



The Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow Together

CITY OF SOUTH BAY

CITY COMMISSION AGENDA

**CITY HALL CHAMBER
TUESDAY, MAY 20, 2025**

335 SW 2ND Avenue
South Bay, FL 33493
www.southbaycity.com
Phone: 561-996-6751 Fax: 561-996-7950

Mayor:	Joe Kyles Sr.
Vice Mayor:	Taranza McKelvin
Commissioner:	Esther Berry
Commissioner:	Albert L. Polk
Commissioner:	Barbara King
City Manager:	Leondrae D. Camel

City Attorney:

Burnadette Norris-Weeks

City Clerk:

Vicenta Washington

[JUSTIFY_INDENT]

RULES OF PROCEDURE

WHO MAY SPEAK

Meetings of the City Commission are open to the public. They are not; however, public forums. Any resident who wishes to address the commission on any subject within the scope of the Commission's authority may do so, providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

SPEAKING ON AGENDA ITEM

- I. **Consent Agenda Item** – These are items, which the Commission does not need to discuss individually, and which are voted on as a group. Any Commissioner who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such item from the consent agenda. Those items pulled will be discussed and voted upon individually.
- II. **Regular Agenda Items** – These are items, which the Commission will discuss individually in the order listed on the agenda. By majority vote, the City Commission may permit any person to be heard on an item at a non-public hearing.
- III. **Public Hearing Items** – This portion of the agenda is to obtain input from the public on some ordinances, resolutions and zoning applications. The chair will permit any person to be heard on the item during formal public hearings.

SPEAKING ON SUBJECTS NOT ON THE AGENDA

Any resident may address the Commission on any items pertaining to City business during the Opportunity for the Public to Address the Commission portion of the agenda. Persons wishing to speak must sign in with the City Clerk before the start of the meeting.

ADDRESSING THE COMMISSION: MANNER AND TIME

By majority vote the City Commission may invite citizen discussion on any agenda item. In every case where a citizen is recognized by the Mayor to discuss an agenda item, the citizen shall step to the podium/microphone, state his or her name and address for the benefit of the city clerk, identify any group or organization he or she represents and shall then succinctly state his or her position regarding the item before the city commission. Any question, shall be related to the business of the City and deemed appropriate by the Mayor, shall be directed to the Mayor and the Mayor shall

then re-direct the question to the appropriate Commissioner or City Staff to answer the citizen question which shall be related to the business of the City.

All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. The length of time each individual may speak should be limited in the interest or order and conduct of the business at hand. Comments to the Commission by individual citizens shall be limited to three (3) minutes during the citizens request period. The City clerk shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

APPEALS

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DECORUM

If a member of the audience becomes unruly, the Mayor has the right to require the person to leave the room. If a crowd becomes unruly, the Mayor may recess or adjourn the meeting.

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

If anyone has questions or comments about anything on the meeting agenda, please contact the City Manager at 561-996-6751.

AMERICANS WITH DISABILITY ACT

In accordance with the Americans with Disability Act and Florida Statute 286.26, persons with disabilities needing special accommodations to participate in this proceeding should contact the city clerk no later than three (3) days prior to the meeting at 561-996-6751 for assistance.

CITY OF SOUTH BAY

CITY COMMISSION WORKSHOP

CITY HALL CHAMBER
TUESDAY, MAY 20, 2025
6:30 PM

NOTICE: If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. Agenda Items
 - b. Gina Levesque, Palm Beach County Commission on Ethics
4. **ADJOURNMENT**

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, MAY 20, 2025
7:00 PM

NOTICE: If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations in order to participate in this proceeding are entitled to the provision of certain assistance at no cost. Please call the City Clerk's Office at 561-996-6751 no later than 2 days prior to the hearing if this assistance is required. For hearing impaired assistance, please call the Florida Relay Service Numbers: 800-955-8771 (TDD) or 800-955-8770 (VOICE).

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS**
3. **PRESENTATIONS AND PROCLAMATIONS (*Up to 5 minutes*)**

- a. UNICUS Rail and Consulting Services – Laura Goodman and Eric Goodman
- b. HCT Certified Public Accountants and Consultants, LLC – Annual Comprehensive Financial Report FY2024

4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**

5. **CONSENT AGENDA**

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which the item will be removed from the general order of business and considered in its normal sequence on the Agenda.

a. **Commission Meeting Minutes –**

5.a. Meeting Minutes

b. **Approval of City Commission Meeting Agenda - May 20, 2025**

6. **RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)**

- a. RESOLUTION NO. 20-2025
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE BID FROM HUURR HOMES, LLC FOR THE PROVISION OF ROADWAY RECONSTRUCTION ON NW 10TH AVENUE BETWEEN MLK BOULEVARD AND NW 2nd STREET PURSUANT TO FDOT AGREEMENT NO: FPN#448101-1-54-02; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

6.a. Advertised ITB 2024-06

6.a. Huurr Homes ITB 2024-06 Response

6.a. City Engineer Bid Tabulation

6.a. FDOT Bid Concurrency and State Funding Agreement

- b. RESOLUTION 21-2025
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING CHANGE ORDER NO. 01 PERTAINING TO THE SOUTH BAY S2 AREA DRAINAGE AND ROAD IMPROVEMENTS PROJECT AND AGREEMENT WITH HUURR HOMES, LLC ; AUTHORIZING EXECUTION OF THE AMENDMENT ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

6.b. South Bay Resolution 16-2024 Agreement with Huurr Homes LLC

6.b. South Bay S2 Drainage Huurr Homes LLC Change Order

c. RESOLUTION NO. 22-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY OF SOUTH BAY'S FINANCIAL PARTICIPATION WITH THE CITY OF BELLE GLADE'S FOURTH OF JULY EXTRAVAGANZA, TO BE HELD AT RODEO LAS PALMAS ON JULY FOURTH IN THE TOTAL AMOUNT OF FIVE THOUSAND DOLLARS (\$5,000,00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

6.c. City of Belle Glade/City of South Bay - 4th of July Extravaganza - Proposed Budget

7. ORDINANCE

a. ORDINANCE NO. 03-2025

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA, GRANTING PIVOTAL UTILITY HOLDINGS, INC., A NEW JERSEY CORPORATION, D/B/A FLORIDA CITY GAS, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE, AND IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; DECLARING THAT INVALIDITY OF ANY PORTION HEREOF SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FLORIDA CITY GAS; PROVIDING FOR AN EFFECTIVE DATE HEREOF AND FOR OTHER PURPOSES

7.a. South Bay's existing expired Florida City Gas Ordinance

7.a. Franchise Agreement

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

a. Accounts Payable Report

9.a. AP Report

10. CITY CLERK REPORT

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

CITY OF SOUTH BAY, FL
CITY WORKSHOP AGENDA

CITY HALL CHAMBER

TUESDAY, May 6, 2025

6:30PM

Present:

Mayor Joe Kyles
Vice-Mayor Taranza McKelvin
Commissioner Esther Berry
Commissioner Albert Polk
Commissioner Barbara King

Staff

Leondrae Camel, City Manager
Burnadette Norris-Weeks, City Attorney
Massih Saadatmand, Finance Director
Nepoleon Collins, Economic Growth and Development Director
Cristal Verdugo, Administrative Assistant
(Full recording/discussion available through the City website)

1. **CALL TO ORDER at 6:30pm**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. Commission Office Space
 - b. A draft of a proposed City Ordinance pertaining to animals will be circulated prior to the City Commission meeting for workshop discussion purposes only.
4. **ADJOURNMENT- 7:01pm**

Moved by: Vice-Mayor McKelvin
Seconded by: Commissioner Berry

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING

CITY HALL CHAMBER

TUESDAY, May 6, 2025

7:00PM

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on May 6, 2025 at 7:02 p.m.

(Full recording/discussion available through the City website)

Present:

Mayor Joe Kyles
Vice-Mayor Taranza McKelvin
Commissioner Esther Berry

Commissioner Albert Polk IV

Commissioner Barbara King

Staff:

Leondrae Camel, City Manager

Burnadette Norris-Weeks, City Attorney

Massih Saadatmand, Finance Director

Nepoleon Collins, Economic Growth and Development Director

Cristal Verdugo, Administrative Assistant

1. CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE

2. DISCLOSURE OF VOTING CONFLICTS: NONE

3. PRESENTATIONS AND PROCLAMATIONS *(Up to 5 minutes):*

a. Mental Health Proclamation

b. Senator Lori Berman (2025 End of Session Update)

4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION:

5. CONSENT AGENDA

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commission. or person so requests, in which the item will be removed from the general order of business and considered in its normal sequence on the agenda.

a. Regular City Workshop and City Meeting

Approval of City Minutes – April 15, 2025

Approve Consent Agenda

Moved by: Vice-Mayor McKelvin

Seconded by: Commissioner Polk

b. Regular City Workshop and City Meeting

Approval of Meeting Agenda – May 6, 2025

Approve Consent Agenda

Moved by: Vice-Mayor McKelvin

Seconded by: Commissioner Polk

COMMISSION	VOTE
Mayor Joe Kyles	YES
Vice-Mayor McKelvin	YES
Commissioner Berry	YES
Commissioner Polk	YES
Commissioner King	YES

6. RESOLUTIONS (Non- Consent) and Quasi-Judicial Hearing, if applicable

a. RESOLUTION 18-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING THE STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

Moved by: Commissioner Berry

Seconded by: Commissioner Polk

COMMISSION	VOTE
Mayor Joe Kyles	YES
Vice-Mayor McKelvin	YES
Commissioner Berry	YES
Commissioner Polk	YES
Commissioner King	YES

b. RESOLUTION 19-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACKNOWLEDGING THE EVALUATION RESULTS FOR PERIOD JANUARY 2024 TO JANUARY 2025 FOR CITY MANAGER LEONDRAE D. CAMEL; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

Moved by: Vice-Mayor McKelvin

Seconded by: Commissioner Berry

COMMISSION	VOTE
Mayor Joe Kyles	YES
Vice-Mayor McKelvin	YES
Commissioner Berry	YES
Commissioner Polk	YES
Commissioner King	YES

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

a. Accounts Payable Report

9.a. AP Report

TABLED

Moved by: Commissioner Berry

Seconded by: Vice-Mayor McKelvin

COMMISSION	VOTE
Mayor Joe Kyles	YES
Vice-Mayor McKelvin	YES
Commissioner Berry	YES
Commissioner Polk	YES
Commissioner King	YES

10. CITY CLERK REPORT

11. CITY MANAGER REPORT

a. 2025 Legislative Update

12. CITY ATTORNEY REPORT (NONE)

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

- 14.a. Commissioner Albert Polk
 - Thank you
- 14.b. Commissioner Esther Berry
 - Thank you
- 14.c. Commissioner King
 - Thank you
- 14.d. Vice- Mayor McKelvin
 - Thank you
- 14.e. Mayor Joe Kyles
 - Thank you

15. ADJOURNMENT 8:48 pm

Moved by: Vice-Mayor McKelvin

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION NO. 20-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE BID FROM HUURR HOMES, LLC FOR THE PROVISION OF ROADWAY RECONSTRUCTION ON NW 10TH AVENUE BETWEEN MLK BOULEVARD AND NW 2nd STREET PURSUANT TO FDOT AGREEMENT NO: FPN#448101-1-54-02; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") is in need of roadway improvements on NW 10th Avenue from MLK Boulevard to NW 2nd Street within the City limits; and

WHEREAS, Huurr Homes, LLC responded to City of South Bay ITB 2024-06 for the provision of roadway improvements, a project to be funded by Florida Department of Transportation("FDOT") FPN#448101-1-54-02; and

WHEREAS, Huurr Homes, LLC was the most responsive and responsible bidder for the work at a cost of One Million Three-Hundred Twenty-Five Thousand Seven Hundred Eighty-One Dollars and Seventy-Three Cents (\$1,325,781.73); and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to enter into the Agreement, attached as Exhibit "A", with Huurr Homes, LLC; and

WHEREAS, City Commission has determined that the roadway improvements on NW 10th Avenue from MLK Boulevard to NW 2nd Street are in the best interests of the City and further authorize the proper city officials to enter into an agreement for the provision of same.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Accepting Bid for ITB 2024-06; Authorization of City Manager The City Commission of the City of South Bay hereby accepts Invitation to Bid No. 2024-06 from Huurr Homes, LLC in the amount of One Million Three-Hundred Twenty-Five Thousand Seven Hundred Eighty-One Dollars and Seventy-Three Cents (\$1,325,781.73), and further authorizes the City Manager to execute an Agreement between the City of

South Bay and Huurr Homes, LLC consistent with the FDOT Agreement No. FPN#448101-1-54-02 for the provision of roadway improvements on NW 10th Avenue from MLK Boulevard to NW 2nd Street.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 20th day of May 2025.

Joe Kyles, Mayor

ATTEST:

Vicenta Washington, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Commissioner King	_____ (Yes)	_____ (No)
Vice-Mayor McKelvin	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

CITY OF SOUTH BAY

335 SW 2nd AVENUE, SOUTH BAY, FL 33493

T: (561) 996-6751 F: (561) 996-7950

www.southbaycity.com



ITB NO. 2024-06

NW 10th Avenue Road and Water Main Replacement Improvements from MLK Boulevard to NW 2nd Street

October 1, 2024

**MAYOR
VICE MAYOR
COMMISSIONER
COMMISSIONER
COMMISSIONER
CITY MANAGER
CITY CLERK
CITY ATTORNEY**

**JOE KYLES
TARANZA MCKELVIN
ESTHER BERRY
BARBARA KING
ALBERT POLLE
LEONDRAE D. CAMEL
VICKY DELBOSQUEZ
BURNADETTE NORRIS-WEEKS**

SEALED BIDS FOR

INVITATION TO BID NO. 2024-06

**NW 10th Avenue Road & Water Main
Replacement Improvements from MLK
Boulevard to NW 2nd Street**

BIDS TO BE OPENED

November 1, 2024 at 10:00 A.M. at City Hall

Mail Complete Bid Packets to:

**CITY OF SOUTH BAY
335 SW 2ND AVE
SOUTH BAY, FL 33493**

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LEGAL NOTICE

Sealed bids will be received by the City of South Bay, Florida, at the City Clerk's office, City Hall, 335 SW 2nd Ave, South Bay, Florida, 33493 until:

10:00 am
Time

Friday, November 1, 2024
Date

at which time they will be opened and recorded. Such bids to provide for the furnishing of:

INVITATION TO BID **2024-06**

"NW 10th Avenue Road & Water Main Replacement Improvements from MLK Boulevard to NW 2nd Street, ITB 2024-06"

A mandatory pre-bid meeting is scheduled for **10:00 am**, local time, at the City of South Bay, City Hall, Commission Chamber located at 335 SW 2nd Ave, South Bay, Florida 33493, on **Wednesday, October 16, 2024**. Failure to attend the mandatory pre-bid meeting shall result in rejection of your bid. Bidders arriving at pre-bid meeting **after 10:30am on October 16, 2024** will be disqualified from bidding.

The resulting contract shall be awarded to the lowest, responsive and responsible bidder whose bid meets the requirements and criteria set forth in this ITB and whose award will be in the best interest of and most advantageous to the City of South Bay and Palm Beach County Water Utilities Department (PBCWUD), taking into consideration, among other things, bid amount, the financial responsibility of the bidder, quality of materials, personnel and equipment resources, proven skill and experience, abilities to timely perform the contract, previous satisfactory performance and such other abilities of the bidder that the City in its sole discretion determines will enable it to perform effectively and efficiently the contract being bid upon. A bid tab for each project is required and the two bid tabs will be added to determine the contractor's project bid.

The envelope containing the bid shall be marked as follows:

SEALED BID 2024-06

BIDDER'S NAME AND ADDRESS

TO BE OPENED

10:00 A.M.
Time

Friday, November 1, 2024
Date

Bids must be accompanied by a Bid Bond/Security in the amount of ten percent (10%) of the Bid and must accompany each Bid in accord with the Instructions to Bidders.

The successful Bidder, who is awarded the contract, will be required to furnish a 100% Construction Payment and Performance Bond meeting the requirements of Section 255.05 Florida Statutes and Section 337.18(1), Florida Statutes.

No bidder may withdraw his or her bid for a period of ninety (90) days after submission by the date set for the opening thereof.

The complete Invitation to Bid including specifications and bid forms may be obtained by bona fide bidders from the City of South Bay website at: <http://www.southbaycity.com>

THE CITY OF SOUTH BAY

Vicky Delbosquez, City Clerk

PUBLISH: Lake Okeechobee News, October 1, 2024
Demand Star Online, October 1, 2024

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INSTRUCTIONS TO BIDDERS

ARTICLE 1. DEFINED TERMS

1.1 Terms used in these Instructions to Bidders, which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner (City of South Bay), as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

ARTICLE 2. COPIES OF BIDDING DOCUMENTS.

2.1 Complete sets of the Bidding Documents in the number and for the cost, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Owner or downloaded from the City's website: <http://www.southbaycity.com> (unless another issuing office is designated in the Advertisement or Invitation to Bid).

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

2.4 AutoCad files and/or raw data will not be provided for use in preparing Bids.

2.5 For information concerning this Bid, please contact: **Mohan Thampi, PE.** City Engineer at **Office 305.448.1711 Ext 3411.**

ARTICLE 3. QUALIFICATIONS OF BIDDERS.

3.1 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below:

- A. Evidence of Bidder's authority to do business in the State of Florida, Palm Beach County and the City of South Bay.
- B. Bidder's state contractor license number, if applicable.
- C. References from a minimum of five (5) other project owners for comparable projects.
- D. Letter establishing the Bidder's bonding capacity for the value of the Project.
- E. The Owner reserves the right to request a Bidder under consideration for award to furnish a confidential certified financial statement, current within the past quarter, which must be a complete report of the financial resources and liabilities or as otherwise requested by the Owner. Regardless of the foregoing, such information will be subject to F.S. 119.01, *et seq.*

3.2 Competency Requirements. Bids will be considered only from firms which are regularly engaged in the business of providing the contracting services as described in this Invitation to Bid and who can produce evidence that they have established a satisfactory record of performance for a reasonable period of time; have sufficient financial support, sufficient personnel, delivery equipment and organization to insure that they can satisfactorily perform the construction of the project if awarded a Contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Owner. Pre-award inspection of the Bidder's facility may be made prior to award of Contract.

ARTICLE 4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

4.1 Subsurface and Physical Conditions

- A. Reports and drawings, if any, will be attached to the Contract Documents. Such reports and drawings may include:
 - (1) Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
 - (2) Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Copies of reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents. Unless otherwise set forth in the Supplementary Conditions, there is no "technical data" in any of the reports and drawings that may be relied upon by the Contractor. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.2 Underground Facilities

Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner or others.

