1500 QUAD	1C6RR6FM0GS243503
	88	2016 DODGE RAM 1500 CREW	1C6RR6KM0GS298135
	091	08 DODGE LARAMIE	1D7HA182X8S583999
	094	08 DODGE RAM 1500	1D7HA18258S524987

Weekley Asphalt Paving, Inc.

Equipment List

101	Equip #	Description	Serial #
	095	2014 DODGE RAM 1500	3C6JR6DM5EG269972
	099	2012 DODGE RAM 1500	1C6RD7FP9CS342359
	103	06 FORD F-350 SUPER DUTY	1FDWW36P26EB93595
	105	04 USED FORD F-350 SUPER	XLFTSW30P74EC19262
	109	05 FORD F250 SUPER DUTY	1FTSX20P95EB86239
	130	2016 ISUZU TRUCK	JALB4W172G7F00109
	112	06 FORD F350 SUPER DUTY	1FDWW36P86EC25806
	177	2015 DODGE RAM 2500	1C6UR4CL6FG509655
	178	2015 DODGE RAM 1500	1C6RR6FMXFS535285
	179	14 DODGE RAM 3500	3C7WRSBL2EG138227
	181	14 DODGE RAM 3500 FLATBED	3C7WRSCLXEG120816
	182	2014 DODGE RAM	3C7WRSAL9EG182811
	183	2014 DODGE RAM 2500	3C6UR4CL3EG146472
	184	2013 DODGE RAM 2500 CREW	3C6UR4HL2DG578705
	185	2013 RAM 2500 TRUCK	3C6UR4HL5DG520202
	186	2011 DODGE 4500 CREW	3D6WU6CLXBG580440
	188	2011 DODGE RAM 3500	3D73M3CLXBG512555
	189	2011 DODGE RAM 3500	3D73M3CL1BG512556
	190	07 DODGE MEGA 3500 TRUCK	3D7ML39C47G701062
	191	07 DODGE 3500 MEGA CAB TK	3D7ML39L07G701060
	192	07 DODGE 3500 MEGA CAB TK	3D7ML39L57G701054
	195	05 F450 FLAT BED	1FDXF46P45EC89110
	197	2015 DODGE 1500 LONGHORN	1C6RR7PT7FS529505
	198	2011 FORD F-550	1FDUF5GT2BEA65432
	199	1999 FORD F-550	1FDAF56F0XEC43330
	SE107	1999 FORD F350 CREW CAB	1FTSW30F8XEE69556
	PV-001	2014 DODGE RAM 4500	3C7WRLEL7EG209021
	PV-002	2011 DODGE 2500 P/U TRUCK	3D7UT2HL3BG584367
	PV-003	2013 FORD F-350	1FT8W3BT6DEB12207
104			
	T24	06 MACK DUMP TRUCK CV713	1M2AG11C06M040414

Weekley Asphalt Paving, Inc.
Equipment List

104	Equip #	Description	Serial #
	T25	06 MACK DUMP TRUCK CV713	1M2AG11C26M040284
	T26	05 MACK DUMP TRUCK CV713	1M2AG11C55M020870
	T27	05 MACK DUMP TRUCK CV713	1M2AG11C25M022351
	T28	04 MACK DUMP TRUCK CV713	1M2AG11CX4MO12181
	T29	05 MACK DUMP TRUCK CV713	1M2AG11C15MO17318
	T30	05 MACK DUMP TRUCK CV713	1M2AG11C75MO35659
	T31	04 MACK DUMP TRUCK CV713	1M2AG11C84M013068
	T32	07 MACK DUMP TRUCK CV713	1M2AG11C17M055683
	T33	06 MACK DUMP TRUCK CV713	1M2AG11C76M030768
	T34	06 MACK DUMP TRUCK CV713	1M2AG11C96M033476
	T35	06 MACK DUMP TRUCK CV713	1M2AG11C56M042188
	T36	02 USED MACK DMP TK CV713	1M2AG10C02M001544
	T38	03 MACK DUMP TRUCK CV713	1M2AG11C93M006421
	T39	04 MACK DUMP TRUCK CV713	1M2AG11C74M010470
	T40	00 MACK DUMP TRUCK RD690S	1M2P264C0YM029398
	T41	02 MACK DUMP TRUCK CV713	1M2AG11C42M001237
	T42	02 MACK DUMP TRUCK CV713	1M2AG11C62M001238
	T43	01 MACK DUMP TRUCK RD688S	1M2P270CX1M056061
	T47	99 MACK RD 690S	1M2P264C2XM027327
	T48	99 MACK RD 690S	1M2P264C4XM027328
	T49	99 MACK RD 690S	1M2P264C6XM027329
	T50	02 USED MACK DUMP TRUCK	1M2P267C12M064695
	T51	02 USED MACK DUMP TRUCK	1M2P267C42M064660
	T52	02 USED MACK DUMP TRUCK	1M2P267C22M064656
	T53	02 MACK DUMP TRUCK RD688S	1M2P267C02M064655
	T87	99 MACK TRACTOR CH613	1M1AA12Y6XW113596
	T88	00 MACK TRACTOR CH613	1M1AA12Y9YW119877
	T89	98 MACK TRCTOR CH613	1M1AA12Y4WW090138
	T90	00 MACK TRACTOR CH613	1M1AA12Y6YW121974
	T91	00 MACK TRUCK CH613	1M1AA13Y4YW119834
	T92	1999 MACK TRACTOR CH613	1M1AA13YOXW105413

Weekley Asphalt Paving, Inc.

Equipment List

104	Equip #	Description	Serial #
	T93	1999 MACK TRACTOR CH613	1M1AA14Y2XW109090
	T94	07 MACK TRACTOR CHN613	IM1AJ07Y97N011329
	T95	03 MACK TRACTOR CX613	1M1AE06Y73W013803
	T96	05 PETERBILT 335 TRACTOR	2XPLAZ7X75M884528
106			
	D23	2013 FORD/2000 ETNYRE DIST	3FRXF7FJ2DV790990
	D24	2003 STERLING M7500 TRUCK	2FZACGAK93AL66443
	D25	09 FORD/09 ETNYRE DIST	3FRXF75D09V134273
	D26	01 ETNYRE ASPHALT DIST	2FZAASAK11AJ18483
	D27	06 ETNYRE CENTENNIAL DIST	2FZAASDC06AW73579
107			
	193	2008 INT'L MECH TK	1HTMMAAL48H636411
	194	06 FORD F650	3FRNF65036V339872
	S21	08 FORD F-750	EFRXF75D48V062041
	S23	14 FORD F-750	3FRNW7FC8DV019670
	S24	06 FORD F-650	3FRWW65CX6V356795
	S25	2000 FORD F650	3FDWW6542YMA06426
	S26	2000 FORD F650	3FDWW6544YMA06444
	S27	01 STERLING M7500	2FZAAJAK21AG92250
110	TL95	06 EAST DUMP TRL	1E1D1P3886RD39589
111			
	LBT08	08 TRAILBOSS LOWBOY	4SODK483581002847
	LBT09	07 TRAILBOSS LOWBOY	4SODK533571002679
	LBT10	TRAL KING TRAILER	1TKJ049353M122853
	SEC05	1971 FONTAINE TRAILER	13840
	TL94	1974 FLATBED TRAILER	46797
112			
	TL-76	ASPHALT STORAGE TANKER	
	TL77	06 ETNYRE ALUM TANKER	1E9T532316E007204
	TL78	1986 ETNYRE LOWER TANKER	1E9T44200GE007095
	TL-79	ASPHALT TANKER	

Weekley Asphalt Paving, Inc.

Equipment List

113	Equip #	Description	Serial #
	SE111	1966 FRU TANK TRLR	228010
	GTL01	69 STRIGHT EDGE TRAILER	9L9250
	GTL02	02 ALL PRO TRAILER	1A920029123B15732
	GTL03	02 ALL PRO TRAILER	1A920029123B17944
	GTL04	1978 GENERAL TRAILER	8AP78218
	GTL06	05 CALT TRAILER (HORSE)	4GAHC122651001533
	GTL07	06 MALLARD RV	1EF1C302766011711
	GTL08	06 ADVANCED TRAILER	1A9BU15246D736040
	GTL10	08 STRAIGHTEDGE TRL	10022008
	GTL11	06 HOMEMADE TRL	NOVIN0200504683
	GTL12	1977 HOMEMADE TRAILER	NOVIN0200097340
	GTL13	04 HOMEMADE TRAILER 16'	NOVIN0200425862
	GTL14	15 HOMEMADE TRAILER 15'	NOVIN0201096740
	GTL15	05 FLATBED EQUIP TRAILER	5MTPF16235A000023
	GTL16	05 MILLENUIM TRAILER	5MTGD28244A000782
	GTL17	05 CARRY-ON TRAILER	4YMUL10155G025494
	GTL18	06 MILLENNIUM TRL	5MTGD630275A000343
	GTL19	1983 HOMEMADE TRAILER	NOVIN0200097301
	GTL21	05 GOOSENECK TRAILER	16GS628235B079440
	GTL22	05 WINCO 12' BOBCAT TRLR	154BC12256T009147
	GTL23	07 KAUFMAN TRAILER	15XFD18267L002492
	GTL24	07 KAUFMAN TRAILER	15XFD182X7L002494
	GTL25	07 KAUFMAN TRAILER	15XFD18287L002493
	GTL26	1990 HOOPER 16' TRAILER	HICO 0000000001087
	GTL27	2015 GOOSENECK TRAILER	16GS63621FB069337
	GTL28	08 TANDEM AXLE TRAILER	1S907X1618M982723
	GTL30	07 MILLENNIUM TRAILER	5MTPT18247A000027
	GTL31	08 BIG TEX TRAILER	16VEX182182395050
	GTL32	09 ENCLOSED CONTRTR TRL	4YMCL16259G000953
	GTL33	09 KAUFMAN TRAILER	5VGFA202X9L002064
	GTL35	2012 KAUFMAN D TILT DEL	5VGFD2221CL002501

Weekley Asphalt Paving, Inc.