4.3 Hazardous Environmental

- A. Reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site, if any, will be attached to the Contract Documents.
- B. Copies of reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents. Unless otherwise set forth in the Supplementary Conditions, there is no "technical data" in any of the reports and drawings that may be relied upon by the Contractor. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.4 Costs for such documents will be based on current rates for reproduction and will not be eligible for any refund.

4.5 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the site which was not shown or indicated in the Drawings or Specifications or identified in the Bidding Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

4.6 On request in advance, Owner will provide each Bidder access to the site(s) to conduct such examinations, investigations, explorations, tests and studies 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 upon completion of such activities. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.7 It is the responsibility of each Bidder before submitting a Bid, to:

- A. Examine and carefully study the Bidding Documents thoroughly and other related data identified in the Bidding Documents;
- B. Visit the site to become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work;
- C. Become familiar with and satisfy Bidder as to all federal, state and local Laws, rules, regulations, codes, ordinances, directives and guidelines that may affect cost, progress, performance or furnishing of the Work;
- D. Carefully study all identified reports, tests and drawings, if any, related to surface, subsurface and physical conditions and Hazardous Environmental Conditions;
- E. Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the site; the Bidding Documents; and the identified Site-related reports and drawings, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents;
- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of the work to be performed by Owner and others, if any, at the Site that relates to the Work;
- H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, 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, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, 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.

ARTICLE 5. MANDATORY PREBID MEETING

5.1 A **Mandatory Pre-bid Meeting** will be held on **October 27, 2024 at 10:00am** (local time) at the **City of South Bay City Hall, 335 SW 2nd Ave, South Bay, Florida**. **Bidders arriving at pre-bid meeting after 10:15am on October**

27, 2024, will be disqualified from bidding. Representatives of the Owner and Engineer will be present to discuss the Project. Bidders are required to attend and participate in the Meeting. Owner will endeavor to transmit to all prospective Bidders of record such addenda as Owner and/or Engineer considers necessary in response to questions arising at the Meeting; however, it is the sole responsibility of every bidder to verify with the Owner whether any addendum has been issued prior to submitting a bid.

ARTICLE 6. SITE AND OTHER AREAS.

6.1 The Site(s) is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities, if any, are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7. INTERPRETATIONS AND ADDENDA.

7.1 All questions about the meaning or intent of the Contract Documents are to be directed, in writing, to the Owner, attention **Mohan Thampi, PE., City Engineer**, at fax number. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda. **The deadline for questions is Wednesday, November 10, 2024 @ 10:00am.** Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. The Owner will endeavor to make sure all potential bidders receive such addendum by posting the addendum on the City's website (www.southbaycity.com) for the respective solicitation; however, it is the sole responsibility of every bidder to verify with the Owner whether any addendum has been issued prior to submitting a bid.

7.2 Submission of a Bid constitutes acknowledgment by the Bidder of the receipt of Addenda. All Addenda are a part of the Bid Documents and each Bidder will be bound by such Addenda, whether or not received by him. It is the responsibility of each Bidder to verify that he has received all Addenda issued before Bids are opened.

7.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or the Engineer.

ARTICLE 8. BID SECURITY.

8.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of ten percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of Paragraph 5.01 of the General Conditions and section 287.0935, Florida Statutes and made payable to the City of South Bay.

8.2 The Bid security of the Successful Bidder shall be retained until such Bidder has executed the Contract Documents and furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security upon request after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award and the Bid security of the Bidder shall be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the **121st** day after the posting of the recommended award, whereupon Bid security furnished by such Bidders will be returned. Bid security of other Bidders whom Owner believes do not have a reasonable change of receiving the award, will be returned within seven days after the Bid opening.

ARTICLE 9. CONTRACT TIME.

9.1 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 Bid Form and the Agreement.

If Contract Times are left blank in the Bid Form, the time for Substantial Completion and final completion are to be set forth by Bidder in the Bid and will be included in the Agreement. The times will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the Successful Bidder to satisfy Owner of Bidder's ability to achieve Substantial Completion and Final Completion within the times designated in the Bid.

ARTICLE 10. LIQUIDATED DAMAGES.

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

ARTICLE 11. MATERIALS; SUBSTITUTE OR "OR-EQUAL" ITEMS.

11.1 All materials supplied by the Contractor under the provisions of this Bid shall be new materials of the kind and character called for in the plans and Specifications. Defective equipment or material damages in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the Owner. All materials and equipment to be furnished under this Bid shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.

11.2 The Contract, if awarded, will be on the basis of materials and equipment specified or 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 Contractor if acceptable to Engineer, written application for such acceptance must be received by Engineer **at least 15 days prior to the date for receipt of Bids**. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12. SUBCONTRACTORS, SUPPLIERS AND OTHERS.

12.1 If the Bid Form, Specifications or Supplementary Conditions require (or if Owner requests after Bids are received) the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening (or seven days after request by Owner) submit to Owner 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 qualifications for each Subcontractor, Supplier, person or organization if requested by Owner. Subcontractors shall be required to meet the Competency of Bidder and References requirements set forth in the General Information section of the Contract Documents. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, or other person or organization, either may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.

12.2 If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and the Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions. All subcontractors, suppliers and other persons and organizations proposed for those portions of the work shall be properly licensed to perform such work.

12.3 No Contractor shall be required to employ any Subcontractor, Supplier, other person, or organization against whom Contractor has reasonable objection.

ARTICLE 13. PREPARATION OF BID AND BID FORM.

13.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from the Owner (or the issuing office). Bid submittals must be made on the blank forms provided herein. All blank spaces in the Bid form must be filled in, regardless of whether quantities are shown, and no change shall be made either in the phraseology of or in the items mentioned in the Bid Form.

13.2 All blanks on the Bid Form must be completed in ink or by typewriter.

13.3 Each Bid Form shall specify a unit price written in figures for each of the separate items as called for, except when the Bid calls for a lump sum. Lump sum Bids shall be shown in figures.

13.4 Any Bid submittal which does not contain prices set opposite each of the items for which there is a blank space will be cause for rejection. Any items not bid upon shall be indicated "NO BID" in place of the price. Any Bid which in any manner fails to conform to the conditions of the published notice will be cause for rejection.

13.5 In the event of an extension error, the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total offer will be corrected accordingly. If there is a conflict, words take precedence over figures. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.6 Bids by corporations or such entities such as, but not limited to a Limited Liability Company must be executed in the corporate name by the president, vice-president or manager (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary, if applicable. The corporate address and state of incorporation must be shown below the signature.

13.7 Bids by partnerships must be executed in the partnership name and signed by a general partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. Bids by Limited Liability Companies must be executed in accordance with their corporate documents. Bids by an individual must be signed by the individual and include the primary mailing address of the individual.

13.8 All names must be typed or printed below the signature. Bids must be signed in ink by the Bidder with the signature in full.

13.9 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

13.10 The address and telephone number for communications regarding the Bid must be shown.

13.11 Bids that contain any omission, erasure, alteration, addition, or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will be cause for the rejection of a Bid.

13.12 If a Bidder wishes to change unit prices prior to Bid submission, they shall strike the unit price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the Bid. Any changes or alteration of unit prices in the Bid shall be initialed. Failure to initial these changes or illegible entries of corrections or unit prices may be cause for the rejection of the Bid as informal or irregular.

ARTICLE 14. VARIANCES.

14.1 The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the Specifications for the Contract being bid. For purposes of Bid evaluation, Bidder must indicate any variances to the Contract Documents, including but not limited to, Specifications, terms and conditions, no matter how slight. If variations are not stated in the Bid, it shall be construed that the Bid fully complies with the Bidding Documents, including but not limited to, Specifications, terms and conditions as given herein.

ARTICLE 15. VENDOR SERVICE REPRESENTATIVE.

15.1 The Bidder must submit with its Bid the name, address and phone number of the person(s) to be contacted for the placement of an order and/or coordination of service. A contact for regular work-hours and after-hours, weekends, and holidays must be submitted with the Bid.

ARTICLE 16. SUBMISSION OF BIDS.

16.1 Bids shall be submitted no later than at the date and time prescribed and at the place indicated in the Advertisement / Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Bid Number (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation **Sealed Bid No. ITB 2024-06 to be opened 10:00am local time, on the Friday, 1st day of November 2024**, on its face.

16.2 It is the sole responsibility of the Bidder to ensure that the Bid reaches the Clerk's Office on or before the closing date and time. The Owner shall in no way be responsible for delays caused by any occurrence or excuse. Offers by telephone, telegram or facsimile will not be accepted. The Bid time shall be scrupulously observed. Under no circumstances shall Bids delivered after the date and time specified be considered. Such Bids will be returned unopened to the Bidder.

16.3 All Bids must be submitted with one (1) original and three (3) complete copies.

16.4 The submission of a Bid shall constitute an incontrovertible representation by the Bidder that the Contract Documents are sufficient in scope and detail to indicate and convey a clear understanding of all terms and conditions for performance.

16.5 Failure to provide the required documentation and information with the Bid submitted shall make the Bidder nonresponsive unless the Owner, in its sole discretion and in the best interests of the Owner, determines the acceptability of the materials and value engineering offered through documentation and information available to the Owner as of the date and time of the Bid opening.

ARTICLE 17. MODIFICATION AND WITHDRAWAL OF BIDS.

17.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to date and time set for the opening of Bids. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer until one or more of the Bids have been duly accepted by the Owner.

17.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

17.3 A Bidder shall not be allowed to modify its Bid after the opening date and time except as otherwise set forth herein.

ARTICLE 18. OPENING OF BIDS.

18.1 Bids will be opened publicly as indicated in the Advertisement or Invitation to Bid.

18.2 When Bids are opened publicly they will be read aloud, and the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

18.3 Bid files may be examined during normal working hours, after Bid opening, by appointment and pursuant to Florida Statutes.

ARTICLE 19. BIDS TO REMAIN SUBJECT TO ACCEPTANCE.

All Bids will remain subject to acceptance for 120 days after the posting of the intended recommended award, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

ARTICLE 20. ADDITIONAL TERMS AND CONDITIONS.

20.1 No additional terms and conditions included with the Bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Bid, whether submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, Specifications, literature, price lists or warranties. It is understood and agreed that these Instructions, the General and Supplementary Conditions and the Specifications in this Bid solicitation are the only conditions applicable to this Bid and the Bidder's authorized signature affixed to the Bid Form attest to this.

ARTICLE 21. RESPONSIVE AND RESPONSIBLE BIDDER.

21.1 Only those Bidders considered both responsive and responsible shall be considered for award of a Contract by the Owner. A responsible Bidder shall be a person, firm, partnership, or corporation or other entity who has submitted a Bid, which conforms in all material respects to the Contract Documents and the requirements of the Bidding Document. A responsive Bidder shall be a person, firm, partnership, corporation or other such entity that has the capability in all respects to perform fully the Contract Document requirements and has the integrity and reliability which will assure the good and faithful performance of the Contract.

ARTICLE 22. EVALUATION OF BIDS AND AWARD OF CONTRACT.

22.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to the Bidder, whether because the Bid is not responsive or fails to meet the Competency of Bidder and Reference requirements set forth herein or fails to meet any other pertinent standard or criteria established by Owner.

22.2 In evaluating Bids, Owner will consider the qualifications, competency and references of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and/or lump sums and other data, as may be requested in the Bid Form or prior to the Notice of Award.

22.3 Owner may consider the qualifications, competency, and experience of Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in Supplementary Conditions (or as requested by Owner after the Bids are received). Owner 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.

22.4 Owner may conduct such investigations as Owner 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 Owner's satisfaction within the prescribed time.

22.5 If the Contract is to be awarded, it will be awarded to the lowest, responsive and responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project. The Owner may consider any substitutions or alternates in the determination of the lowest Bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the low Bidder and the Owner is satisfied that the Bidder is qualified to provide and construct the project to the satisfaction of the Owner. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within 120 days after the posting of the recommended award.

22.7 When Bidder is permitted to designate the Contract Time, Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion.

22.8 The successful Bidder, who is awarded the contract, shall be required to furnish a 100% Construction Payment and Performance Bond meeting the requirements of Section 255.05 Florida Statutes.

ARTICLE 23. BID TABULATIONS

23.1 Bid tabulations with recommended awards will be posted for review at the offices of the Clerk. Bid tabulations will not be provided by telephone.

23.2 Tie Bids may be awarded to one of the qualified Bidders based on the criteria, in the following order:

- a) Availability or completion period
- b) Previous Contractor Record
- c) Drug Free Workplace
- d) If all conditions are equal, the award shall be determined by drawing lots or flip of a coin, as determined by the Owner.

ARTICLE 24. DISQUALIFICATION OF BIDDER

24.1 Bidder may be disqualified and its Bid rejected for any of the following:

- a) Bidder does not meet the Competency of Bidder and Reference requirements set forth herein.
- b) Reason to believe that collusion exists among or between Bidders
- c) Unbalanced Bid; that is, Bid in which the prices bid for some items are out of all proportion to those Bids of others.
- d) Bidder's uncompleted workload, which in the judgment of the Owner, may cause detrimental impact or impair the prompt completion of this Contract.
- e) Lack of responsibility on the part of Bidder, (for example, no Bidder would be considered responsible who had failed to carry out any Contract in which the Owner had been directly or indirectly concerned), or to which Bidder failed to perform on other projects.
- f) A determination by Owner of the Contractor's lack of experience or lack of competency as may be revealed by qualification statements, financial statements, experience records, references, or other questionnaires.
- g) Substantial evidence of bad character or dishonesty.
- h) Bidder is involved in any current litigation with Owner.
- i) Bidder has defaulted on any contract or is in arrears on any contract.

ARTICLE 25. CONTRACT SECURITY.

25.1 Article 5 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bond. When the successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bond.

ARTICLE 26. SIGNING OF AGREEMENT.

26.1 When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 15 days thereafter, the Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bond. In the event the successful Bidder fails to execute the

Contract and return same to the Owner within the stipulated fifteen (15) days, the Owner may disqualify the Bid, and said Bidder shall not be permitted to contest to the contrary and does waive such right upon submitting a Bid.

ARTICLE 27. DISPUTES

27.1 Any actual or prospective Bidder, Proposer, or Contractor who is aggrieved in connection with a solicitation or award of a Bid or contract may avail themselves of the procedures contained in Section 2-431(d)(6) of the Owner's Code of Ordinances as amended for time to time in order to resolve disputed matters or complaints.

ARTICLE 28. LICENSES, PERMITS, AND CERTIFICATION.

28.1 It shall be the responsibility of the Contractor to obtain at no additional cost to the Owner any and all licenses and permits required to complete this Contractual service.

28.2 When applicable, vendor must hold a Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing.

28.3 An Occupational License obtained from the Owner shall be required of any person maintaining a permanent business location or branch office within the City of South Bay.

28.4 A copy of any licenses and permits shall be submitted with the Bid and must be in the name of the vendor shown on the Bid submittal.

ARTICLE 29. PREPARATION EXPENSE.

29.1 Neither the Owner nor its representatives will be liable for any expenses incurred in connection with the preparation, presentation or submittal of any Bid.

ARTICLE 30. QUANTITIES.

30.1 In the case of unit price items, the quantities of materials to be furnished under this Contract, as given in the Bid, are to be considered as approximate only and are to be used solely for the comparison of Bids received. The Owner nor its representatives does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Bidder place misunderstanding or deception because of such estimate or quantities. Payment to the Contractor will be made only for the actual quantities of material furnished in accordance with the Contract Documents, and it is understood that the quantities may be increased or diminished as provided in the General Conditions without in any way invalidating any of the unit prices Bids.

ARTICLE 31. NON-COLLUSION.

31.1 Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provisions of services. Any violation of this provision may result in Contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid list(s).

ARTICLE 32. CODE OF ETHICS.

32.1 If any Bidder violates or is a party to a violation of the Code of Ethics of the Owner, Palm Beach County, and/or of the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which this Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the Owner.

ARTICLE 33. CONFLICT OF INTEREST.

33.1 The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the City, the Palm Beach County Code of Ethics, and in the Florida Statutes. All Bidders must complete the Conflict of Interest Form attached hereto.

ARTICLE 34. DRUG FREE WORKPLACE PROGRAMS.

34.1 Preference may be given to businesses with Drug-Free Work Place Programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW may be given preference in the award process.

ARTICLE 35. EEO STATEMENT.

35.1 The Owner is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age, and sex.

ARTICLE 36. LEGAL REQUIREMENTS.

36.1 Federal, State, County and Owner laws, ordinances, rules, codes, guidelines, directives and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

ARTICLE 37. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT.

37.1 The Bidder certifies that all equipment and materials contained in this Bid shall meet all O.S.H.A. requirements. Bidder further certifies that, if it is the successful Bidder and the equipment and/or materials delivered are subsequently found to be deficient in any O.S.H.A. requirements in effect on the date of delivery, all costs necessary to bring the equipment and/or materials into compliance with the aforementioned requirements shall be borne by the Bidder.

ARTICLE 38. NON-APPROPRIATIONS.

38.1 The obligations of the Owner to make a Bid award and sign an agreement under the terms of this "Invitation to Bid" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Owner, at its sole discretion, shall have the right to reject all Bids.

ARTICLE 39. FLORIDA PUBLIC RECORDS ACT AND CONTRACT CONTENT OWNERSHIP.

39.1 All material submitted regarding this Bid becomes the property of the Owner. Pursuant to sec. 119.07(1), Fla. Stat., sealed Bids received by the Owner pursuant to a competitive solicitation are subject to disclosure when the Owner provides notice of an intended decision or until thirty (30) after opening of the Bids, whichever is earlier. If the Owner rejects all bids submitted in response to a competitive solicitation and the Owner concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids remain exempt from sec. 119.07(1), Fla. Stat., until such time as the Owner provides notice of an intended decision concerning the reissued competitive solicitation or until the Owner withdraws the reissued competitive solicitation. A Bid is not exempt from disclosure for longer than 12 months after the initial notice rejecting all Bids made by the Owner. Bidder should take special note of this as it relates to any proprietary information that might be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by the Owner. The Owner has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from the same. Disqualification of a Bidder does not eliminate this right.

39.2 Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and 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 confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the Owner all public records in possession of the Contractor upon termination of the Contract Documents and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.

ARTICLE 40. HOURS OF OPERATION FOR RECEIPT OF BIDS.

40.1 All bids must be received in the City's Clerk's Office, 335 SW 2nd Ave, South Bay, Florida 33493. The Clerk's Office shall be open and available for the receipt of bids according to the following schedule. **Bids may be submitted Monday through Friday from 8:00 a.m. to 5:00 p.m. The Clerk's Office is closed and unavailable for the receipt of bids on Saturdays, Sundays, and legal holidays.**

ARTICLE 41. HOURS OF OPERATION FOR THE PUBLIC WORKS DEPARTMENT.

41.1 The Owner's Public Works Department is available to provide bid clarifications and interpretations, answer questions and inquiries, and fulfill requests for information Monday through Friday from 8:00 a.m. to 5:00 p.m.