Equipment List

113	Equip #	Description	Serial #
	GTL36	2012 KAUFMAN D TILT DEL	5VGFD2223CL002502
	GTL37	2010 HMDE TRAILER	NOVIN0200861842
	GTL38	GOOSENECK DUMP TRAILER	154FD20206T011282
	GTL39	TILT DEC EQUIP TRAILER	5FTUH1211Y1014457
	GTL94	1995 CUSTOM FLATBED TRLR	1YB321530S1B1T261
	SEC74	1974 GENERAL FLATBED TRLR	6D74182(GTL03)
200	203	00 STERLING G&K 2500 WATER TRK	2FWWHECB6YAF39660
	204	00 STERLING 2500 WATER TRK	2FXHRFAC4YAF15397
300			
	300	06 CAT CB434D VIB ROLLER	CATCB434KCCNH00544
	301	05 DYNAPACD CC142 ROLLER	60213112
	303	05 CAT DBL DRUM ROLLER CB224E	CATCB224P22400732
	304	09 CAT CB34 TANDEM VIB ROLLER	CATOCB34J34500272
	305	05 CAT DBL DRUM ROLLER CB224E	CATCB224P22400733
	306	06 CAT CB334E ASPHALT RLR	CATCB334HC3A00229
	307	06 CAT CB334E ASPHALT RLR	CATCB334AC3A00230
	308	06 CAT CB334E TANDEM RLLR	CATCB334TC3A00283
	309	08 CAT CB24 TANDEM VIB RLLR	CAT0CB24H24000118
	310	INGERSOLL RAND SD100 RLR	174315
	311	ING RAND DBL DRUM ROLLER DD70	172705
	312	2007 CAT CB434D TANDEM RO	CATCB434KCNH00690
	313	2007 CAT CB434D TANDEM RL	CATCB434CCNH00658
	314	2011 VOLVO SD100D ROLLER	226122
	315	2007 CAT CB224E TANDEM VIB RLLR	CATCB224K22402837
	316	2005 CAT CB224E TANDEM VIB RLLR	CATCB224A22400639
	317	2000 CAT CB224E TANDEM VIB RLLR	CATCB224K22401002
	319	86 DYNAPAC MDL CC 21 RLR	476084
	325	05 DYNAPAC CP142 ROLLER	2163BR2100
	326	07 DYNAPAC ROLLER CP142	2163BR2219
	327	1996 DYNAPAC WHEEL ROLLER CP132	726B036

Weekley Asphalt Paving, Inc.

Equipment List

300	Equip #	Description	Serial #
	328	2014 DYNAPAC ROLLER CP142	10000500JOB003182
	349	1987 INGRAM 3 WHL ROLLER T12	578494-EB14
	350	1987 INGRAM 3 WHL ROLLER T12	578502-EB14
	351	03 INGRAM 3 WHEEL ROLLER AS314	901054
	364	BOMAG BW120 ROLLER	101170511714
	369	2011 DYNAPAC ROLLER CC524	JOA006219
400			
	448	07 KUBOTA TRACTOR MX5000DT	56955
	448B	BUSH HOG 6"	12-07967
	449	06 KUBOTA TRACTOR B2630HSDF	51165
	449A	06 48"" SQUEALER MOWER	1219970
	451	04 KUBOTA TRACTOR M4900	53550
	451A	BUSH HOG MOWER 286	12-19380
	452	09 KUBOTA 4WD TRACTOR M954DDTC	59318
	452A	BUSH HOG 3210	12-23642
	457	96 BROCE RC-300 BROOM	87681
	458	98 WALDON SWEEPMASTER 250	25580
	459	99 BROCE RC350-52 BROOM	89055
	460	04 LEEBOY R848 BROOM	481041153
	461	07 LEEBOY BROOM RB48	42289
	462	08 LEEBOY BROOM RB48	51906
	463	02 BROCE RJ350 BROOM	402315
	464	12 BROCE CTR350 BROOM	407501
	465	2011 BLAW KNOX CB-90 BROOM	72882
	501	05 BOBCAT SKID STEER LDR S220	526212716
	502	05 BOBCAT SKID STEER LDR A205	528411458
	503	05 S220 BOBCAT SKID STEER	526214465
	503A	08 HI FLOW PLANER	231711716
	504	99 CAT 225B EXCAVATOR	2ZD01605
	505	USED BOBCAT LOADER S160	526716925
	505A	USED MOUNTED BREAKER	000961

Weekley Asphalt Paving, Inc.

Equipment List

500	Equip #	Description	Serial #
	506	06 BOBCAT SKID STEER LDR T300	532012235
	506A	PALLET FORKS FOR 506	
	506B	24"" AUGER FOR 506	
	507	07 BOBCAT LOADER T300	532016305
	507A	BOBCAT ROOT GRAPPLE	B00212
	507B	BOBCAT BRUSHCAT CUTTER	B00212
	507C	BOBCAT AUGER	506010
	508	99 JOHN DEER BACKHOE 410E	T0410EX838147
	509	07 BOBCAT LOADER W/BUCKET T300	532015797
	511	00 LINKBELT EXCAV 2800QEX	E6I89281
	515	2003 BOBCAT EXCAVATOR 442A	522311589
	516	99 KOMATSU WA-250-3 LDR	53335
	516A	WA200 LOADER RAKE 105""	0506-190195-1
	517	02 KOMATSU BACKHOE LOADER WB140-2	F11633
	517A	TRAMAC 140 HAMMER	139991
	518	08 CAT TERRAIN LOADER 277C	CAT0277CCJWF00649
	519	2009 CAT 299C LOADER	CAT0299CPJSP00553
	520	2014 GRADALL EXCAVATOR XL3300 III	3300000751/8065-6007
	522	03 KOMATSU WA 250-5 LOADR	A73038
	523	03 KOMATSU WB140-2N COMBO	A20189
	524	03 KOMATSU EXCAVATOR PL 3 PC-300LC-7	A85015
	525A	BOBCAT TILLER 68'	054700894
	526	2014 VOLVO EXCAVATOR ECR235DL	0381
	527	2013 KOMATSU WHEEL LOADER WA380-7	A64350
	528	04 KOMATSU WA-380-5 LOADR	A52348
	529	05 KOMATSU BACKHOE LOADER WB140-2	KMTWB001L36A21244
	530	13 VOLVO WHEEL EXCAVATOR EQ180D	220212
	535	11 CATERPILLAR BACKHOE LOADR 420E	CAT0420ETDAN01303
	537	03 KOMASTSU BACKHOE LOADR WB140-2	A20087
	538	04 CATERPILLAR BACKHOE LOADR 420D	CAT0420DVFDP20732
	539	09 KOMATSU BACKHOE LDR WB146	KMTWB016K36A24213

Weekley Asphalt Paving, Inc.

Equipment List

500	Equip #	Description	Serial #
	540	KOMATSU WHEEL LOADERS WA250-5L	KMTWA055J57A74354
	540A	FORKS ATTACHED TO 540	
	541	KOMATSU WHEEL LDR WA250-5	KMTWA055C57A74355
	542	KOMATSU WA250-5L LOADER	KMTWA055L57A73906
	544	2005 KOMATSU WA250 WHLR L	KMTWA055K57A73476
	545	05 CAT 938G WHEEL LOADER	CAT0938GCRTB01672
	546	05 CAT 938G WHEEL LOADER	CAT0938GPCRD01426
	548	2013 BOBCAT SKID STEER LD S630	A3NT17075
	548A	BOBCAT SWEEPER	A9T600369
	548B	2015 BOBCAT 18" PLANER HIGH FLOW	M7018
	549	2013 BOBCAT S630 SKID STE	A3NT16510
	549A	BOBCAT SWEEPER	714429721
	550	2011 BOBCAT SKID LOADER S650	A3NV11560
	550B	2013 CAT SWEEPER BROOM	EQ0028605
	551	2011 BOBCAT SKID LOADER S650	A3NV13049
	551A	72' SWEEPER	6707837
	551B	2010 BC HIFLOW MELROE PLA	231713323
	552	2011 KUBOTA LDR SVL90C	10267
	552A	MOWER DECK	
	553	JCB SKID STEER LOADER 320T	GEO320TVAB1747102
	554	2012 BOBCAT S650 SKID STEER LDR	A3NV15850
	555	2016 KUBOTA TRACK SKID STEER LD	30810
	559A	88 CLEARING RAKE - 950	
	563	88 CAT WHEEL LOADER 966C	76J5660
	571	07 JOHN DEERE 310J BACKHOE LOADER	T0310JX158444
	572	07 JOHN DEERE 310J BACKHOE LOADER	T0310JX138847
	594	1978 950 CAT LOADER	43J10338
	SEC19	79 SKID STEER LOADER RAKE	
	SE103	98 JOHN DEERE 244H LDR	T6244HX000078
600			
	672	USED KOMATSU D-61P DOZER	B1926

Weekley Asphalt Paving, Inc.