ARTICLE 42. PROTEST PROCEDURE.

42.1 Protests shall be handled in accordance with protest procedures set forth in the Owner's Purchasing Code, sec. 2-260 of the City of South Bay Code of Ordinances.

END OF SECTION

BID PROPOSAL CHECKLIST

Please submit your proposal in this order

YES___ NO___ 1. Bid submittal – one (1) original and two (2) complete copies

YES___ NO___ 2. Bid Form signed by authorized representative

YES___ NO___ 3. Acknowledgment of addendums

YES___ NO___ 4. Bid Bond/Security or Cashier's Check

YES___ NO___ 5. Schedule of Value

YES___ NO___ 6. Schedule of Subcontractor/Supplies

YES___ NO___ 7. Schedule of Equipment and Materials

YES___ NO___ 8. Sworn Statement under Section 287.133(3) (a)

YES___ NO___ 9. Drug Free Workplace

YES___ NO___ 10. Trench Safety Affidavit

YES___ NO___ 11. Questionnaire

YES___ NO___ 12. References

YES___ NO___ 13. Insurance Certificates

YES___ NO___ 14. Copy of Appropriate Licenses

YES___ NO___ 15. Conflict of Interest Form

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____, As Principal, hereinafter called the
Principal, and _____
B _____ a corporation duly organized under the
laws of the State of _____, as Surety, are held and firmly bound unto the City of South Bay,
as Oblige, hereinafter called the Obligee, in the sum of _____
_____ for the payment of which sum well
and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally; firmly by these presents.

WHEREAS, the Principal has submitted a bid for the construction of the

“NW 10th Avenue Road & Water Main Replacement Improvements from MLK Boulevard to NW 2nd Street, ITB 2024-06”

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into
a Contract with the Obligee in accordance with the terms of such Bid, and give such bond or bonds as
may be specified in the bidding or contract documents with good and sufficient surety for the faithful
performance of such contract and for the prompt payment of labor and material furnished in the
prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such
bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof
between the amount specified in said bid and such larger amount for which the Obligee may in good
faith contract with another party to perform the work covered by said bond, then this obligation shall be
null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20____

(Witness)

(Principal)

(SEAL)

BY: _____
(Title)

(Witness)

(Surety)

(SEAL)

BY: _____
(Attorney in Fact)

BID FORM

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

ONE (1) ORIGINAL AND TWO (2) COPIES OF BID FORM MUST BE SUBMITTED

PROJECT: **"NW 10th Avenue Road & Water Main Replacement Improvements from MLK Boulevard to NW 2nd Street, ITB 2024-06"**

DATE: _____

BIDDER: _____

THIS BID IS SUBMITTED TO:

City of South Bay
Clerk's Office
335 SW 2nd Ave
South Bay, FL 33493

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER 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 Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the posting of the recommended award. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date_____	Addenda Number_____
Date_____	Addenda Number_____
Date_____	Addenda Number_____

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality, and all local conditions, Laws, and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

(c) BIDDER is not requesting any additional examinations, investigations, explorations, tests, reports or similar information or data ("Additional Data") regarding the condition of the Work sites or the Work to be done under the Contract Documents.

(d) BIDDER has correlated the results of all its observations, examinations, investigations, explorations, tests, reports, and studies, if any, with the terms and conditions of the Contract Documents.

(e) BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

(f) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization 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 OWNER. BIDDER has not divulged or discussed its Bid with other Bidders.

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides below.
5. BIDDER declares it understands that the measurements included in the list of "Roadways to be Resurfaced" are approximate only and not guaranteed and are subject to either increase or decrease; BIDDER further declares that it has confirmed the measurements and that should the measurements of any of the roadways included in the Work be increased, the BIDDER agrees to do the additional Work at the lump sum prices set out herein. BIDDER shall make no claims for anticipated profits for any decrease in the measurements or number of roadways to be included in the Work.
6. The BIDDER further declares that it understands the OWNER may elect to complete only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the prices quoted herein.
7. BIDDER agrees that the Work:

**"NW 10th Avenue Road & Water Main Replacement Improvements from MLK
Boulevard to NW 2nd Street, ITB 2024-06"**

will be substantially completed within **300 calendar days** after the day when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment within **330 calendar days** after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

8. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid security in the form of Bid Bond.
- (b) Schedule of Values.
- (c) List other documents as pertinent.

9. Written communications concerning this Bid shall be faxed to:

Name: Leondrae Camel, City Manager
Fax: (561) 996-7950

10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
11. BIDDER'S Florida Contractor's License No. _____

12. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER'S qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.
13. BIDDER represents that it is financially solvent and sufficiently experienced and competent to provide all goods and services required under this ITB, and that all information provided in the Bid is true and correct in all respects.
14. If returning a "NO BID", please explain why: _____

Attach completed **SCHEDULE OF BID ITEMS** (See City Web Site for Download of BID FORM SCHEDULE of BID Items. Also attached to last page of this ITB)

If BIDDER is

An Individual

Name _____ (SEAL)

Signature: _____

Doing business as _____

Business Address: _____

Phone Number: _____ Fax Number _____

A Partnership

Firm's Name _____ (SEAL)

General Partner Signature: _____

Business Address: _____

Phone Number: _____ Fax Number _____

A Corporation

Corporation's Name _____ (SEAL)

State of Incorporation _____

Authorized Person: _____

Title: _____

Signature: _____

Attest: _____ (Secretary)

Signature: _____

Business Address: _____

Phone Number: _____ Fax Number _____

SCHEDULE OF SUBCONTRACTORS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

<u>Discipline</u>	<u>Subcontractor</u>	<u>Address City, ST Zip</u>	<u>License Number</u>

SCHEDULE OF EQUIPMENT AND MATERIALS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Item	Manufacturer	Description

END OF SECTION

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

[date]

STATE OF _____

COUNTY OF _____

Subscribed and Sworn to (or affirmed) before me on _____ by _____
[date]

_____. He/she is personally known to me or has presented
[name]

_____ as identification.
[type of identification]

[Notary's Signature and Seal]

Print Notary Name and Commission No.

DRUG FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids are equal with respect to price, quality, and service which are received 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. 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 5 days after such conviction.

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

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

As the person authorized to sign this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

TRENCH SAFETY AFFIDAVIT

Bidder acknowledges sole responsibility for complying with the Florida Trench Safety Act (Act). Section 553.60, Florida Statutes. Bidder further acknowledges that included in the various items of its BID and in its Total Lump Sum Bid are costs for complying with the Florida Trench Safety Act. The Bidder further identifies the costs to be summarized below:

Trench Safety Method (Description)	Units of Measure (LF, SY)	Quantity	Unit Cost	Extended Cost	Unit Extended
A. _____	_____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____	_____
				Total	\$ _____

Failure to complete the above may result in your BID being declared non-responsive. The costs indicated above are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line items of the Bid Form.

Bidder _____

By: _____

Its _____

Date _____

Authorized Signature

END OF SECTION

QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in Envelope with the Bid.

By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? _____

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

3. Have you ever failed to complete work awarded to you? If so, where and why? _____

4. Name three individuals or corporations for which you have performed work and to which you refer:

Name	Address	Phone	Fax

Name	Address	Phone	Fax

Name	Address	Phone	Fax

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

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

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? _____

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed

8. What equipment do you own that is available for the work?

9. What equipment will you purchase for the proposed work?

10. What equipment will you rent for the proposed work?

11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.

12. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do businesses under the trade name.

The correct name of the Bidder is_____

The partnership is a ☐ Sole Proprietorship, ☐ Partnership, or ☐ Corporation or ☐ Other Type of Entity
_____ (Fill In).

The address of principal place of business is
_____.

The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows:

List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute and the resolution of the same.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants.

Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

List and disclose any and all business relations with any members of the City Commission.

END OF SECTION

AGREEMENT

THIS AGREEMENT is dated and will be effective on the 1st day of APRIL in the year 2025, by and between the City of South Bay, (hereinafter called OWNER) and HUURR HOMES LLC. (hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

“NW 10th Avenue Road & Water Main Replacement Improvements from MLK Boulevard to NW 2nd Street, ITB 2024-06”

ARTICLE 2 - ENGINEER

The Project has been designed by CAP Engineering, Inc. and CSOLUTIONS, Inc., who is hereinafter called ENGINEER and who is to act as OWNER's representative, shall 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 TIMES

3.1 Work will be substantially completed within 300 days from the date of Notice to Proceed, and shall be finally complete within 330 days from the date of Notice to Proceed.

3.2 **LIQUIDATED DAMAGES.** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR and/or CONTRACTOR'S Surety shall pay OWNER One Thousand and Five Hundred and Eighty-Four and 00/100 dollars (\$1,584.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion 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 and/or CONTRACTOR'S Surety shall pay OWNER One Thousand and Five Hundred and Eighty-Four and 00/100 dollars (\$1,584.00) for each day that expires after the time specified in paragraph 3.1 for final completion and readiness for final payment until the Work is completed and ready for final payment.

3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the Owner.

ARTICLE 4 - CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

The amount of SEVEN HUNDRED EIGHTY-FIVE THOUSAND FIVE HUNDRED FIFTY SEVEN DOLLARS AND FIFTY SEVEN CENTS (\$ 785,557.57), which is based on the price(s) in the Schedule of Values.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. 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 10th 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 Paragraph 2.07 of the General Conditions (and in the case of Unit Price Work, if any, based on the number of units completed).

5.1.1. Prior to successful completion of 50% of the work, 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 less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 14.02 of the General Conditions and any applicable Supplementary Conditions.

90% of Work completed.

0% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Paragraph 14.02.A of the General Conditions).

5.1.2. Upon successful completion of 50% of the work, progress payments will be made in an amount equal to 95% of work completed, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 14.02 of the General Conditions and any applicable Supplementary Conditions.

5.2. FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, and settlement of all claims, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07 of the General Conditions.

ARTICLE 6

(This Article left blank intentionally).

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, Laws, and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

7.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, which pertain to the subsurface of 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 the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the 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.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports and studies, if any, which pertain to the 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 the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

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

7.5 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement.

Performance Bond and Payment Bond (plus Power of Attorney Forms as applicable).

8.3 Notice of Award.

8.4 General Conditions and Supplementary Conditions.

8.5 Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition (not attached hereto) and Florida Department of Transportation Design Standards, latest edition (not attached).

8.6 Owner and Florida Department of Transportation's "Economic Development Transportation Project Fund Agreement" dated November 4, 2013 (not attached hereto).

8.7 Drawings attached hereto and/or referenced in the List of Drawings (which may or may not be attached hereto).

8.8 Addenda numbers 1 to 2, inclusive.

8.9 CONTRACTOR'S Bid.

8.10 The following which may be delivered or issued after the Effective Date of the Agreement may not be attached hereto: Notice to Proceed, all written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions.

8.11 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 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.

9.3 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 on the Contract Documents.

9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 10 - INDEMNIFICATION

10.1 This space left blank intentionally.

10.2 CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and all of their respective officers, agents, and employees, from and against all claims, liabilities, damages, losses, costs and expenses, including, but not limited to, reasonable costs, collection expenses, attorneys' fees, fees and charges of engineers, architects and other professionals, and all court, arbitration or other dispute resolution costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Contract Documents. CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the OWNER when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by OWNER in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the OWNER as set forth in this article of the Contract Documents. Nothing in the Contract Documents shall be construed or interpreted as consent by the OWNER to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.

ARTICLE 11 - SALES TAX INFORMATION

11.1 The Owner is exempt from the payment of Florida State Sales and Use Tax.

ARTICLE 12 - PROJECT SIGNAGE AND BARRICADES; MAINTENANCE OF TRAFFIC; PUBLIC SAFETY AND CONVENIENCE

12.1 CONTRACTOR shall provide signs, barricades and flashing lights reasonably necessary for the protection of the work and the safety of the public, as determined and directed by the OWNER, in its sole discretion.

12.2 CONTRACTOR shall, at all times, conduct its work as to insure the least possible obstruction and inconvenience to: normal pedestrian and vehicular traffic; access to all public and private properties during all stages of the Work; and to the general public and the residents in the general vicinity of the Work.

12.3 CONTRACTOR shall be responsible for the proper and efficient maintenance of traffic. No more than one-half (1/2) of the subject road or street shall be closed and traffic shall be controlled so as to provide minimum hindrance. No road or street shall be closed to the public, except with the permission of the proper governmental authority. Fire hydrants on or adjacent to the Work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to insure the use of sidewalks, public telephones, drainage ditches and irrigation ditches.

12.3 In performing the requirements of this Article, CONTRACTOR shall adhere to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, and Design Standards, latest edition and any applicable ordinances, statutes and regulations.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR, and the ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by the ENGINEER on their behalf.

OWNER: City of South Bay

CONTRACTOR _____

By 
Joe Kyles, Mayor

By _____

Attest: _____
Vicky Delbosquez, City Clerk
(SEAL)

Attest: _____
(CORPORATE SEAL)

Address for giving notices:

335 SW 2nd Ave

South Bay, Florida 33493

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Burnadette Norris-Weeks, City Attorney

Address for giving notices:

HUURR HOMES LLC.

2705 BURRIS RD UNIT 4A DAVIE, FL. 33314

License No. _____

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence
of authority to sign.)

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents,

**" NW 10th Avenue Road & Water Main Replacement Improvements from
MLK Boulevard to NW 2nd Street, ITB 2024-06",**

and that after such examination I am of the opinion that the execution of the Agreement, the Performance Bond and Payment Bond to be provided are in due and proper form.

Burnadette Norris-Weeks, City Attorney

This _____ day of _____, 2024.

REMOVE THIS PAGE

**CITY OF SOUTH BAY
PAYMENT AND PERFORMANCE BOND**

(Pursuant to secs. 255.05 and 337.18, Fla. Stat.)

Surety Bond No. _____

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

Name:

Principal Business Address:

Telephone Number:

SURETY:

Name:

Principal Business Address

Telephone Number:

OWNER:

City of South Bay

335 SW 2nd Ave

South Bay, FL 33493

(561) 996-6571

CONTRACT:

Date:

Amount:

Description (Name and Location): **"NW 10th Avenue Road & Water Main Replacement Improvements from MLK Boulevard to NW 2nd Street, ITB 2024-06"**

with specific road and water main replacement improvements as described in the "Plans and Technical Specifications", attached to the Contract Documents.

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

1. Contractor has entered into **"NW 10th Avenue Road & Water Main Replacement Improvements from MLK Boulevard to NW 2nd Street, ITB 2024-06"**, with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits and incorporated documents (hereinafter, collectively, the "Contract Documents") is by reference made a part hereof for the purposes of explaining this bond.

2. Principal and Surety are bound to the Owner in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

3. THE CONDITION OF THIS BOND is that if Principal:

a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents; and

b. In accordance with sec. 255.05 and sec. 337.18, Florida Statutes, promptly makes payments to all persons, defined in sec. 713.01, Florida Statutes, who furnish labor, services or materials for prosecution of the work set forth in the Contract Documents described above; and

c. Pays Owner all losses, damages, expenses, costs, and professional fees, including but not limited to attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise, it remains in full force.

4. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in secs. 255.05(2) and (10), Fla. Stat., and those of sec. 337.18, Fla. Stat.

5. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract Documents or the changes does not affect Surety's obligation under this bond. Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Performance and Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Signed and sealed this _____ day of _____, 2024.

Witness

Principal

Title

(Corporate Seal)

Witness

Surety

Attorney-in-Fact
(Attach Power of Attorney)

Print Name

(Corporate Seal)

END OF SECTION

NOTICE OF COMPLIANCE WITH CHAPTER 556, FLORIDA STATUTES

The undersigned Contractor does hereby confirm to the Owner and Engineer that the Contractor has reviewed the provisions of Chapter 556, Florida Statutes, and has provided to "Sunshine State One-Call of Florida, Inc." the information required under F.S. 556.105 before the commencement of any excavation or demolition required for the Work.

Executed this _____ day of _____ 20_____.

(name of Contractor)

(signature)

(print name)

(title)

END OF SECTION

**CONTRACTOR'S AFFIDAVIT TO OWNER
AND FINAL RELEASE OF LIENS**

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared _____, who, being by me first duly sworn, on oath depose(s) and say(s):

(1) He/she is/they are a (Corporation, Partnership, or Individual) of _____ (State), doing business as _____, hereinafter called "Contractor".

(2) Contractor heretofore entered into a Contract with City of South Bay, hereinafter called "Owner" to do Work (furnish material, labor and services) for the construction of

**"NW 10th Avenue Road & Water Main Replacement Improvements from MLK Boulevard to
NW 2nd Street, ITB 2024-06"**

located in Palm Beach County, Florida.

(3) Contractor has fully completed construction in accordance with the terms of the Contract, and all lienors have been paid in full, except:

NAME OF LIENOR

AMOUNT DUE AND UNPAID

(4) All Workmen's Compensation claims have been settled and no liability claims are pending, in connection with, arising out of or resulting from the Contractor.

(5) Receipt by the Contractor of the final payment, under the aforementioned Contract, shall constitute a full release and discharge by the Contractor to the Owner of any and all claims of the Contractor against the Owner, arising out of, connected with, or resulting from performance of the obligations of the Contractor pursuant to the Contract Documents.

(6) The term "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien Law of Florida, on the land and property of the Owner referred to in paragraph (2) of this affidavit. Further, Contractor represents, warrants and covenants that all subcontractors, materialmen and suppliers have been paid in full. The contractor further provides under penalty of perjury that there are no claims of lien on the project.

(7) This affidavit is given pursuant to the provisions of Florida Statutes Section 713.06 or Section 255.05, whichever is applicable.

Signed and sealed in the presence of:

By: _____ (Entity)

_____ (Seal)

Subscribed and Sworn to (or affirmed) before me on this ____ day of _____ by
_____. He/she is personally known to me or has presented
_____ as identification.

Notary Public Signature and Seal

Print Notary Name and Commission No.

END OF SECTION

BILL OF SALE, ABSOLUTE

KNOWN ALL MEN BY THESE PRESENTS, that _____, a corporation of _____ County, Florida, party of the first part, for an in consideration of the sum of Ten and No/100 (\$10.00) lawful money of the United States, to it paid by CITY OF SOUTH BAY, a municipal corporation of the State of Florida, 335 SW 2nd Ave, South Bay, FL 33493, party of the second part, the receipt whereof is hereby acknowledged has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second party, its executors, administrators and assigns, the following goods and chattels:

Project Name: **“NW 10th Avenue Road & Water Main Replacement Improvements from MLK Boulevard to NW 2nd Street, ITB 2024-06”**

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators and assigns forever.