Equipment List

600	Equip #	Description	Serial #
	673	01 KOMATSU D41P-6 DOZER	B21604
	675	04 KOMATSU D-41P DOZER	B21359
	676	2013 CAT TRACTOR P5K2LGP	KYY00157
	SE108	99 KOMATSU D31P-20 DOZER	48766
700			
	770	04 HUBER MAINTAINER M850C	M850C02UEM1041
	776	HENRY DICK ROAD WIDENER HDBT-4	
	780	02 CATERPILLAR GRADER 12H	4XM02508
	781	CATERPILLAR 12G GRADER	61M12336
	783	96 REX SOIL STABILIZER HDS	HK427
	784	2011 TEREX RECLAIMER/STAB RS350	560216
800			
	830	94 MIDLAND ROAD WIDENER WA	234
	831	07 CAT AP800D ASP PAVER	A5P00206
	835	CAT ASPHALT PAVER AP800D	CATAP800EA5P00212
	836	09 CAT ASPHALT PAVER AP1000D	EAD00332
	839	05 CAT PAVER AP1000B	CATAP100JAGP00200
	840	14 CAT PAVER AP1000E	T1F00260
	841	14 CAT PAVER AP600D	TFZ00332
900			
	936	90 CORE DRILL/HMD TRL	
	947	90 ASPHALT HEATER	
	951	89 1 1/2 YD CONCRETE BKT	
	954	90 CLAMSHELL BUCKET 1 C.Y	
	957	08 ROLLING STRAIGHTEGE	
	971	89 LISTER GENERATOR	39524TS2E25004
	971A	24"" DW BASETANK	123940
	981	04 CASE 588G FORKLIFT	JG0291482
	982	07 TOYOTA FORKLIFT 8FGCU25 4500LB	14004
	1000	93 360000 BTU PRTBL PATCH	12049
	1001	99 VOLVO FORKS	C397-F420

Weekley Asphalt Paving, Inc.

Equipment List

900	Equip #	Description	Serial #
	1002	08 DIXIE CHOPPER	8078660
	1003	KUBOTA ZERO TURN MOWER W/60" DECK	12233
	1005	AIR COMPRESSOR MODEL 210	19544A
	1007	03 POLARIS 4X4	4XARD50A32D151645
	1010	07 BAD BOY BUGGY	BBE514B3875004069
	1011	2010 POLARIS	4XAWH76A1A2160252
	1013	TILLER	LPQRTA3576
	1021	MAGNUM LIGHT TOWER	S/N 030658
	1022	WACKER LIGHT PLANT	S/N 5257650
	1025	TRL MOUNTED PRESSURE CLNR	
	MH01	04WESTFIELD MOBILE HOME	GAFL307A51509WW31
	WAP76	ASPHALT CURBER	521
	WAP85	PRO MAC WALK BEHIND SAW	11016511
	WAP86	05 TARGET WALK BEHIND SAW	000000429260
	BR001	STORAGE TRAILER - 20'	OCS-230
	BR027	LINK BELT PILE HAMMER 520	520835

DocuSign Envelope ID: B2FEDF49-B96E-457C-AEDC-BE3854DD071D

REFERENCES

Florida Department of Transportation
Palm Beach Operations Center
7900 Forest Hill Blvd
West Palm Beach, FL 33414

Contact Person: Sri Mavanur, Project Administrator
Telephone: 305-796-0708
sm@cegroupfl.com

Project Information: SR-821 (PGA Blvd), Turnpike Interchange Improvements (MP 109)
Contract No. E8P93, FIN No. 429334-1-52-01 & 429334-4-52-01

Scope of Work: The Improvements under this Contract consist of widening, milling and resurfacing, curb and gutter, sidewalk, drainage improvements, signal improvements, signing and pavement marking, and intelligent transportation system components at the Florida's Turnpike Mainline Interchange with SR 786 (PGA Boulevard) at MP 109 in Palm Beach County.

Contract Amount: $1,627,382.52

Start Date: 11/2016
Completion Date: 04/2017

No. of Change Orders: 1

Within Budget: Yes

Owner's Name: Florida Department of Transportation
District 6
1000 NW 111th Avenue
Miami, FL 33172

Contact Person: Dru Badri, P.E., Construction Manager – North Dade Residency
Telephone: 305-401-1560
Dru.badri@dot.state.fl.us

Project Information: SR-953 / LeJeune Road from SW 2nd Street to NW 11th Street
Contract No. T6430, FIN #434769-1-52-01 & 434769-1-56-01

Scope of Work: The improvements consist of milling and resurfacing, driveways, curb and gutter construction, landscaping, lighting, signalization and preparation and implementation of Maintenance of Traffic. Improvements consist of intersection improvements along SR-953/LeJeune Rd from SW 2nd Street to NW 11th Street in Miami-Dade County.

Contract Amount: $1,525,970.08

Start Date: 06/2018
Completion Date: 03/2019

No. of Change Orders: 2

Within Budget: Yes

Owner's Name:	City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025
Contact Person:	Karl Kennedy, P.E., City Engineer Telephone: 954-518-9040 or 954-829-4507 kkennedy@ppines.com
Project Information:	2015-2016 Road Resurfacing Plan Phase I
Scope of Work:	The improvements consist of services for milling and resurfacing of various roads and replacement of thermoplastic pavement markings and signage.
Contract Amount:	$1,365,605.45
Start Date: Completion Date:	02/2017 10/2017
No. of Change Orders:	0
Within Budget:	Yes

Owner's Name:	City of Boca Raton 201 W Palmetto Park Blvd Boca Raton, FL 33432
Contact Person:	Elsa Tellez, Chief Construction Inspector Telephone: 561-239-0389 etellez@myboca.us
Project Information:	St Andrews Blvd Resurfacing and South Verde Trail Right Turn Lanes
Scope of Work:	The improvements consist of resurfacing on St. Andrews Blvd and the construction of two right turn lanes on South Verde Trail. St. Andrews Blvd resurfacing includes the milling and resurfacing of a 1.3 mile section of St. Andrews Blvd between Palmetto Park Road and Glades Road, construction of median modifications, drainage improvements, a new eight-foot wide pathway, repairs to existing pathways and minor ADA improvements.
Contract Amount:	$1,731,713.35
Start Date: Completion Date:	09/2017 02/2018
No. of Change Orders:	3
Within Budget:	Yes

Owner's Name:	Town of Davie 6591 Orange Drive Davie, FL 33314
Contact Person:	Jonathan Vogt, Town Engineer Telephone: 954-797-1137 jonathan_vogt@davie-fl.gov
Project Information:	Davie Road Improvements, Phase II
Scope of Work:	The scope of the project includes construction of a new landscaped median, sidewalks, signalization, and new lighting as well as milling, resurfacing, and new pavement markings and signage to create a 4 lane divided roadway with bike lanes.
Contract Amount:	$2,559,835.88
Start Date: Completion Date:	04/2017 10/2018
No. of Change Orders:	2
Within Budget:	Yes

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

DBA:
Business Name: WEEKLEY ASPHALT PAVING INC

Receipt #: 189-4834
Business Type: ALL OTHER TYPES CONTRACTOR (ASPHALT CONST)

Owner Name: WAYNE D WEEKLEY
Business Location: 20701 STIRLING RD PEMBROKE PINES
Business Phone: 954-680-8005

Business Opened: 01/27/1994
State/County/Cert/Reg: CC-78-581
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		30		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

WAYNE D WEEKLEY
20701 STIRLING RD
PEMBROKE PINES, FL 33332

Receipt #1CP-20-00011497
Paid 07/27/2021 81.00
07/26/2021 Effective Date

2021 - 2022

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

BROWARD COUNTY, FLORIDA
CERTIFICATE OF COMPETENCY

CC# 3A MAJOR ROADS (ASPHALT AND CONCRETE PAVING FOR INTERSTATE, PRIMARY, SECONDARY, AND ARTERIAL ROADWAYS AND AIRPORTS AND WORK INCIDENTAL THERETO)
78-581
WEEKLEY, WAYNE D. - QUALIFYING
WEEKLEY ASPHALT PAVING INC
20701 STIRILING RD
PEMBROKE PINES FL 33332
EXPIRES 08/31/2023

Florida dbpr
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1518050 ISSUED: 05/14/2020
CERTIFIED GENERAL CONTRACTOR
WORKMAN, BARRY TOD
WEEKLEY ASPHALT PAVING INC

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2022

DocuSign Envelope ID: B2FEDF49-B96E-457C-AEDC-BE3854DD071D

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA:
Business Name: WEEKLEY ASPHALT PAVING INC

Receipt #: 189-4834
Business Type: ALL OTHER TYPES CONTRACTOR (ASPHALT CONST)

Owner Name: WAYNE D WEEKLEY
Business Location: 20701 STIRLING RD
PEMBROKE PINES
Business Phone: 954-680-8005

Business Opened: 01/27/1994
State/County/Cert/Reg: CC-78-581
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		30		

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

WAYNE D WEEKLEY
20701 STIRLING RD
PEMBROKE PINES, FL 33332

Receipt #01B-19-00001833
Paid 08/10/2020 81.00

2020 - 2021

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

Solicitation Number & Title: T-14-21, Asphaltic Concrete Pavement Surfacing Prime Contractor's Name: Weekley Asphalt Paving, Inc.