AND, it does, for itself and its successors and assigns covenant to and with the said party of the second part, its successors and assigns, that it is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said party of the second part its successors and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, it has hereunto set its hand and seal this _____ day of _____, 20____.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Signature

Print Name

Signature

Print Name

Name: _____
Title: _____

[Corporate Seal]

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ (state) corporation. He/She is ☐ personally known to me or ☐ has produced _____ as identification.

(stamp)

Print Notary Name: _____

END OF SECTION

FORM OF FINAL RECEIPT

Received this _____ day of _____, _____, from City of South Bay, Florida, the sum of _____ (_____) as full and final payment to CONTRACTOR for all work and materials for the Project described as:

“NW 10th Avenue Road & Water Main Replacement Improvements from MLK Boulevard to NW 2nd Street, ITB 2024-06”

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

CONTRACTOR hereby indemnifies and releases City of South Bay from all liens and claims whatsoever arising out of the Contract and Project.

CONTRACTOR hereby certifies that all persons doing work upon or furnishing materials or supplies for the Project have been paid in full. In lieu of this certification regarding payment for work, materials, and supplies, CONTRACTOR may submit a consent of surety to final payment in a form satisfactory to OWNER.

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

(If incorporated, sign below.)

ATTEST:

Secretary

(CORPORATE SEAL)

Name

By: _____
Title

Date: _____

END OF SECTION

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement* – The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment* – The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid* – The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder* – The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents* – The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements* – The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order* – A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim* – A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract* – The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 12. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
 13. *Contract Price* – The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder* – The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities* – All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work* – Work to be paid for on the basis of unit prices.
50. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive* – A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.
- C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor shall deliver to the Owner, with copies to each additional insured, certificates of insurance (and other evidence of insurance which the Owner or any additional insured may reasonably request) which Contractor is required to purchase and maintain in accordance with the Contract Documents.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor up to five printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Time will commence to run no later than **120** days after the posting of the recommended award or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier (unless otherwise agreed by Owner and Contractor in writing).

2.04 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals, if applicable; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 Initial Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an

additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefore.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 Reuse of Documents

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 Electronic Data

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on

entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

- A. *Reports and Drawings:* Reports and Drawings, if any, will be attached to the Contract Documents. Such Reports and Drawings may include:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Unless otherwise set forth in the Supplementary Conditions, Contractor may not rely upon the accuracy of the "technical data" contained in such reports and drawings. Such reports and drawings are not Contract Documents. Contractor shall have full responsibility with respect to subsurface and physical conditions at or contiguous to the Site. Except for such reliance on such "technical data" as set forth in the Supplementary Conditions, if any, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

- A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
 - 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 - 2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 Underground Facilities

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- B. *Not Shown or Indicated:*
1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
 2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

4.05 Reference Points

- A. If applicable to the Work required by the Contract Documents, Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable

Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

- A. *Reports and Drawings:* Reports and Drawings, if any, will be attached to the Contract Documents. Such reports and drawings will include those known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Unless otherwise set forth in the Supplementary Conditions, the Contractor may not rely upon the accuracy of the “technical data” contained in such reports and drawings. Such reports and drawings are not Contract Documents. Except for such reliance on such “technical data” as set forth in the Supplementary Conditions, if any, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any

adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. [This section intentionally left blank.]
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and their respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, liabilities, damages, losses, costs and expenses, including, but not limited to, reasonable costs, collection expenses, attorneys' fees and court costs, all fees and charges of engineers, architects, and other professionals and all arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible, whether such Hazardous Environmental Condition was created actively or passively or whether its creation was joint, concurrent or contributing. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Owner when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by Owner in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the Owner as set forth in this article of the Contract Documents. Nothing in the Contract Documents shall be construed or interpreted as consent by the Owner to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.
(whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing),
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

- A. In accordance with section 255.05(1), Fla. Stat., as amended from time to time, before commencing the Work or before recommencing the Work after a default or abandonment, the Contractor shall execute and record in the public records of Palm Beach County a payment and performance bond with a surety insurer authorized to do business in the State of Florida, and the Contractor shall be required to provide to the Owner a certified copy of the recorded bond. The Owner may not make a payment to the Contractor until the Contractor has complied with section 255.05(1)(b), Fla. Stat. The performance and payment bonds shall each be in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in

effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor's Insurance

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 [Paragraph intentionally left blank]

5.06 [Paragraph intentionally left blank]

5.07 [Paragraph intentionally left blank]

5.08 [Paragraph intentionally left blank]

5.09 Acceptance of Bonds and Insurance; Option to Replace

- A. Owner shall review the coverage afforded by or other provisions of the insurance required to be purchased or maintained by Contractor after delivery of insurance certificates to Owner in accordance with Paragraph 2.01B of the General Conditions. Contractor shall furnish to the Owner such additional information in respect to insurance provided by contractor as the Owner may reasonably request. Review of Insurance Policies or Insurance Certificates by the Owner shall not relieve or decrease the liability of the Contractor hereunder. In case of a breach by Contractor of any insurance provision stated in the Contract Documents, the Owner at its option may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and Owner may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor shall contain the name of the Project.

5.10 Partial Utilization, Acknowledgment of Property Insurer

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06, if applicable, have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have the authority to act on behalf of the Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed Monday through Saturday, 6:00 a.m. till 7:00 p.m. Contractor will not permit overtime work or the performance of Work on a Sunday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications or the Supplementary Conditions shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 Substitutes and “Or-Equals”

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
 2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

If the Bid Form or Specifications require (or if requested by Owner prior to the Notice of Award), the apparent successful Bidder and any other Bidder so requested, shall submit a list of all Subcontractors,

Suppliers, and other persons or organizations (including those who are to furnish the principal items of material and equipment) in accordance with requirements of the Instructions to Bidders and this Article 6.06B of the General Conditions.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

Owner or Engineer may furnish to any such Subcontractor, Supplier, or other individual or entity, to the extent practicable, evidence of amounts paid to Contractor in accordance with Contractor's Application for Payment.

- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, if applicable, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to

the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. [Paragraph intentionally left blank.]

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, liabilities, damages, losses, costs and expenses including but not limited to, reasonable costs, collection expenses, attorney's fees, fees and charges of engineers, architects, and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Owner when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by Owner in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the Owner as set forth in this article of the Contract Documents. Nothing in the Contract Documents shall be construed or interpreted as consent by the Owner to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.

6.08 Permits

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be

the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

6.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, liabilities, damages, losses, costs and expenses, including, but not limited to, reasonable costs, collection expenses, attorneys' fees, all fees and charges of engineers, architects, and other professionals and all court or arbitration or other dispute resolution costs arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance or non-performance of the Work (whether active or passive, joint, concurrent or contributing). Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Owner when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by Owner in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the Owner as set forth in this article of the Contract Documents. Nothing in the Contract Documents shall be construed or interpreted as consent by the Owner to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning*: Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site;
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction; and
 - 4. all other property, equipment, supplies, and materials owned by the Contractor or its subcontractors and located at or near the Site.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them) at no additional cost to the Owner or Engineer. The Owner may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property as described above.
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.
 - 1. *Shop Drawings:*
 - a. Submit number of copies specified in the General Requirements.

- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 - 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
 - 1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 - 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 - 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.
- D. *Engineer's Review:*
 - 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the

Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any acceptance by Owner or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by Owner.

6.20 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable costs, collection expenses, attorneys' fees, all fees and charges of engineers, architects, and other professionals and all court or arbitration or other dispute resolution costs, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefore but only to the extent caused because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the Contractor, its officers, agents or employees in the performance or non-performance of its obligations under the Contract Documents. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Owner when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by Owner in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the Owner as set forth in this article of the Contract Documents. Nothing in the Contract Documents shall be construed or interpreted as consent by the Owner to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.21 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefore as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners

and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 Replacement of Engineer

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 Pay When Due

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 Insurance

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 Inspections, Tests, and Approvals

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 Limitations on Owner's Responsibilities

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 Evidence of Financial Arrangements

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 Compliance with Safety Program

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Owner's Representative

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE (the "Listing"), as included in the Project Manual, if applicable, and as provided in Paragraph 9.09. If any conflicts exist between the Listing and Paragraph 9.09, the terms and conditions of the Listing shall govern. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as presented at the Pre-Construction Meeting.

9.04 Authorized Variations in Work

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 Rejecting Defective Work

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 Shop Drawings, Change Orders and Payments

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract

Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 Claims

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on

the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the

performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D, if applicable), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 - 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 - 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Contractor may not make a claim for additional expenses incurred as a result of a difference between final quantity of any item(s) of Unit Price Work and the estimated quantity of such item(s) in the Contract Documents, unless specifically allowed in the Bid Form. Any adjustments specifically allowed shall be made in accordance with directions in the Bid Form. Owner may make a claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if the Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of such decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to

Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give twenty-four hours' notice to Design Criteria Professional for all required inspections, tests, or approvals, except as otherwise provided, and shall cooperate with inspection and testing personnel to facilitate required inspections, tests or approvals.
- B. Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or

2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting there from.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting there from) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work (and, prior to Engineer's recommendation of final payment), Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to

comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefore as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

- A. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall

promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefore.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 Partial Utilization

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner,

Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;

- c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

- 1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

- 1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefore as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.

- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Owner, in its sole discretion, may choose not to terminate Contractor's services if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 15 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

- A. The Owner may terminate this contract for convenience upon providing Contractor fourteen (14) days written notice of the same. If this Contract is terminated as provided herein, the Contractor shall be paid for all completed and acceptable work executed and allowable expenses incurred prior to the date of termination. Payment shall include services actually performed in full prior to termination date, but shall exclude all lost profits, direct, indirect, consequential, special damages, or other damages for the remainder of the project.

If a court of competent jurisdiction finds that the Owner wrongfully terminated this Contract, then in such event, this Contract shall be deemed terminated for convenience as provided for in this Paragraph 15.03A., and the Contractor shall not be entitled to damages or loss of profits, but may be entitled to all items as authorized herein.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written

notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – [This paragraph intentionally left blank]

16.01 [This paragraph intentionally left blank].

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. 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; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law and Venue

- A. This Contract is to be governed by the laws of the State of Florida. The venue for any and all legal action necessary to enforce the Contract Documents will be in Palm Beach County, Florida.

17.06 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

17.07 Inspector General

- A. In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

17.08 Enforcement Costs

- A. If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

17.09 Waiver

- A. Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

17.10 Jury Trial

- A. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

17.11 Independent Contractor

- A. The Contractor is, and shall be, in the performance of all services under this Contract, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the services.

17.12 Access and Audits

- A. The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The Owner shall have access to such books, records, and documents as required in this section for the purpose of inspection

or audit during normal business hours, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

17.13 Time

- A. Time is of the essence in all respects under the Contract Documents.

17.14 Preparation

- A. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

17.15 Representation and Binding Authority

- A. Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the Owner that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the Contract Documents.

ARTICLE 18 - NO DAMAGES FOR DELAY

18.01 No Damages for Delay

- A. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner for direct, indirect, consequential, impact or other costs, expenses, or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided herein.

END OF SECTION

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect. The General Conditions may also be supplemented elsewhere in the Contract Documents.

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

PART 1 - MODIFICATIONS AND SUPPLEMENTS TO GENERAL CONDITIONS

1. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.02B. Limited Reliance by Contractor on Technical Data Authorized

[Insert the identification of any "technical data", if any, found in reports or drawings that may be relied upon by the Contractor.] NOT APPLICABLE.

SC-4.06B. Limited Reliance by Contractor on Technical Data Authorized

[Insert the identification of any "technical data", if any, found in reports or drawings that may be relied upon by the Contractor.] NOT APPLICABLE.

2. BONDS AND INSURANCE:

SC-5.01 Contractor's Bonds

The Contractor's Performance and Payment Bond shall also be in compliance with sec. 337.18(1), Fla. Stat.

SC-5.04 Contractor's Insurance

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

A. Workers' Compensation Insurance. Contractor shall secure Worker's Compensation, etc., under paragraphs 5.04.A.1 and A.2 of the General Conditions as follows:

- | | | |
|-----|--|------------------|
| (1) | State: | Statutory |
| (2) | Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.): | Statutory |
| (3) | Employer's Liability: | <u>See below</u> |

The coverage and the limits of liability for employer's liability are modified to read as follows:

\$3,000,000.00 each accident
\$1,000,000.00 each employee
\$1,000,000.00 policy limit for disease

Also, the following wording is added governing employer's liability for contractors that are not incorporated or lease employees: If the contractor is not an incorporated entity (i.e. sole proprietor/partnership), or Leases Employees (under the alternate employer laws of the State of Florida), the Owner shall require a minimum

premium policy meeting the aforementioned requirements even though not required by the Worker's Compensation Laws of the State of Florida. Unless and until Owner provides the Owner with proof of exemption and such forms and proof that the Owner deems appropriate.

B. Commercial General Liability Insurance. The contractor shall secure Commercial General Liability (under paragraphs 5.04.A.3 through A.6 of the General Conditions) (Occurrence Form Required) as follows:

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$6,000,000. Products and completed operations aggregate shall be \$6,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at a minimum \$100,000.

C. Automobile Liability Insurance. Contractor shall maintain automobile liability insurance with a limit of not less than \$3,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

D. Evidence of Insurance. Contractor shall furnish the Owner with Certificates of Insurance and certified copies of the required insurance policies. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Owner is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the Work, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the Owner before the commencement of any work activities.

E. Indemnification. Contractor understands and agrees that its compliance with any insurance requirements found in the Contract Documents shall not relieve the Contractor of its liability and obligation to defend, hold harmless and indemnify the Owner as set forth throughout the Contract Documents.

In addition to the other indemnifications set forth in the Contract Documents, the Contractor shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent or intentional act or occurrence of omission or commission of the Contractor, its officers, agents or employees. The Contractor agrees to include this indemnification in all contracts with its subcontractors.

F. Primary Insurance. The required insurance coverages shall be considered as primary insurance over and above any other insurance, or self-insurance, available to the Owner, and any other insurance or self-insurance available to the Owner shall be considered secondary to, or in excess of, the insurance coverages procured by the Contractor as required herein. Nothing herein shall be construed to extend the Owner's liability beyond that provided in section 768.28, Fla. Stat.

G. FDOT Required Insurance. The Contractor and any of its subcontractors shall carry and keep in force during the period of the FDOT Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the Work to be completed under the Contract Documents. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Contractor is required to provide insurance

coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2013), as amended.

3. CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:

A. SC-6.08 Permits

n/a

B. SC-12.1 Subcontractors

Contractor shall submit to Owner a list of all such Subcontractors proposed for the Work with its Sealed Bid.

- 4. ENGINEER.** The Owner's Engineer shall be City of South Bay employee, **Mohan Thampi, PE.**, the City's Engineer and Public Works Director. Contractor has no objection to the Engineer.

- 5. FDOT REQUIREMENTS.** The Owner secured funding for the Work through its Agreement with the State of Florida, Department of Transportation ("FDOT"), known as the "Economic Development Transportation Project Fund Agreement (Off System)" (the "FDOT Agreement"). Contractor agrees to be bound by and to adhere to all applicable requirements set forth in FDOT Standard Specifications, including, but not limited to, the following:

A. The Contractor shall begin the Work on or before the forty-fifth (45th) day following contract approval and shall be completed within six (6) months.

B. Any project funds made available by FDOT pursuant to the FDOT Agreement which are determined by FDOT to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Owner upon written request.

C. FDOT will consider the employment of unauthorized aliens by any contractor or subcontractor, as described in Section 274A(e) of the Immigration and Nationalization Act, cause for termination of the Contract Documents.

D. Contractor shall not discriminate against any employee employed in the performance of the Work, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin or sex. The Contractor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Contractor shall insert similar provisions in all contracts and subcontracts for the completion of the Work.

E. There shall be no reimbursement for travel expenses under the Contract Documents.

F. Contractor shall be required to comply with the audit and record keeping requirements set forth in section 18 of the FDOT Contract as if fully set forth herein.

G. The Contractor shall be required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor while the Contract Documents are in effect. The Contractor shall require that all of its subcontractors also use the E-Verify system as required herein.

H. Any other requirement set forth in the FDOT Agreement that applies or may be applied to the Owner's contractors and subcontractors.

- 6. F.O.B. POINT.** The F.O.B. point shall be destination. Contractor shall retain title and assume all transportation charges, responsibility, liability and risk in transit and shall be responsible for the filing of claims for loss or damages.

- 7. SC-6.19 WARRANTY; GUARANTEE.** Contractor shall be required to warranty all materials and parts supplied for a minimum of one (1) year from the date the Work is completed and to guarantee work performed for a minimum of one (1) year from the date the Work is completed.

PART 2 - ADDITIONAL SUPPLEMENTARY CONDITIONS

1. ATTACHMENTS:

The following forms included in the Project Manual shall be used by Contractor for submittals required by the Contract Documents (unless Owner accepts other form):

- a. Construction Payment and Performance Bond.
- b. Contractor's Affidavit to Owner.

MISCELLANEOUS

1. When the Contractor herein receives payment from the Owner for labor, services or materials furnished by subcontractor and suppliers hired by the Contractor, the Contractor shall remit payment due those parties within Ten (10) days after receipt of payment from the Owner, unless otherwise provided for by Florida Law.

2. The parties hereto agree to develop a list of uncompleted items which shall be known as the "Punch List", which shall be those items that are required to be completed by the Contractor within thirty (30) days after the date set for Substantial Completion in the Contract Documents. If the Project herein is a phased project the parties agree to develop such Punch List for each phase based upon the date(s) set for substantial completion of each phase within the time set forth above.

The Owner shall provide the Contractor with a list of Punch List items developed by either, the Owner and/or Engineer. The Contractor agrees to the Punch List developed herein and this process. Regardless of the foregoing, nothing herein shall alter the responsibility of the Contractor to complete all construction services, materials and items contracted herein by the Owner. The Owner shall have the right, but not the obligation, to withhold the Owners, and/or Engineers estimated cost of completion for such items on the Punch List referenced above. The Contractor, by execution of this Contract, agree to the same. Regardless of any provision to the contrary, the Owner may withhold from each of the Contractor's pay requests an amount not to exceed Ten 10% of the payment as retainage until 50% of completion of the Work/Contract as determined by either the Owner or Engineer. The Contractor by execution of this Agreement hereby agree to the same. After 50% completion of the Contract as determined herein the Owner agrees to reduce the retainage to five (5) % of each draw schedule/pay request of the Contractor. Regardless of the foregoing, nothing herein shall require the Owner to reduce retainage to the Contractor if the Owner has determined that the Contractor is in default or if the Owner or Engineer reasonably believes that the retainage and/or future payments to the Contractor will not be enough for the Owner to complete the Work/Project or cover its damages as a result of the Contractor's breach or default or for any other reason, or there is a good faith dispute by Owner against the Contractor and/or its bonding company.

Regardless of the foregoing, the requirements herein do not apply to contracts less than \$200,000.00 in value.