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount or %
Triple Nickel Paving, Inc. 1300 NW 18th Street, Pompano Beach, FL 33069	Michelene Baker 954-971-0984	Trucking and supply materials	20%

LOCAL BUSINESS EXHIBIT "A"

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

Solicitation Number T-14-21

TO: Weekley Asphalt Paving, Inc.
(Name of Prime or General Bidder)

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

_____ an individual

✓ a corporation

_____ a partnership

_____ a joint venture

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

Trucking and supply materials

at the following price: 20%

09/09/2021
(Date)

Triple Nickel Paving, Inc.
(Print Name of Local Business Contractor)

1300 NW 18th Street
(Street Address)

Pompano Beach, FL 33069
(City, State Zip Code)

BY: _____
(Signature)

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

LOCAL BUSINESS EXHIBIT "B"

N/A

LOCAL BUSINESS EXHIBIT “C

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.

N/A

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

_____

_____

_____

TIER 1/TIER 2 COMPLIANCE FORM

IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

TIER 1 LOCAL VENDOR

_____ My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

_____ My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

✓ My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

_____ My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

✓ My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

_____ My firm does not qualify as a Tier 2 Vendor.

I certify that the above information is true to the best of my knowledge.

09/09/2021
(Date)

Weekley Asphalt Paving, Inc.
(Name of Firm)

BY: _____
(Name)
Daniel D. Weekley, President

BID BOND

STATE OF FLORIDA)
ss
)

KNOW ALL MEN BY THESE PRESENTS, that we , Weekley Asphalt Paving, Inc.

as principal, and

Western Surety Company

hereinafter called Surety, are held and firmly bound unto The City of Pompano Beach, Pompano Beach, Florida, a political subdivision of the State of Florida, and represented by its City Commission hereinafter called OWNER, in the sum of Five percent of bid amount Dollars ($ 5% of bid amount) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigned, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

(Bid Name) Asphaltic Concrete Pavement Surfacing - T-14-21

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that is the Principal within 10 consecutive calendar days after written notice of such award being given to Principal, enters into the contract to such award and gives a Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; in the event of the failure of Principal to enter into such contract and bond, the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay the sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the said Weekley Asphalt Paving, Inc.,
as Principal herein, has caused these presents to be signed in the name by its President
and attested by its Secretary under its corporate seal,
and the said Western Surety Company
as Surety herein, has caused these presents to be signed in its name by
its attorney-in-fact and resident agent
under its corporate seal, this 15th day of September A.D. 2021
(year)

Signed, sealed and delivered in
the presence of:

Wayne D. Weekley, Secretary
As to Principal

Weekley Asphalt Paving, Inc.
Principal -

By: Daniel D. Weekley, President

John Ricone - Witness

Surety
By: Francys Tolon
Attorney-in-Fact
(Power-of-Attorney to be attached)
By: Francys Tolon
Resident Agent
Francys Tolon - Attorney-in-Fact

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Richard A Rodriguez, Lisette Rodriguez, Jose M Sardinas, Francys E Tolon, Individually

of Coconut Grove, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of August, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 3rd day of August, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of September, 2021.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/9/2021

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	CONTACT NAME: Francys Tolon	
Commercial Lines - (305) 443-4886 USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	PHONE (A/C, No, Ext): 786.785.1126	FAX (A/C, No): 7862649232
	E-MAIL ADDRESS: francys.tolon@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Old Republic Insurance Company	24147
INSURED Weekley Asphalt Paving, Inc. 20701 Stirling Road Pembroke Pines FL 33332	INSURER B: Certain Underwriters at Lloyds of London	
	INSURER C: AGCS Marine Insurance Company	22837
	INSURER D: Hallmark Specialty Insurance Company	26808
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15433319 **REVISION NUMBER:** See below

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X		MWZY 312426 21	3/1/2021	3/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB 312425 21	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB [ ] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			SCX1011421	3/1/2021	3/1/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC 312427 21	3/1/2021	3/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased & Rented Equipment			MXI93071287	3/1/2021	3/1/2022	L&R Equipment $200,000 Deductible $5,000	

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

RE: Bid No: T-14-21 - Asphaltic Concrete Pavement Surfacing

City of Pompano Beach is listed as an additional insured with respects to the general liability coverage as required by written contract.

CERTIFICATE HOLDER

City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach FL 33060

CANCELLATION

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

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Client Code: WEEKLASP

SID: 15433319

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
D	Excess Liability			77HX219720	3/1/2021	3/1/2022	3,000,000 Each Occurrence 3,000,000 Aggregate

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Exhibit B
General Conditions

ARTICLE 1. DEFINITIONS.