3. Deductions of Work – The Owner reserves the right to remove any items from the scope of work in the Contract Documents by the deductive change order. Such deduction shall be determined by the Engineer using the Contractor's Schedule of Values. The deductions, if any, shall not be considered a cardinal change to the contract. The parties hereto recognize that the Owner has materially relied on this provision in entering into contract with Contractor. Such value deduction shall be conclusive as it relates to utilizing the Contractor's Schedule of Values.

4. Prior to any payment being made herein the Contractor shall provide all partial release of liens determined by the Owner.

END OF SECTION

CONFLICT OF INTEREST STATEMENT

This Invitation To Bid 2024-06 is subject to the conflict of interest provisions of the policies and Code of Ordinances of the CITY OF SOUTH BAY, the Palm Beach County Code of Ethics, and the Florida Statutes. The Bidder shall disclose to the CITY OF SOUTH BAY any possible conflicts of interests. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the CITY OF SOUTH BAY.

CHECK ALL THAT APPLY.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid due to any other clients, contracts, or property interests.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in the policies and Code of Ordinances of the City of South Bay, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

COMPANY OR INDIVIDUAL NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE, IF A COMPANY

SCOPE OF WORK

1.0 PROJECT LOCATION

This Project is located in the City of South Bay, Palm Beach County Florida. Specifically the project is named “**NW 10th Avenue Road & Water Main Replacement Improvements from MLK Boulevard to NW 2nd Street , ITB 2024-06**”

2.0 SCOPE OF WORK

A. Scope of Work:

1. This Project has two components, where the first is a City of South Bay road reconstruction project grant partly funded by FDOT, and the second is a water mains system replacement project funded by Palm Beach County Water Utilities Department (PBCWUD) that will include, but not limited to the following:
 - a) **Project (1):** The “**ITB 2024-06 NW 10th Avenue Road Improvements from MLK Boulevard to NW 2nd Street**” is a project funded under **FDOT FPID No. 448101-1-54-01**. The road, driveways, curbs and sidewalks will be entirely reconstructed. Existing road base will remain and be reinforced with a new geogrid, then new asphalt will be laid with new signing and markings. Existing sidewalk and driveways within the right-of-way will be replaced with ADA compliant sidewalks and postboxes replaced. The stormwater inlets will be adjusted to match reconstructed profile and the drainage pipes desilted. This road project construction designated Project (1) will be conducted after completion of Project (2) where the water main system is replaced and made operational as described in following paragraph. Road and sidewalk areas removed for water main system replacement will be replaced with the reconstruction components of the road project
 - b) **Project (2):** The “**ITB 2024-06 NW 10th Avenue Water Main Replacement from MLK Boulevard to NW 2nd Street**” is a partnership project which is funded by Palm Beach County Water Utilities Department (PBCWUD) under **PBCWUD Project No. 21-068**. New water system will include new water distribution pipes and service lines. The existing water main lines will be primarily abandoned in place with excavatable flowable fill or removed with services wherever indicated in the water plans. The water mains system and services replacement project will be completed first and then followed by the road reconstruction. This approach avoids duplicating the cost and effort to replace the road asphalt, concrete curb and sidewalks removed by the water mains system replacement. PBCWUD has entered a joint partnership agreement with City of South Bay to construct the water main replacement system together with the road project. No sewer replacement is included in this project as the sewer lines were rehabilitated previously, however, sanitary sewer manholes will be adjusted to the new road profile.

B. Plans and Specifications:

PLANS & SPECIFICATIONS for “NW 10th Avenue Road & Water Main Replacement Improvements from MLK Boulevard to NW 2nd Street, ITB 2024-06”

1. See Technical Specifications “Volumes 1 – Road Project 1” and “Volume 2 – Water Main Replacement Project 2” for each part of entire project. The awarded bidder shall provide a Pre-Construction Video during Mobilization.
2. See Plans for Project 1 (Road) and Project 2 (Water).

(See City Web Site <https://www.southbaycity.com/bids> to download Plan Drawings and Technical Specifications)

D. Bid Form Schedule:

BID FORM SCHEDULE for “NW 10th Avenue Road & Water Main Replacement Improvements from MLK Boulevard to NW 2nd Street, ITB 2024-06”

(Attached. Also See City Web Site <https://www.southbaycity.com/bids> to download Bid Form Schedule)

BID PROPOSAL CHECKLIST

Please submit your proposal in this order

- YES___ NO___ 1. Bid submittal – one (1) original and two (2) complete copies
- YES___ NO___ 2. Bid Form signed by authorized representative
- YES___ NO___ 3. Acknowledgment of addendums
- YES___ NO___ 4. Bid Bond/Security or Cashier's Check
- YES___ NO___ 5. Schedule of Value
- YES___ NO___ 6. Schedule of Subcontractor/Supplies
- YES___ NO___ 7. Schedule of Equipment and Materials
- YES___ NO___ 8. Sworn Statement under Section 287.133(3) (a)
- YES___ NO___ 9. Drug Free Workplace
- YES___ NO___ 10. Trench Safety Affidavit
- YES___ NO___ 11. Questionnaire
- YES___ NO___ 12. References
- YES___ NO___ 13. Insurance Certificates
- YES___ NO___ 14. Copy of Appropriate Licenses
- YES___ NO___ 15. Conflict of Interest Form

BID FORM SCHEDULE (Addendum No. 2 revised 12/06/2024)

PROJECT: ITB 2024-06 NW 10th Avenue from MLK Blvd. to NW 2nd St. Road & Water Main Replacement Improvements, City of South Bay, Florida

Item	Pay Item Number	Description	Unit	Quantity	Unit Price	Total Amount
Project (1) : NW 10th Avenue From MLK Blvd. to NW 2nd Street Road Reconstruction PAY ITEMS						
1	101-1	MOBILIZATION (Road Improvements)	LS	1	\$67,944.34	\$67,944.34
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	\$10,125.23	\$10,125.23
3	104-10-3	SEDIMENT BARRIER	LF	2030	\$4.84	\$9,825.20
4	104-18	INLET PROTECTION	EA	9	\$404.45	\$3,640.05
5	107-1	UTTER REMOVAL	AC	0.80	\$4,620.89	\$3,696.71
6	107-2	MOWING	AC	0.80	\$6,931.34	\$5,545.07
7	110-1-1	CLEARING AND GRUBBING	LS/AC	1	\$187,321.33	\$187,321.33
8	110-7-1	MAILBOX, F&I SINGLE	EA	10	\$843.49	\$8,434.90
9	145-2	GEOSYNTHETIC REINFORCED FOUNDATION OVER SOFT SOIL (GEOGRID)	SY	9370	\$3.65	\$34,200.50
10	162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	SY	965	\$23.82	\$22,986.30
11	285-70-9	OPTIONAL BASE GROUP 09	SY	4763	\$49.88	\$237,578.44
12	334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	505	\$365.61	\$184,633.05
13	425-5	STORM SEWER MANHOLE, ADJUST	EA	2	\$1,184.46	\$2,368.92
14	425-1-205	CURB INLET, TYPE 9, PARTIAL CAST IRON TOP INLET AND GRATE	EA	9	\$6,727.70	\$60,549.30
15	430-94-1	DESILT PIPE, 0-24"	LF	1186	\$4.14	\$4,910.04
16	430-174-118	PIPE CULVERT OPTIONAL MATERIAL, ROUND 12" SD	LF	53	\$88.47	\$4,688.91
17	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	2694	\$67.43	\$181,656.42
18	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1254	\$101.27	\$126,992.58
19	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	735	\$120.28	\$88,405.80
20	527-2	DETECTABLE WARNINGS	SF	95	\$72.92	\$6,927.40
21	550-10-120	FENCING, TYPE A, 0.0-6.0", STANDARD	LF	91	\$44.28	\$4,029.48
22	550-60-133	FENCE GATE, TYPE A, SLIDING/CANTILEVER, 12.1-18" OPENING	EA	1	\$1,417.07	\$1,417.07
23	570-1-2	PERFORMANCE TURF, SOD	SY	1119	\$14.27	\$15,968.13
24	700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	8	\$149.86	\$1,198.88
25	700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	13	\$190.21	\$2,472.73
26	700-1-60	SINGLE POST SIGN, REMOVE	EA	13	\$211.54	\$2,750.02
27	706-1-3	RAISED PAVEMENT MARKERS, TYPE B	EA	53	\$46.11	\$2,443.83
28	710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$15,738.15	\$15,738.15
29	711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	529	\$23.05	\$12,193.45
30	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID 24"	LF	83	\$37.47	\$3,110.01
31	711-15-101	THERMOPLASTIC, STANDARD-OP, WHITE, SOLID, 6"	GM	0.55	\$8,991.70	\$4,945.44
32	711-15-201	THERMOPLASTIC, STANDARD-OP, YELLOW, SOLID 6"	GM	0.09	\$8,991.70	\$809.25
33	711-15-231	THERMOPLASTIC, STANDARD-OP, YELLOW, SKIP 6"	GM	0.21	\$8,991.70	\$1,888.26
34		SPEED HUMPS	EA	2	\$2,193.27	\$4,386.54
Project (1): NW 10th Avenue From MLK Blvd. to NW 2nd Street Road Improvements SUBTOTAL						\$1,325,781.73
Project (2): NW 10th Avenue PBCWUD Water Main Replacement From MLK Blvd. to NW 2nd Street						
35	WUD-1	MOBILIZATION (Water)	LS	1	\$24,164.98	\$24,164.98
36	WUD-2	BONDS AND INSURANCE (Water)	LS	1	\$8,277.27	\$8,277.27
37	WUD-3	RECORD DRAWINGS	LS	1	\$15,726.81	\$15,726.81
38	WUD-4	MAINTENANCE OF TRAFFIC (Water)	LS	1	\$5,062.62	\$5,062.62
39	WUD-5	FURNISH AND INSTALL NEW WATER SERVICE TO EXISTING METERS	EA	12	\$4,299.17	\$51,590.04
40	WUD-6	FURNISH AND INSTALL NEW WATER SERVICE PIPE & WATER METER WITH BOX (SINGLE)	EA	3	\$5,557.71	\$16,673.13
41	WUD-7	FURNISH AND INSTALL NEW WATER SERVICE PIPE & WATER METER WITH BOX (DUAL)	EA	10	\$6,312.29	\$63,122.90
42	WUD-8	FURNISH AND INSTALL NEW WATER SERVICE PIPE & WATER METER WITH BOX (MULTIPLE)	EA	1	\$6,918.09	\$6,918.09
43	WUD-9	FURNISH AND INSTALL 6" DUCTILE IRON WM	LF	200	\$120.20	\$24,040.00
44	WUD-10	FURNISH AND INSTALL 8" DUCTILE IRON WM	LF	1350	\$125.03	\$168,790.50
45	WUD-11	FURNISH AND INSTALL 8" GATE VALVE & VALVE BOX	EA	9	\$4,858.03	\$43,722.27
46	WUD-12	FURNISH AND INSTALL 8" GATE VALVE & VALVE BOX	EA	9	\$6,115.67	\$55,041.03
47	WUD-13	FIRE HYDRANT ASSEMBLY WITH CAPTIVATOR CAPS, 6" GATE VALVE & ANCHOR TEE ASSEMBLY & 10-FT OF 6"R.J. DIP	EA	2	\$12,795.37	\$25,590.74
48	WUD-14	6" SINGLE UNESTOP (FOR PVC/DIP/CIP/AIC)	EA	3	\$9,634.74	\$28,904.22
49	WUD-15	CONNECT TO EXISTING WATER MAIN (JOIN TO RESTRAINT FOR EXISTING PIPE TO BE INCLUDED)	EA	5	\$4,492.80	\$22,464.00
50	WUD-16	SAMPLE POINT OF FIRE HYDRANT	EA	2	\$279.81	\$559.62
51	WUD-17	SAMPLE POINT WITH DOUBLE STRAP SADDLE & CORPORATION STOP	EA	2	\$1,586.26	\$3,172.52
52	WUD-18	ABANDON UTILITIES IN PLACE	LF	1300	\$12.90	\$16,770.00
53	WUD-19	REMOVE EXISTING WATER MAIN	LS	1	\$16,170.52	\$16,170.52
54	WUD-20	ADDITIONAL DUCTILE IRON FITTING AND ACCESSORIES FOR SEWER LATERAL CONDUITS	TN	1	\$62,758.02	\$62,758.02
55	WUD-21	GRAVITY SEWER MANHOLE ADJUSTMENT, FRAME, COVER & INFLOW PROTECTOR	EA	5	\$1,063.50	\$5,317.50
56	WUD-22	REPLACEMENT OF DEFECTIVE SANITARY SEWER LATERALS	EA	16	\$2,265.68	\$36,250.88
57	WUD-23	CLEANOUT RELOCATION/INSTALLTION	EA	4	\$1,361.08	\$5,444.32
58	WUD-24	REMOVAL OF UNSUITABLE MATERIAL BELOW PIPE BEDDING AND REPLACEMENT WITH CLEAN FILL	CY	350	\$77.19	\$27,016.50
59	WUD-25	24" THICK ROAD BASE	SY	500	\$64.61	\$32,305.00
60	WUD-26	TEMPORARY ASPHALT SURFACE	SY	500	\$30.37	\$15,185.00
61	WUD-27	SOD REPLACEMENT AND RESTORATION	LS	1	\$4,519.09	\$4,519.09
Project (2): NW 10th Avenue PBCWUD Water Main Replacement From MLK Blvd. to NW 2nd Street SUBTOTAL						\$785,557.57
BID TOTAL AMOUNT (Project (1) + Project (2) Subtotals)						\$2,111,339.30

NOTE: Pay Item Numbers for Road Project when shown follows FDOT Classification and Related Specification

WRITTEN BID TOTAL AMOUNT: Two million, one hundred eleven thousand, three hundred thirty-nine dollars and thirty cents

Paul M. Shubert



BID FORM

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

ONE (1) ORIGINAL AND TWO (2) COPIES OF BID FORM MUST BE SUBMITTED

PROJECT: "NW 10th Avenue Road & Water Main Replacement Improvements from MLK
Boulevard to NW 2nd Street, ITB 2024-06"

DATE: 12/12/2024

BIDDER: Huurr Homes, LLC

THIS BID IS SUBMITTED TO:

City of South Bay
Clerk's Office
335 SW 2nd Ave
South Bay, FL 33493

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER 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 Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the posting of the recommended award. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date <u>12/02/2024</u>	Addenda Number <u>1</u>
Date <u>12/06/2024</u>	Addenda Number <u>2</u>
Date _____	Addenda Number _____

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality, and all local conditions, Laws, and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

(c) BIDDER is not requesting any additional examinations, investigations, explorations, tests, reports or similar information or data ("Additional Data") regarding the condition of the Work sites or the Work to be done under the Contract Documents.

(d) BIDDER has correlated the results of all its observations, examinations, investigations, explorations, tests, reports, and studies, if any, with the terms and conditions of the Contract Documents.



CITY OF SOUTH BAY, FL

ITB 2024-06

**NW 10th Avenue Road and Water Main
Replacement Improvements from MLK
Boulevard to NW 2nd Street**

ADDENDUM No. 1

ISSUED DECEMBER 2, 2024

The following revisions or clarification are made in response to questions on the bid documents received by the City and also questions raised at the November 20, 2024 mandatory pre-bid meeting held at 10:00AM at South Bay City Hall. Copy of attendees is attached.

1) Question: What is the project construction estimate?

Answer: The Road Project 1 is estimated at \$1,150,000 and Water Project 2 is estimated at \$965,050 for a estimate total of \$2,115,050.

2) Question: Can we use PVC instead of DIP pipe?

Answer: No. The Palm Beach County Water Utility Standard is to use DIP pipe for water mains as indicated in the plan and specifications.

3) Question: Clarify the different types of restraint joint pipe contractor can use to bid?

Answer: Answer: If push on bell-end pipe is supplied , use EBAA joint harness type restraints. If mechanical joint pipe use EBAA Megalug type joint restraints.

4) Question: Require clarification on the pipe work scope in installation quantities?

Answer: The following explanations are provided for following bid items also described in Water Technical Specification Section 01 29 00 Measurement and Payment:

- a) REMOVAL OF UNSUITABLE MATERIALS:** The LF line item for pipeline installation (Bid Items WUD -9 and WUD- 10) includes the removal of unsuitable materials or unsuitable soils and placement of imported trench fill material as required in trench details to a minimum of 6-inches below pipeline. The separate Removal of Unsuitable Material Bid Item WUD-23 is for the excavation, removal, and replacement of unsuitable material below the minimum of 6-inches that is covered in the LF pipeline installation Bid items. Extended excavation shall be at least 2' deeper for foundation unless suitable material is found at a lesser depth (between 6-inch and 2-ft below the pipeline).
- b) FITTINGS FOR PROPOSED PIPING:** The LF pipeline installation Bid Items WUD-9 and WUD-10 include fittings and required mechanical restraints.
- c) RESTRAINTS FOR PROPOSED PIPING:** All WM piping is stated as being fully restrained as per specifications. The LF pipeline installation Bid Items WUD-9 and WUD-10 include furnishing and installation of all piping, fittings, and restraints.
- d) RESTRAINTS FOR EXISTING PIPING:** The bid item WUD-15 for Connection to Existing Water Main includes and requires the Contractor to provide and install restraints on the existing piping. Minimum Lengths to be restrained shall be dictated by PBCWUD Standard Detail 34W.
- e) GEOTEXTILE:** A geotextile is required in each pipe trench and is included in the LF pipeline installation Bid Items WUD-9 and WUD-10.

5) Question: What is the contract schedule?

Answer: Substantial Completion is 300 days and Final Completion is 330 days as indicated in the Instruction To Bidders 2024-06. No request has been for adding more time because of delivery schedules.

Attachment(1): Copy of attendees sign-up sheet at pre-bid meeting at City Hall at 10:00AM on November 20, 2024.



CITY OF SOUTH BAY, FL

ITB 2024-06

NW 10th Avenue Road and Water Main
Replacement Improvements from MLK
Boulevard to NW 2nd Street

ADDENDUM No. 2

ISSUED DECEMBER 6, 2024

The following revisions or clarification are made in response to questions on the bid documents received by the City since Addendum No. 1 was issued on December 2, 2024.

1) **Question:** What is the bid opening date as the DemandStar website indicates December 9th whereas the ITB 2024-06 indicates Thursday, December 12, 2024, though the legal notice indicates Friday instead of Thursday?

Answer: The correct bid opening date is 10:00AM on Thursday, December 12, 2024 at City Hall.

2) **Question:** Pay Item Number 162-1-11 for "PREPARED SOIL LAYER, FINISH SOIL LAYER, 6'", indicates 0.03 SY which seems too low?

Answer: This was a typo as it was supposed to be in AC. The bid form has been revised to show the correct quantity to bid as 965 SY (square yards).

3) **Question:** Unable to locate Pay Item Number 550-12-110 for "FENCING, TYPE A, 0.0-6.0', STANDARD".

Answer: The correct pay item number is 550-10-120 per FDOT. See revised Bid Form dated 12-6-2024 to use to submit bid.

4) Mowing Pay Item 107-2 quantity has been changed to 0.80 AC (acre) in revised Bid Form dated 12-6-2024 to use to submit bid.

5) Revised Road Project (1) Sheets 1 and 2 reflecting quantity changed plan sheets as described above.

**Attachments: 1) Revised Bid Form per Addendum #2 dated 12-6-2024.
2) Revised Road Project (1) Sheets 1 and 2.**

BID FORM SCHEDULE (Addendum No. 2 revised 12/06/2024)

PROJECT: ITB 2024-06 NW 10th Avenue from MLK Blvd. to NW 2nd St. Road & Water Main Replacement Improvements, City of South Bay, Florida

Item	Pay Item Number	Description	Unit	Quantity	Unit Price	Total Amount
Project (1) : NW 10th Avenue From MLK Blvd. to NW 2nd Street Road Reconstruction PAY ITEMS						
1	101-1	MOBILIZATION (Road Improvements)	LS	1	\$	\$
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	\$	\$
3	104-10-3	SEDIMENT BARRIER	LF	2030	\$	\$
4	104-18	INLET PROTECTION	EA	9	\$	\$
5	107-1	LITTER REMOVAL	AC	0.80	\$	\$
6	107-2	MOWING	AC	0.80	\$	\$
7	110-1-1	CLEARING AND GRUBBING	LS/AC	1	\$	\$
8	110-7-1	MAILBOX, F&I SINGLE	EA	10	\$	\$
9	145-2	GEOSYNTHETIC REINFORCED FOUNDATION OVER SOFT SOIL (GEOGRID)	SY	9370	\$	\$
10	162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	SY	965	\$	\$
11	285-70-9	OPTIONAL BASE GROUP 09	SY	4763	\$	\$
12	334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	505	\$	\$
13	425-5	STORM SEWER MANHOLE, ADJUST	EA	2	\$	\$
14	425-1-205	CURB INLET, TYPE 9, PARTIAL CAST IRON TOP INLET AND GRATE	EA	9	\$	\$
15	430-94-1	DESILT PIPE, 0-24"	LF	1186	\$	\$
16	430-174-118	PIPE CULVERT OPTIONAL MATERIAL, ROUND 12" SD	LF	53	\$	\$
17	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	2694	\$	\$
18	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1254	\$	\$
19	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	735	\$	\$
20	527-2	DETECTABLE WARNINGS	SF	95	\$	\$
21	550-10-120	FENCING, TYPE A, 0.0-6.0', STANDARD	LF	91	\$	\$
22	550-60-133	FENCE GATE, TYPE A, SLIDING/CANTILEVER, 12.1-18' OPENING	EA	1	\$	\$
23	570-1-2	PERFORMANCE TURF, SOD	SY	1119	\$	\$
24	700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	8	\$	\$
25	700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	13	\$	\$
26	700-1-60	SINGLE POST SIGN, REMOVE	EA	13	\$	\$
27	706-1-3	RAISED PAVEMENT MARKERS, TYPE B	EA	53	\$	\$
28	710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$	\$
29	711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	529	\$	\$
30	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID 24"	LF	83	\$	\$
31	711-15-101	THERMOPLASTIC, STANDARD-OP, WHITE, SOLID, 6"	GM	0.55	\$	\$
32	711-15-201	THERMOPLASTIC, STANDARD-OP, YELLOW, SOLID 6"	GM	0.09	\$	\$
33	711-15-231	THERMOPLASTIC, STANDARD-OP, YELLOW, SKIP 6"	GM	0.21	\$	\$
34		SPEED HUMPS	EA	2	\$	\$
Project (1): NW 10th Avenue From MLK Blvd. to NW 2nd Street Road Improvements SUBTOTAL						\$
Project (2): NW 10th Avenue PBCWUD Water Main Replacement From MLK Blvd. to NW 2nd Street						
35	WUD-1	MOBILIZATION (Water)	LS	1	\$	\$
36	WUD-2	BONDS AND INSURANCE (Water)	LS	1	\$	\$
37	WUD-3	RECORD DRAWINGS	LS	1	\$	\$
38	WUD-4	MAINTENANCE OF TRAFFIC (Water)	LS	1	\$	\$
39	WUD-5	FURNISH AND INSTALL NEW WATER SERVICE TO EXISTING METERS	EA	12	\$	\$
40	WUD-6	FURNISH AND INSTALL NEW WATER SERVICE PIPE & WATER METER WITH BOX (SINGLE)	EA	3	\$	\$
41	WUD-7	FURNISH AND INSTALL NEW WATER SERVICE PIPE & WATER METER WITH BOX (DUAL)	EA	10	\$	\$
42	WUD-8	FURNISH AND INSTALL NEW WATER SERVICE PIPE & WATER METER WITH BOX (MULTIPLE)	EA	1	\$	\$
43	WUD-9	FURNISH AND INSTALL 6" DUCTILE IRON WM	LF	200	\$	\$
44	WUD-10	FURNISH AND INSTALL 8" DUCTILE IRON WM	LF	1350	\$	\$
45	WUD-11	FURNISH AND INSTALL 6" GATE VALVE & VALVE BOX	EA	9	\$	\$
46	WUD-12	FURNISH AND INSTALL 8" GATE VALVE & VALVE BOX	EA	9	\$	\$
47	WUD-13	FIRE HYDRANT ASSEMBLY WITH CAPTIVATOR CAPS, 6" GATE VALVE & ANCHOR TEE ASSEMBLY & 10-FT OF 6"R.J. DIP	EA	2	\$	\$
48	WUD-14	6" SINGLE LINESTOP (FOR PVC/DIP/CIP/AIC)	EA	3	\$	\$
49	WUD-15	CONNECT TO EXISTING WATER MAIN (JOIN TO RESTRAINT FOR EXISTING PIPE TO BE INCLUDED)	EA	5	\$	\$
50	WUD-16	SAMPLE POINT OF FIRE HYDRANT	EA	2	\$	\$
51	WUD-17	SAMPLE POINT WITH DOUBLE STRAP SADDLE & CORPORATION STOP	EA	2	\$	\$
52	WUD-18	ABANDON UTILITIES IN PLACE	LF	1300	\$	\$
53	WUD-19	REMOVE EXISTING WATER MAIN	LS	1	\$	\$
54	WUD-20	ADDITIONAL DUCTILE IRON FITTING AND ACCESSORIES FOR SEWER LATERAL CONFLICTS	TN	1	\$	\$
55	WUD-21	GRAVITY SEWER MANHOLE ADJUSTMENT, FRAME, COVER & INFLOW PROTECTOR	EA	5	\$	\$
56	WUD-22	REPLACEMENT OF DEFECTIVE SANITARY SEWER LATERALS	EA	16	\$	\$
57	WUD-23	CLEANOUT RELOCATION/INSTALLTION	EA	4	\$	\$
58	WUD-24	REMOVAL OF UNSUITABLE MATERIAL BELOW PIPE BEDDING AND REPLACEMENT WITH CLEAN FILL	CY	350	\$	\$
59	WUD-25	24" THICK ROAD BASE	SY	500	\$	\$
60	WUD-26	TEMPORARY ASPHALT SURFACE	SY	500	\$	\$
61	WUD-27	SOD REPLACEMENT AND RESTORATION	LS	1	\$	\$
Project (2): NW 10th Avenue PBCWUD Water Main Replacement From MLK Blvd. to NW 2nd Street SUBTOTAL						\$
BID TOTAL AMOUNT { Project (1) + Project (2) Subtotals}						\$

NOTE: Pay Item Numbers for Road Project when shown follows FDOT Classification and Related Specification

WRITTEN BID TOTAL AMOUNT: _____

CONTRACT PLANS COMPONENTS

PBCWUD UTILITY PLANS (PROJECT 2)

INDEX OF ROADWAY PLANS

SHEET NO. SHEET DESCRIPTION

1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3	MISCELLANEOUS DETAILS
4 - 10	MISCELLANEOUS DETAILS
11	SUMMARY OF DRIVEWAYS
12 - 15	GENERAL NOTES
16 - 20	ROADWAY PLAN
21 - 22	ROADWAY PROFILE
23 - 25	CROSS SECTION
26 - 32	STORMWATER POLLUTION PREVENTION PLAN
33 - 36	TEMPORARY TRAFFIC CONTROL PLANS
37	TABULATION OF QUANTITIES SIGNING AND PAVEMENT MARKINGS
38	GENERAL NOTES SIGNING AND PAVEMENT MARKINGS
39 - 43	SIGNING AND PAVEMENT MARKING PLAN
44 - 45	SIGNING DETAILS
GR - 1	REPORT OF CORE BORINGS

CITY COMMISSIONERS

MAYOR
JOE KYLES
VICE-MAYOR
TARANZA MCKELVIN
CITY COMMISSIONER
ESTHER BERRY
CITY COMMISSIONER
ALBERT POLK
CITY COMMISSIONER
BARBARA KING
CITY MANAGER
LEONDRAE D. CAMEL

GOVERNING DESIGN STANDARDS:

Florida Department of Transportation (FDOT), Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Green Book) 2018 Edition.

Florida Department of Transportation, FY2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs)

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

2023 Standard Specifications for Road and Bridge Construction, as amended by Contract Documents.

CITY OF SOUTH BAY

CONTRACT PLANS

**NW 10TH AVENUE FROM MLK BLVD TO NW 2ND STREET
ROAD RECONSTRUCTION**

PALM BEACH COUNTY

PROJECT (1) OF (2)

FINANCIAL PROJECT ID 448101-1-54-01

BID NO. 2024-06

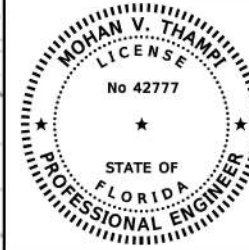
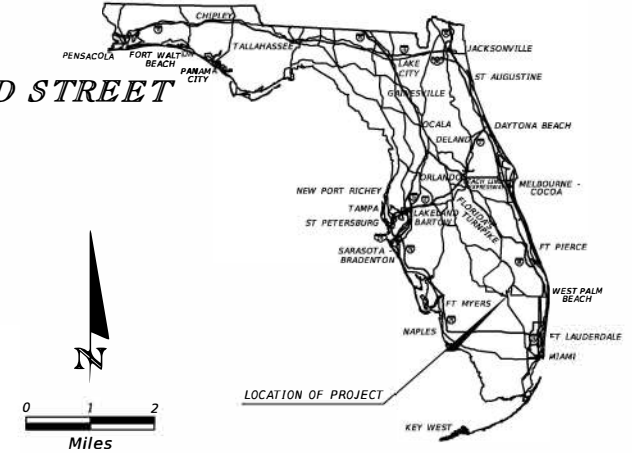
END PROJECT
@ NW 2ND STREET
STA 43+65.92

BEGIN PROJECT
@ NW 10TH AVE
STA 30+17.25



PLAN SET (1) OF (2)

PREPARED FOR
CITY OF SOUTH BAY
335 SW 2ND AVE
FL, 33493



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
MOHAN V. THAMPI, P.E. ON THE DATE ADJACENT TO THE SEAL.

**Mohan V
Thampi**

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

BID PLAN SET

12/06/2024

SHOP DRAWINGS TO BE
SUBMITTED TO:

CAP ENGINEERING, INC.
343 ALMERIA AVENUE
CORAL GABLES FL 33134
PHONE (305) 448-1712
MOHAN V. THAMPI, P.E.

ROADWAY PLANS
ENGINEER OF RECORD:

MOHAN V. THAMPI, P.E.
P.E. NO.: 42777
CAP ENGINEERING, INC.
343 ALMERIA AVENUE
CORAL GABLES FL 33134
PHONE (305) 448-1712
REGISTRY NO. 27051

FISCAL YEAR	SHEET NO.
23	1

NOT FOR CONSTRUCTION
FOR BIDDING PURPOSE ONLY

BID BOND

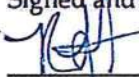
KNOW ALL MEN BY THESE PRESENTS, that we, Huurr Homes, LLC
As Principal, hereinafter called the
Principal, and Atlantic Specialty Insurance Company
a corporation duly organized under the laws of the
State of New York, as Surety, are held and firmly bound unto the City of South Bay, as Oblige,
hereinafter called the Obligee, in the sum of Ten Percent Of The Bid Amount
for the payment of which sum well and truly to be made, the said
Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally; firmly by these presents.

WHEREAS, the Principal has submitted a bid for the construction of the

**"NW 10th Avenue Road & Water Main Replacement Improvements
from MLK Boulevard to NW 2nd Street, ITB 2024-06"**

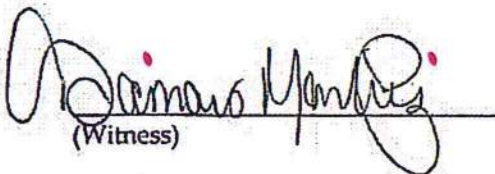
NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a
Contract with the Obligee in accordance with the terms of such Bid, and give such bond or bonds as may be
specified in the bidding or contract documents with good and sufficient surety for the faithful performance of
such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the
event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay
to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligee may in good faith contract with another party to perform the work covered
by said bond, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of December, 2024

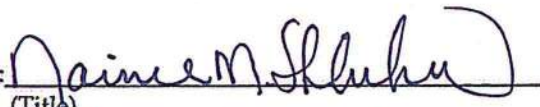

(Witness)

Huurr Homes LLC
(Principal)

(SEAL)


(Witness)

(SEAL)

BY: 
(Title)

Atlantic Specialty Insurance Company
(Surety)

BY: 
(Attorney in Fact) Bonnie Robbins

(e) BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

(f) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization 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 OWNER. BIDDER has not divulged or discussed its Bid with other Bidders.

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides below.
5. BIDDER declares it understands that the measurements included in the list of "Roadways to be Resurfaced" are approximate only and not guaranteed and are subject to either increase or decrease; BIDDER further declares that it has confirmed the measurements and that should the measurements of any of the roadways included in the Work be increased, the BIDDER agrees to do the additional Work at the lump sum prices set out herein. BIDDER shall make no claims for anticipated profits for any decrease in the measurements or number of roadways to be included in the Work.
6. The BIDDER further declares that it understands the OWNER may elect to complete only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the prices quoted herein.
7. BIDDER agrees that the Work:

**"NW 10th Avenue Road & Water Main Replacement Improvements from MLK
Boulevard to NW 2nd Street, ITB 2024-06"**

will be substantially completed within **300 calendar days** after the day when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment within **330 calendar days** after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

8. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid security in the form of Bid Bond.
- (b) Schedule of Values.
- (c) List other documents as pertinent.

9. Written communications concerning this Bid shall be faxed to:

Name: Leondrae Camel, City Manager
Fax: (561) 996-7950

10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

11. BIDDER'S Florida Contractor's License No. CGC1522158

12. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER'S qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.
13. BIDDER represents that it is financially solvent and sufficiently experienced and competent to provide all goods and services required under this ITB, and that all information provided in the Bid is true and correct in all respects.
14. If returning a "NO BID", please explain why: _____

Attach completed **SCHEDULE OF BID ITEMS** (See City Web Site for Download of BID FORM SCHEDULE of BID Items. Also attached to last page of this ITB)

If BIDDER is

An Individual

Name _____ (SEAL)

Signature: _____

Doing business as _____

Business Address: _____

Phone Number: _____ Fax Number _____

A Partnership

Firm's Name _____ (SEAL)

General Partner Signature: _____

Business Address: _____

Phone Number: _____ Fax Number _____

A Corporation

Corporation's Name Huurr Homes, LLC (SEAL)

State of Incorporation Florida

Authorized Person: Jaime M. Shlimbaum

Title: CEO / Owner

Signature: Jaime M. Shlimbaum

Attest: _____ (Secretary)

Signature: _____

Business Address: 2705 Burris Road, Unit 4A, Davie, FL 33314

Phone Number: (954) 270-1121 Fax Number N/A



SCHEDULE OF SUBCONTRACTORS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

<u>Discipline</u>	<u>Subcontractor</u>	<u>Address City, ST Zip</u>	<u>License Number</u>
Line Stop	Rangeline Tapping Services	7256 Westport Pl, West Palm Beach, FL 33413	CUC057091
Striping	Precise Stripes LLC	2071 SW 70th Ave, Suite G4, Davie, FL 3317	FEIN: 90-0483659

SCHEDULE OF EQUIPMENT AND MATERIALS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Item	Manufacturer	Description
<u>PT 10</u>		<u>Utilities Truck</u>
<u>PT 13</u>		<u>Pickup Truck</u>
<u>DT 05</u>		<u>Dump Truck</u>
<u>313 Excavator</u>	<u>CAT</u>	
<u>908 Loader</u>	<u>CAT</u>	
<u>3 Ton Roller</u>	<u>CAT</u>	
<u>2009 Water Truck</u>		
<u>289 Skid Steer</u>	<u>CAT</u>	
<u>2024 Mack Concrete Truck</u>		
<u>307 Excavator</u>	<u>CAT</u>	
<u>Leeboy Asphalt Paver</u>		

END OF SECTION

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of South Bay
by Jaime M. Shlimbaum, CEO [print name of the public entity]
[print individual's name and title]
for Huurr Homes, LLC
[print name of entity submitting sworn statement]
whose business address is 2705 Burris Road, Unit 4A, FL 33314

and (if applicable) its Federal Employer Identification Number (FEIN) is 85-1112366

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

x Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Jaime M. Shlimbaum
[signature]

12/11/2024

[date]

STATE OF Florida

COUNTY OF Broward

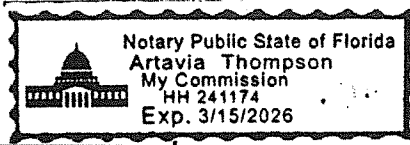
Subscribed and Sworn to (or affirmed) before me on 12/11/2024 by
[date]

Jaime M. Shlimbaum. He/she is personally known to me or has presented
[name]

_____ as identification.

[type of identification]

A. Thompson



[Notary's Signature and Seal]

Artavia Thompson. Comission HH 241174

Print Notary Name and Commission No.

DRUG FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids are equal with respect to price, quality, and service which are received 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. 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 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of Jaime M. Shlimbaum, I certify that Huurr Homes, LLC complies fully with the above requirements.