1.01 **The Contract Documents:** The Contract Documents consist of the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, Drawings, Plans, Specifications, and all modifications issued after execution of the Contract and all documents as defined in Article 9., "CONTRACT DOCUMENTS", of the Construction Agreement.

1.02 **The Owner, the Contractor, and the Project Consultant:** are those mentioned as such in the Contract Documents.

1.02.01 **Owner**: 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.

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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.

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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:

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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.

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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;

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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

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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.

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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.

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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

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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.

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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:

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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 AND DIRECTIVES.

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. Change Orders: 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. Change Directives: 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.

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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.

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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 (l%) 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.

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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.

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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.

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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.

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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.

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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.

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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

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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

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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.

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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.

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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

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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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/23/2023

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	CONTACT NAME: Francys Tolon	
Commercial Lines - (305) 443-4886 USI Insurance Services LLC 201 Alhambra Circle, Suite 1205 Coral Gables, FL 33134	PHONE (A/C, No, Ext): 786.785.1126	FAX (A/C, No): 7862649232
	E-MAIL ADDRESS: francys.tolon@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Old Republic Insurance Company	24147
INSURED Weekley Asphalt Paving, Inc. 20701 Stirling Road Pembroke Pines FL 33332	INSURER B : Certain Underwriters at Lloyds of London	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 15690006 **REVISION NUMBER:** See below

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			MWZY31242623	3/1/2023	3/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB31242523	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			SCX1011423	3/1/2023	3/1/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below			MWC31242723	3/1/2023	3/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: Construction Management Risk Contract Services - T-12-15 City of Pompano Beach is listed as an additional insured with respects to the general liability policy. Thirty (30) days notice of cancellation will be provided to certificate holder.

APPROVED
By Edgar P. Alba at 2:42 pm, Apr 12, 2023

CERTIFICATE HOLDER

City of Pompano Beach
1190 NE 3rd Avenue
Building C (Front)
Pompano Beach FL 33060

CANCELLATION

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/28/2024

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PRODUCER	CONTACT NAME: Dawn Disch	
Commercial Lines - (305) 443-4886 USI Insurance Services LLC 201 Alhambra Circle, Suite 1205 Coral Gables, FL 33134	PHONE (A/C, No, Ext): 786-454-2122	FAX (A/C, No): 7862649232
	E-MAIL ADDRESS: dawn.disch@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Old Republic Insurance Company	24147
INSURED Weekley Asphalt Paving, Inc. 20701 Stirling Road Pembroke Pines FL 33332	INSURER B : Axis Surplus Insurance Company	26620
	INSURER C : AGCS Marine Insurance Company	22837
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 15829754 **REVISION NUMBER:** See below

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		MWZY31242624	3/1/2024	3/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 50,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB31242524	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			00100078246702	3/1/2024	3/1/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC31242724	3/1/2024	3/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased & Rented Equipment			MXI93071287	3/1/2024	3/1/2025	L&R Equipment $200,000 Deductible $5,000	

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

RE: E-02-18 - Asphaltic Concrete Pavement Surfacing, Annual Contract City of Pompano Beach is listed as an additional insured with respects to the general liability coverage.

APPROVED Rebecca Harrison
By Rebecca Harrison at 11:50 am, Apr 15, 2024

CERTIFICATE HOLDER

City of Pompano Beach
1190 NE 3rd Avenue
Building B
Pompano Beach, FL 33060

CANCELLATION

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/28/2024

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PRODUCER	CONTACT NAME: Dawn Disch	
Commercial Lines - (305) 443-4886 USI Insurance Services LLC 201 Alhambra Circle, Suite 1205 Coral Gables, FL 33134	PHONE (A/C, No, Ext): 786-454-2122	FAX (A/C, No): 7862649232
	E-MAIL ADDRESS: dawn.disch@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Old Republic Insurance Company	24147
INSURED Weekley Asphalt Paving, Inc. 20701 Stirling Road Pembroke Pines FL 33332	INSURER B : Axis Surplus Insurance Company	26620
	INSURER C : AGCS Marine Insurance Company	22837
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 15829983 **REVISION NUMBER:** See below

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		MWZY31242624	3/1/2024	3/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 50,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB31242524	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			00100078246702	3/1/2024	3/1/2025	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC31242724	3/1/2024	3/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased & Rented Equipment			MXI93071287	3/1/2024	3/1/2025	L&R Equipment $200,000 Deductible $5,000	

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

RE: Bid No: T-14-21 - Asphaltic Concrete Pavement Surfacing

City of Pompano Beach is listed as an additional insured with respects to the general liability coverage as required by written contract.

CERTIFICATE HOLDER

City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach FL 33060

CANCELLATION

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

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