Authorized Representative's Signature

12/12/2024

Date

Jaime M. Shlimbaum

CEO / Owner

Name:

Position:

TRENCH SAFETY AFFIDAVIT

Bidder acknowledges sole responsibility for complying with the Florida Trench Safety Act (Act). Section 553.60, Florida Statutes. Bidder further acknowledges that included in the various items of its BID and in its Total Lump Sum Bid are costs for complying with the Florida Trench Safety Act. The Bidder further identifies the costs to be summarized below:

Trench Safety Method (Description)	Units of Measure (LF, SY)	Quantity	Unit Cost	Extended Cost	Unit Extended
A. <u>Trench box</u>	<u>LF</u>	<u>800</u>	<u>\$20</u>	<u>\$16,000</u>	<u>\$20</u>
B. _____	_____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____	_____
				Total	<u>\$ 16,000</u>

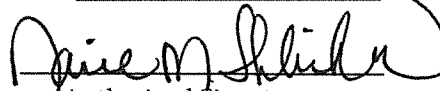
Failure to complete the above may result in your BID being declared non-responsive. The costs indicated above are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line items of the Bid Form.

Bidder Huurr Homes, LLC

By: Jaime M. Shlimbaum

Its CEO / Owner

Date 12/12/2024


Authorized Signature

END OF SECTION

QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in Envelope with the Bid.

By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? 4.5 years

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

Gulfstream Race Track, 1 mile of 8" water main

800 Old Griffin Road, Roadwork, Asphalt Paving, F-curb & Sidewalk

Lloyd Estates; 8 Miles of Sidewalk, F-Curbing, ADA Ramps

3. Have you ever failed to complete work awarded to you? If so, where and why? No

4. Name three individuals or corporations for which you have performed work and to which you refer:

Rod Ley	13400 Griffin Rd, Southwest Ranches, FL 33330	(954) 343-7444	
Name	Address	Phone	Fax
Charlene Montgomery	5399 N. Dixie Highway, Suite 3, Oakland Park, FL 33334	(954) 630-4408	
Name	Address	Phone	Fax
Chris Burke	19606 SW 69th Place, Pembroke Pines, FL 33332	(954) 993-3268	
Name	Address	Phone	Fax

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

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion to Date
Lloyd Estates	City of Oakland Park	1.6M	2-14-2025	90%
SW 63rd SW Ranches	Town of SW Ranches	747K	3-29-2025	85%
Mustang Trail Watermain	Town of SW Ranches	500K	5-1-2025	0
South Bay S2	South Bay	1.2M	1-25-2025	90%

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? Yes

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed
N/A	

8. What equipment do you own that is available for the work?

Pickup Trucks, Dump Truck, 313 Excavator, 908 Loader, 3 Ton Roller, Water truck, Skid Steer, Concrete Truck,
307 Excavator, Leeboy Asphalt paver

9. What equipment will you purchase for the proposed work?

All equipments are owned by Huurrr Homes.

10. What equipment will you rent for the proposed work?

Porta Johns

11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.

Jason M. Shlimbaum, Certified as General Contractor by the State of Florida, Certified as Underground Utility &
Excavation Contractor and Minor Roads by Broward County, FDOT Temporary Traffic Control Certified,
Stormwater Management Inspector

12. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do businesses under the trade name.

The correct name of the Bidder is Huurrr Homes, LLC

The partnership is a ☐ Sole Proprietorship, ☐ Partnership, or ☐ Corporation or ☒ Other Type of Entity
LLC (Fill In). Limited Liability Company

The address of principal place of business is
2705 Burriss Road, Unit 4A, Davie, FL 33314

The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows:

N/A

List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

N/A

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute and the resolution of the same.

No

List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants.

N/A

Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

No

List and disclose any and all business relations with any members of the City Commission.

NONE

END OF SECTION

NOTICE OF COMPLIANCE WITH CHAPTER 556, FLORIDA STATUTES

The undersigned Contractor does hereby confirm to the Owner and Engineer that the Contractor has reviewed the provisions of Chapter 556, Florida Statutes, and has provided to "Sunshine State One-Call of Florida, Inc." the information required under F.S. 556.105 before the commencement of any excavation or demolition required for the Work.

Executed this 11th day of December 20 24.

Hurr Homes, LLC
(name of Contractor)

Naim M. Shihab
(signature)

Naim M. Shihab
(print name)

CEO
(title)

END OF SECTION

CONFLICT OF INTEREST STATEMENT

This Invitation To Bid 2024-06 is subject to the conflict of interest provisions of the policies and Code of Ordinances of the CITY OF SOUTH BAY, the Palm Beach County Code of Ethics, and the Florida Statutes. The Bidder shall disclose to the CITY OF SOUTH BAY any possible conflicts of interests. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the CITY OF SOUTH BAY.

CHECK ALL THAT APPLY.

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid due to any other clients, contracts, or property interests.

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in the policies and Code of Ordinances of the City of South Bay, as amended from time to time.

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

Huurr Homes, LLC

COMPANY OR INDIVIDUAL NAME



AUTHORIZED SIGNATURE

Jaime M. Shlimbaum

NAME (PRINT OR TYPE)

CEO / Owner

TITLE, IF A COMPANY



HUURHOM-01

ALFONSOV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2024

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 Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Vanessa Alfonso	
	PHONE (A/C, No, Ext): (561) 899-0076	FAX (A/C, No): (561) 776-0670
	E-MAIL ADDRESS: Vanessa.Alfonso@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
	INSURER B : Transportation Insurance Company	20494
	INSURER C : Valley Forge Insurance Company	20508
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

Hurr Homes LLC
2705 Burris Road Unit #4
Davie, FL 33314

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	7034145472	7/24/2024	7/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	7034145455	7/24/2024	7/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7034145441	7/24/2024	7/24/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	7034145469	7/24/2024	7/24/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			7034145472	7/24/2024	7/24/2025	Leased/Rented Equip 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is Additional Insured with respect to General Liability and Commercial Auto Liability when required by written contract per forms CNA74705XX 1-15 and CNA63359XX 4-12. The General Liability and Auto Liability is primary and noncontributory when required by written contract per forms CNA74705XX 1-15 and CNA63359XX 4-12. Waiver of Subrogation with respect to General Liability, Commercial Auto and Workers Compensation where required by written contract per forms CNA74705XX 1-15, CNA63359XX 4-12 and WC000313. Cancellation Provision: 30 Day Notice of Cancellation except 10 Days for Non-Payment of Premium will be delivered in accordance with the policy provisions.

South Bay City Hall, Its agents, and employees are certificate holders.

CERTIFICATE HOLDER

CANCELLATION

South Bay City Hall 335 SW 2nd Ave South Bay FL 33493	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



Huurr & Homes

Constructing with Purpose, Pride & Perfection

About **Huurr Homes, LLC**
Licenses & Certifications
Project Resumé





Huurr Mission

Huurr Homes, LLC is the home to General Contracting, Land Development, Fire Line Underground and the only Female Owned FDOT Certified Batch Plant in District 4. **Huurr Homes, LLC** is certified by Women's Business Enterprise National Council (WBENC) as a Woman-Owned Business. We are a bonded construction company. Our mission is to lead the industry with the most advanced technology, accompanied by all the Green Building Practices, to reduce the Environmental Impact of Construction. We are allowing our customers to build their projects at the highest possible quality, fastest production, and reduction in construction costs, while being socially responsible and minimizing the construction footprint. We strive to construct with purpose, pride and perfection.

Huurr Team

We have a staff of very competent and professionally trained individuals who will assist in completing your project in the most effective and efficient manner in order to meet your project goals.

Every member of **Huurr Team** has the latest *Microsoft Office Suite* programming on their *Microsoft Surface Pro* tablet and cellphones. Your project will be managed with the most advanced software, including daily video conference calls and photos uploaded in the palm of a hand.

Why Award Huurr Your Project?

- * **Huurr Homes, LLC** is a result driven company.
- * Your Team will have direct connections with the **Huurr Homes, LLC** Owner & Team to discuss and formulate hands-on Value Engineering decisions.
- * Enjoy the power of a large general contracting and land development company with the family values of a Mom & Pop company culture.
- * Relationship — we will strive to meet your of all your land development and general contracting needs constructed by **Huurr Team**.
- * We pride ourselves in the use of recycled/repurposed construction materials and strive to reduce to construction footprint of our local environment.

Huurr Homes, LLC

holds the following:

Licenses:

- ◆ State of Florida General Contractor
- ◆ Broward Engineering Minor Roads
- ◆ Broward County Primary Pipelines
- ◆ Florida FDOT Temporary Traffic Control (TCC)
- ◆ Florida Storm Water Erosion Sedimentation Inspector
- ◆ Fire Protection Systems Contractor Level V

Certifications:

- ◆ Certified Woman-Owned Business (WOSB)
- ◆ Women's Business Enterprise (WBE)
- ◆ FDOT Certified Batch Plant 86-500
- ◆ County Business Enterprise (CBE)
- ◆ South Florida Water Management District (SBE)
- ◆ OSHA 30
- ◆ Broward County Public Schools (BCPS) Economic Development & Diversify Compliance Dept.
- ◆ CPVC Certified



Please see attached for copies of Licenses, Certifications & Insurances.

PROJECTS

Qualified & Lead by Our Team

Active Projects:

1. Lloyd Estates Sidewalk Improvements, City of Oakland Park
2. S2 Area Drainage Improvements, City of South Bay
3. Drainage Improvements at SW 63rd, Town of Southwest Ranches
4. Roadway Grading Services, SFWMD
5. Lone Pine Park Trail Improvements, City of Riviera Beach
6. 2A & 3A Sidewalk Installation, Village of Palm Springs
7. Bill Lips Sports Complex Drainage Improvements, City of Cooper City
8. Orange Drive Guardrail, Town of Davie
9. Lakeview Drive Sidewalk Improvements, City of Weston
10. Annual Maintenance Contract, Town of Southwest Ranches
11. Gulfstream Track & Casino, Hallandale Beach
12. Florida 595 Truck Stop, Davie
13. Sherwood Aviation, Opa-locka
14. Hobe Sound Learning Center, Hobe Sound
15. Auto Vault, Fort Lauderdale
16. Palm Meadows, Boynton Beach

Total Site Development: Over 10 Acres:

1. 595 Truck Stop (Largest Truck Stop in South FL), Davie
2. Kraft Food Distribution Terminal, Weston
3. Lincoln Ford of Cutler Bay, Cutler Bay
4. Sawgrass Mills Mall Colonnade Phase I, Sunrise

Total Site Development: Under 10 Acres:

1. Fair Marriott and Suites, Ft. Lauderdale
2. Fair Marriott Suites, Pembroke Pines
3. College Ave Warehouses, Davie
4. NTS Warehouse, Dania
5. W-Aviation, Ft. Lauderdale Executive Airport
6. Safeguard Storage, Tamarac
7. Ozinga Concrete Plant, Miami Gardens
8. Red Line Energy, Weston
9. Charter School Young Circle, Hollywood
10. New World Symphony Asphalt Restorations, Miami
11. Sailboat Bend New Parking Lot Construction, Housing Authority of Ft. Lauderdale
12. Rick Case Sales Display Lot, Plantation

13. PDQ Restaurant, Ft. Lauderdale
14. Tires Plus, Boca Raton

Environmental Projects:

1. C 139 Annex Everglades Restoration 3,500 Acres, SFWMD
2. Mangrove Mitigation Restoration, Haulover Park
3. STA 5 Levee Restoration, SFWMD
4. Test Cell Water Refurbishment, SFWMD
5. STA 1 W Levee Recapping, SFWMD

Government Projects:

1. FXE Airport, 1 Mile Loop Runway, City of Ft. Lauderdale
2. 5 Mile Water Main Restoration, City of Pembroke Pines
3. Localized Drainage Improvements, City of Boca Raton
4. FXE Airport, 40 Acres Earthwork, City of Ft. Lauderdale
5. Ramp G-Demo Ft. Lauderdale International Airport, City of Ft. Lauderdale
6. Level Restoration STA 3,4,5,6,1E,1W,2, L7, West Palm, Henny, Clewiston
7. Juana Road Drainage Improvements, City of Boca Raton
8. Bryant Park Parking Lot Improvements, City of Lake Worth
9. Wolf Park Parking Lot Improvements, City of Lauderdale
10. S.W 41st PL Infrastructure Improvements, City of Davie
11. Public Works Capital Project, City of Davie

Fire Underground Level 5:

1. South Motors BMW, Palmetto Bay
2. Poinciana Crossings, Fort Lauderdale
3. Flamingo Apartments, Miami
4. Parkline Apartments, Miami
5. Riverside Promenade, Pompano Beach
6. Del Oro Buildings, Plantation
7. Jet Aviation, Miami
8. Cortina, Boynton Beach
9. Charles Swab Market on University, Plantation
10. 790 E. Broward Blvd, Ft. Lauderdale
11. Ocaso Warehouse, Hialeah
12. Oakland Park Dialysis, Lauderdale
13. Art Lofts Fire Line, Fort Lauderdale

Huurr Roots

Huurr Homes, LLC is a bonded construction company and certified by the Women's Business Enterprise National Council as a Woman-Owned Business owned by Jaime M. Shlimbaum. Jaime graduated from Nova Southeastern University with a Bachelor's Degree in Business Administration and minored in Human Resource Management. Post-graduation, Jaime returned to her hometown in Long Island, New York and began working for a *Island Acoustics*, a Union Drywall Contractor. Her ambitious attitude and strong work-ethic quickly landed her the position of Safety Administrator/Accounts Receivable Associate. While employed by *Island Acoustics*, Jaime learned how to execute key business operation tasks assigned by various departments, became a Notary Public, as well as OSHA 10 certified.

Striving for more in the fast-paced construction industry, she sent her resume to *Bulgin & Associates, Inc.*, a High-End Residential General Contractor in The Hamptons and was presented with the opportunity to work in Project Management. She knew this position would be a challenge, but accepted the position without hesitation. She worked amongst the best and most creative Project Managers, Architects, Engineers and Owners. She learned more than just construction, including leadership, company culture, and her love for residential construction and design.

After a few years with *Bulgin & Associates, Inc.*, Jaime made the tough decision leave this position and to return to South Florida to help her brother, Jason, run the family site-development business. Working alongside her brother in the site development industry, Jaime realized how much she missed residential construction. Jaime dreamed up this new venture, **Huurr Homes, LLC**. Combining Jaime's love for residential construction and Jason's love for dirt, **Huurr Homes, LLC** was established, the home of General Contracting, Total Site Development, Fire Line Underground, and Concrete!

Jaime's Affiliations:

- ◇ Royal Dames of Cancer Research, Board of Directors 2018 - Current, Assistant Treasurer 2020-2021, Treasurer 2022- 2024
- ◇ Dale Carnegie of Southeastern Florida Organization
- ◇ NSU Alumni Association
- ◇ Emerge Broward Member
- ◇ Dancer at a local studio

Huurr Homes, LLC

2705 Burris Road, Unit 4A
Davie, FL 33314

Phone: (954) 270-1121

Email: jaime@huurrhomes.com

Visit Us At: www.huurrhomes.com



Huurr Homes, LLC proudly introduces Jason M. Shlimbaum, Qualifier & Quality Control Supervisor to the Team. Jason currently holds a State of Florida General Contractor License, as well as Broward County's 3B Minor Roads, A1 Primary Pipe Licenses, and Fire Prevention Level IV Contractor License.

Jason's roots tie back to asphalt construction, starting in the family business, *All Island Parking Lot*, located on Long Island, New York. In search of the next level business opportunity and bright future, Jason applied and was accepted into Nova Southeastern University (NSU). Shortly after enrolling at NSU, Jason did what came natural to him; he became Head of the Business Department for the college newspaper. Jason graduated from NSU with a Bachelors Degree in Business Administration and a Minor in Legal Studies. His passion for Construction and Business Law formed the core values of **JMS Construction Services, Inc.** for 15 years of business. As of today, Jason is thrilled to bring his 15 years of field experience to, **Huurr Homes**.

Jason's Affiliations:

- ◇ Member of the Ambassadors Board at Nova Southeastern University since 2014
- ◇ NSU Alumni Association
- ◇ SMART Rider for AIDs/HIV Research; Participated in the 186 Mile Bike Ride





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SHLIMBAUM, JASON M

HUURR HOMES, LLC
2705 BURRIS ROAD, UNIT 4A
DAVIE FL 33314

LICENSE NUMBER: CGC1522158

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/07/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Huurr Homes, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: June 11, 2021

Expiration Date: June 11, 2024

WBENC National Certification Number: WBE2101443

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Florida, a WBENC Regional Partner Organization.



WBENC FLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

Authorized by Nancy Allen, President & CEO
Women's Business Enterprise Council Florida

NAICS: 237990, 237110, 237210, 237310, 238910

UNSPSC: 72131700, 72141000, 72141001, 72141002, 72141003, 72141004, 72141100, 72141101, 72141102, 72141103, 72141104, 72141105, 72141106, 72141120, 72141121, 72141124, 72141126, 72141127, 72141500, 72141505, 72141509, 72153900





**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

Huurr Homes, LLC**

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Jaime M. Shlimbaum

NAICS: 237990, 237110, 237210, 237310, 238910
UNSPSC: 72131700, 72141000, 72141001, 72141002, 72141003, 72141004, 72141100, 72141101, 72141102, 72141103, 72141104, 72141105, 72141106, 72141120, 72141121, 72141124, 72141126, 72141127, 72141500, 72141505, 72153900

Certification Number: WOSB211031

Renewal Date: June 11, 2023

WOSB Regulation Expiration Date: 6/11/2024



Nancy Allen, Women's Business Enterprise
Council Florida President & CEO

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification

State of Florida

Woman Business Certification

Huurr Homes, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
September 29, 2022 to September 29, 2024



J. Todd Inman
Florida Department of Management Services



THIS CERTIFICATE IS AWARDED TO

HUURR HOMES, LLC

AS SET FORTH IN THE BROWARD COUNTY BUSINESS OPPORTUNITY ACT OF 2012, THE CERTIFICATION REQUIREMENTS HAVE BEEN MET FOR:

County Business Enterprise (CBE) and Small Business Enterprise (SBE)

SANDY-MICHAEL MCDONALD

Digitally signed by SANDY-MICHAEL
MCDONALD
Date: 2021.12.03 10:42:36 -05'00'

AUTHORIZED REPRESENTATIVE

Anniversary Date: December 3rd

THE OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MUST BE NOTIFIED WITHIN 30 DAYS OF ANY MATERIAL CHANGES IN THE BUSINESS WHICH MAY AFFECT OWNERSHIP AND CONTROL. FAILURE TO DO SO MAY RESULT IN THE REVOCATION OF THIS CERTIFICATE AND/OR IMPOSITION OF OTHER SANCTIONS.

A SERVICE OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
BROWARD.ORG/SMALLBUSINESS

GOVERNMENTAL CENTER ANNEX 115 S. ANDREWS AVENUE, ROOM A680 FORT LAUDERDALE, FL 33301
TEL: 954-357-6400 • FAX: 954-357-5674 • TTY: 954-357-5664





OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

December 12, 2023

Ms. Jaime M. Shlimbaum

HUURR HOMES, LLC

2715 E. Oakland Park Blvd., Suite 100

Fort Lauderdale, Florida 33306

Dear Ms. Shlimbaum:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** has been renewed.

Your firm's certification is continuing from your anniversary date but is contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. **However, the responsibility to ensure continued certification is yours.** Failure to document your firm's continued eligibility for the CBE program within **thirty (30) days** from your anniversary may result in the expiration of your firm's certification. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Construction Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

NAICS CODE: 237110, 237990, 238910

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

SANDY-MICHAEL
MCDONALD

Digitally signed by SANDY-
MICHAEL MCDONALD
Date: 2023.12.21 16:27:42
+05'00'

Sandy-Michael McDonald, Director

Office of Economic and Small Business Development

Cert Agency: BC-CBE

ANNIVERSARY DATE: DECEMBER 3RD

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Tim Ryan • Michael Udine
Broward.org

April 28, 2023

Florida Department of Transportation
605 Suwannee Street, MS 57
Tallahassee, FL 32399

Re: Huurr Homes, LLC- Surety Letter

To Whom It May Concern:

We are pleased to share with you our experience as surety for Huurr Homes, LLC. We consider Huurr Homes, LLC one of our outstanding and most valued clients in whom we have the highest confidence. Through the years this company has, in our opinion, remained properly financed, well equipped and capably managed.

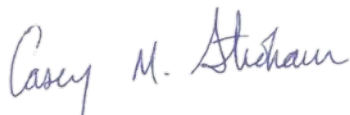
Atlantic Specialty Insurance Company is currently providing contract bonds for Huurr Homes, LLC and provides a working line of \$4,000,000 single job with a total work program of \$8,000,000. This, however, is not considered their maximum bonding capacity. Accordingly, we would anticipate no difficulty in providing the customary performance and payment bond on behalf of Huurr Homes, LLC if they are awarded a contract within those parameters.

Atlantic Specialty Insurance Company has an A.M. Best Rating of A+, Financial Size XV, and a Federal Register listing of \$83,162,000 on the Department of the Treasury's list of Approved Sureties.

Please note that the decision to issue performance and payment bonds is a matter between Huurr Homes, LLC and Atlantic Specialty Insurance Company and will be subject to the standard underwriting practices and policies in effect at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms, and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Sincerely,

Atlantic Specialty Insurance Company



Casey Strohauer
Senior Underwriter- Florida

1A-A UNDERGROUND UTILITY & EXCAVATION CONTRACTOR

06-1A-13015-X

SHLIMBAUM, JASON M. - QUALIFYING

HUURR HOMES, LLC

2705 BURRIS RD SUITE 4A

DAVIE FL 33314

EXPIRES 08/31/2025



CERTIFICATE OF COMPETENCY

Detach and SIGN the reverse side of this card IMMEDIATELY upon receipt! You should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

SHLIMBAUM, JASON M.
2705 BURRIS RD SUITE 4A
DAVIE FL 33314

**BROWARD COUNTY, FLORIDA
CERTIFICATE OF COMPETENCY & EXCAVATION**

CONTRACTOR

CC# 06-1A-13015-X

SHLIMBAUM, JASON M. - QUALIFYING

HUURR HOMES, LLC

2705 BURRIS RD SUITE 4A

DAVIE FL 33314

EXPIRES 08/31/2025

3B MINOR ROADS (ASPHALT AND CONCRETE PAVING FOR
SUBDIVISION FACILITIES AND WORK INCIDENTAL THERETO)

04-1772-3BX
SHLIMBAUM, JASON M. - QUALIFYING
HUURR HOMES, LLC
2705 BURRIS RD SUITE 4A
DAVIE FL 33314
EXPIRES 06/30/2025



CERTIFICATE OF COMPETENCY

Detach and **SIGN** the reverse side of this
card **IMMEDIATELY** upon receipt! You
should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card
every two years.

SHLIMBAUM, JASON M.
13541 NW 5th CT
PLANTATION FL 3325

**BROWARD COUNTY, FLORIDA
CERTIFICATE OF COMPETENCY**

CC#

3B MINOR ROADS (ASPHALT AND CONCRETE
PAVING FOR SUBDIVISION FACILITIES AND
WORK INCIDENTAL THERETO)
04-1772-3BX
SHLIMBAUM, JASON M. - QUALIFYING
HUURR HOMES, LLC
2705 BURRIS RD SUITE 4A
DAVIE FL 33314
EXPIRES 06/30/2025

Jimmy Patronis
CHIEF FINANCIAL OFFICER

JoAnne Rice
DIVISION DIRECTOR



Bruce Gillingham
BUREAU CHIEF
Ronald Dilworth
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL

200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3644

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: Jason M Shlimbaum
2715 E Oakland Park Blvd Suite 100
Fort Lauderdale FL 33306

BUSINESS ORGANIZATION: Hurr Homes LLC

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2024
Type: 09
Class: 14
County: Broward
License/Permit #: FPC20-000123
Expiration Date: 06/30/2026



A handwritten signature in cursive script, reading "Jimmy Patronis".

Chief Financial Officer



HUURHOM-01

ALFONSOV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2024

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 Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Vanessa Alfonso	
	PHONE (A/C, No, Ext): (561) 899-0076	FAX (A/C, No): (561) 776-0670
	E-MAIL ADDRESS: Vanessa.Alfonso@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
	INSURER B : Transportation Insurance Company	20494
	INSURER C : Valley Forge Insurance Company	20508
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	7034145472	7/24/2024	7/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	7034145455	7/24/2024	7/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7034145441	7/24/2024	7/24/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		X	7034145469	7/24/2024	7/24/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			7034145472	7/24/2024	7/24/2025	Leased/Rented Equip 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is Additional Insured with respect to General Liability and Commercial Auto Liability when required by written contract per forms CNA74705XX 1-15 and CNA63359XX 4-12. The General Liability and Auto Liability is primary and noncontributory when required by written contract per forms CNA74705XX 1-15 and CNA63359XX 4-12. Waiver of Subrogation with respect to General Liability, Commercial Auto and Workers Compensation where required by written contract per forms CNA74705XX 1-15, CNA63359XX 4-12 and WC000313. Cancellation Provision: 30 Day Notice of Cancellation except 10 Days for Non-Payment of Premium will be delivered in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage	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 



CERTIFICATE OF COMPLETION

This certifies that

Jaime Michele Shlimbaum

is awarded this certificate for

OSHA 30 Hour Outreach Training Program - Construction



CEUs
3.0



Credit Hours
30.00



Completion Date
06/19/2022

A handwritten signature in black ink, appearing to read "Curtis Chambers".

Curtis Chambers, Trainer C 26-0110333 and G 26-0082322



"As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class."

"As an IACET Accredited Provider, 360training.com, Inc. offers IACET CEUs for its learning events that comply with the ANSI/IACET Continuing Education and Training Standard."

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road, M.S. 3565
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nunez
Lt. Governor

Noah Valenstein
Secretary

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. We greatly appreciate your participation in and successful completion of this course. We hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let us know if there are any errors in the certificate or card, or in the grading of your exam. You can contact us at admin@fsesci.com, or at the Training Program's website: www.FSESCI.com.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	
STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM	
Jaime Shlimbaum	
CLASS DATE 08/04/2022	INSPECTOR # 50601
QUALIFIED STORMWATER MANAGEMENT INSPECTOR CURRENTLY DOES NOT EXPIRE	

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

Jaime Shlimbaum

has successfully met all requirements necessary to be fully qualified
through the Florida Department of Environmental Protection Stormwater
Erosion and Sedimentation Control Inspector Training Program

08/04/2022

Inspector Number 50601

Jared Searcy
Statewide Training
Coordinator

Kevin Coyne
WQRP Program
Administrator



This Certifies that
JASON SHLIMBAUM

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced (Refresher) Course.

Date Expires: 10/12/2025

Certificate # 77995

Instructor: Juan Morales

FDOT Provider # 37

ATSSA
Phone: 540-368-1701
15 Riverside Parkway Ste.100
Fredericksburg, VA,
www.atssa.com
jessica.scheyder@atssa.com





Department of Environmental Protection

2600 Blair Stone Road, M.S. 3510
Tallahassee, Florida 32399-2400

September 13, 2016

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. I greatly appreciate your participation in and successful completion of this course. I hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let me know if there are any errors in the certificate or card, or in the grading of your exam. If I can be of further assistance, please do not hesitate to contact me at 850/245-8294 or via email: halton.lunsford@dep.state.fl.us.

Jason Shlimbaum
4405 Peters Road
Plantation, FL 33317

DEPARTMENT OF
ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM

Jason Shlimbaum

Class Date Inspector Number
May 13, 2016 36073

QUALIFIED STORMWATER MANAGEMENT INSPECTOR
CURRENTLY DOES NOT EXPIRE

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that
Jason Shlimbaum

has successfully met all requirements necessary to be fully qualified through
the Florida Department of Environmental Protection Stormwater Erosion
and Sedimentation Control Inspector Training Program

May 13, 2016


Hal Lunsford

Inspector Number 36073


Kevin Coyne



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

January 5, 2023

REGISTERED VENDOR NO.: 123006

Ms. Jaime M. Shlimbaum, CEO
Huurr Homes, LLC
2715 E Oakland Park Blvd, Suite 100
Fort Lauderdale, FL 33306

CERTIFICATION EFFECTIVE DATE:
January 5, 2023

CERTIFICATION EXPIRATION DATE:
January 5, 2026

Dear Ms. Shlimbaum:

Congratulations, the South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Site Development; Earthwork; Drainage; Paving; Pavement Markings; Signage; Curbing; Sidewalks; and Erosion Control

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink that reads "JDollar".

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 05, 2023

HUURR HOMES, LLC
2705 BURRIS ROAD
DAVIE, FLORIDA 33314

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, GRASSING, SEEDING AND SODDING, SIDEWALK, Curb & Gutter, Driveways, Handrails, Lift Station, Rip Rap, Tree Removal, Underground Utilities (Water & Sewer).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII:cg

Economic Development & Diversity Compliance

Denise Mincey-Mills, Officer

7720 W. Oakland Park Blvd., Suite 319

Sunrise, Florida 33351

phone: 754-321-3840

sdopcertification@browardschools.com

www.browardschools.com/eddc

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

April 11, 2024

Jaime Shlimbaum
Hurr Homes LLC
2715 E Oakland Park Blvd
Ft Lauderdale, FL 33306

Dear Mrs Shlimbaum,

Congratulations! Your certification with Broward County Public Schools (BCPS) Economic Development & Diversity Compliance Department was approved.

Certificate Number: WS3855514080

Certificate Type: Small/Women Business Enterprise (S/WBE)

Certification Period: April 11, 2024 thru April 10, 2027

Gender/ Ethnicity: Non-Minority

NAICS Codes:	NAICS 237110	Water and Sewer Line and Related Structures Construction
	NAICS 237210	Land Subdivision
	NAICS 237310	Highway, Street, and Bridge Construction
	NAICS 237990	Other Heavy and Civil Engineering Construction

Your firm will be listed in our [Certified Supplier Directory](#), updated weekly. We encourage you to become an active bidder. Stay abreast of the [District's procurement opportunities](#) on DemandStar; Select *The School Board of Broward County, FL – Procurement & Warehousing Services* as a preferred agency, and get notified of bids published.

Visit us [online](#) to access our core services, resources, programs, and services to assist local small businesses. Similarly, do not hesitate to contact our [team](#) for technical assistance.

Finally, should any change occur that may adversely affect the certification status of your company, please notify the [EDDC certification team](#) within thirty (30) days of the change. You will receive a courtesy email reminder 60 days before the expiration date; however, it is the firm's responsibility to ensure continued certification with BCPS. We encourage you to keep the certification current to avoid missed opportunities.

The certification team can be reached via email at sdopcertification@browardschools.com if there are questions.

Sincerely,

Denise Mincey-Mills

Denise Mincey-Mills, Officer
Economic Development & Diversity Compliance Department

Economic Development & Diversity Compliance

THIS CERTIFICATE IS AWARDED TO

HUURR HOMES, LLC

FOR HAVING SUCCESSFULLY MET THE PRESCRIBED STANDARDS SET FORTH BY THE
SUPPLIER DIVERSITY OUTREACH PROGRAM OF
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR

CERTIFICATION

**Small/Women Business Enterprise (S/WBE)
White Female**

ON THIS DAY: **April 11, 2024**

Denise Mincey-Mills

**Denise Mincey-Mills
Officer
Economic Development & Diversity Compliance**



CERTIFICATION #: WS3855514080

SAP ID: 144672

Expiration Date: April 10, 2027

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: HUURR HOMES LLC

Receipt #: 180-308633
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: JASON M SHLIMBAUM (QUALIFIER)

Business Location: 2705 BURRIS RD UNIT 4A
DAVIE

Business Opened: 09/29/2020

State/County/Cert/Reg: CGC1522158

Exemption Code:

Business Phone: 954-270-1121

Rooms

Seats

Employees

Machines

Professionals

2

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt Fee

27.00

Packing/Processing/Canning Employees

0.00

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:

HUURR HOMES LLC
2705 BURRIS RD UNIT 4A
DAVIE, FL 33314-1305

Receipt # 10B-23-00004483
Paid 09/26/2024 27.00

2024 - 2025



August 9, 2024

**Re: Reference Check – Huurr Homes, LLC
FDOT LAP #FIN 444240-1-58-01**

Greetings,

The City of Oakland Park is happy to offer a reference check on behalf of Huurr Homes, LLC for construction work associated with the FDOT LAP Project #FIN444240-1-58-012024-029 Lloyd Estates Elementary School – Safe Routes to School (SRTS) Sidewalk Improvements. The notice to proceed was issued on January 29, 2024 with a 240-calendar day contract time to construct approximately 14,750 linear feet of 5-foot sidewalk in various locations throughout the project limits, between Prospect Road to NW 38th Street and from I-95/Powerline Road to North Andrews Avenue. Key elements include clearing and grubbing, tree removals, concrete curb & gutter construction, driveway restoration, milling. Asphalt paving, water valve and meter box adjustments, replacement of catch basin grates, handrail installation and re-striping pavement markings. The improvements will provide pedestrian/bicyclist safety and enhance connections to the Lloyd Estates Elementary School facilities within and around the Lloyd Estates subdivision of Oakland Park, Florida.

At present, construction continues and has progressed to the 58% completion stage and remains on track to be completed by the anticipated September 2024 contract timeline. The City is excited to partner with Huurr Homes on this project and believes their oversight and construction crew has performed a phenomenal job thus far. They have been extremely dependable, responsive and most importantly flexible to keep the project moving in a sensitive community that impacted the school, students, faculty, residents and commuter traffic throughout the subdivision corridors. Given the opportunity, we would definitely welcome another chance to partner with Huurr Homes on future projects similar in scope. Please advise if I can provide further assistance with your review.

Sincerely,

Luis Pacheco, Senior Project Manager
Engineering and Community Development

August 9, 2024

Date



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax
web: www.southwestranches.org

Steve Breitkreuz, *Mayor*
David S. Kuczenski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *Council Member*
Gary Jablonski, *Council Member*

Russell Muñiz, *Town Administrator*
Keith M. Poliakoff, *Town Attorney*
Debra Ruesga, *Town Clerk*
Emil C. Lopez, *Town Financial Administrator*

August 8, 2024

To Whom It May Concern:

The Town of Southwest Ranches has contracted with Huurr Homes, LLC for the successful completion of several drainage and resurfacing projects within our Town. The Town also has a continuing services contract with Huurr Homes, LLC for roadway and infrastructure maintenance.

Huurr Homes, LLC has provided quality work on all awarded projects. They are responsive to the Town's needs and communicate effectively.

Please let me know if you have any questions or concerns.

Sincerely,

Emily Aceti

Digitally signed by Emily
Aceti
Date: 2024.08.08
09:00:22 -04'00'

Emily Aceti
Community Services Manager



City of Riviera Beach, Florida

1621 West Blue Heron Blvd

Riviera Beach, Florida 33404

Web: www.rivierabeach.org

Office: (561-845-3411)

rblankenship@rivierabeach.org

September 7, 2023

To Whom It May Concern,

Please accept this letter as reference and endorsement for the work of HUURR Homes. Our experience was very positive. The project was on time and on budget. There were no issues related to HUURR Homes performance in any way.

Thank you,



Richard Blankenship
Parks and Recreation Director
City of Riviera Beach

"The Best Waterfront City in Which to Live, Work And Play."





November 21, 2022

Attn:

Re: Huurr Homes LLC - Letter of Recommendation

To Whom It May Concern,

Huurr Homes LLC has worked with the *Gulfstream Track and Casino* in Hallandale Beach since May 2021. They have completed 3 large projects for us and a number of smaller miscellaneous ones.

The first project was installation of 2 Miles of drainage pipe and regrading at the turf Horse Racetrack. Next they were hired to complete the underground utilities at our outdoor venue *Carousel Club* including water main, sewer, and storm drainage. *Huurr* was additionally tasked with installing all the sidewalks, curbing and parking lot repairs. The project had to be completed within 45 days and required day and night crews. In May, 2022, *Huurr Homes* began installation of the infield Irrigation System consisting of 1.5 Mile of 8" Irrigation Main around the track interior. This irrigation main feeds a track specific one-of-a-kind sprinkler system, that includes 83 sprinkler heads and is controlled virtually with the latest technology.

Huurr Homes has also been awarded asphalt parking lot repairs, pavement markings, concrete restoration, and water line work at our sister-location, Palm Meadows Training Center in Boynton Beach.

The *Huurr* Team is respectful, cordial, cooperative and timely to deadlines. They effectively communicate by sending real-time photos of accomplishments, questions, concerns and milestones. They have always maintained strict compliance with the rules and regulations that are required when working at an active Thoroughbred Horse Racing Track.

The team at *Gulfstream Track and Casino* recommend *Huurr Homes* for your next Heavy Civil Project. Please feel free to contact me at Thad.Miguez@Stronachgroup.com if you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Thad Miguez", written in a cursive style.

Thad Miguez, AIA
Sr. Project Manager
Gulfstream Park
900 S. Federal Highway
Hallandale Beach, FL 33009



TO:

November 15, 2022

RE: Huurr Homes LLC - Letter of Recommendation

Huurr Homes LLC has a long professional history with the Florida 595 Truckstop. The Quality Control Supervisor, Jason M. Shlimbaum, constructed the Florida 595 Truckstop Lake and Parking Lots in 2014.

The company has an on-going maintenance contract with the Florida 595 Truckstop, which includes, but is not limited to Parking Lot installation and repairs, pavement markings, sign installation, demolition, drainage installation and repairs, retention area maintenance, curbing and sidewalk installation and repairs, etc.

Huurr Team is reliable and always on call. They are cordial and cooperative. No project is too large for Huurr to handle and always within budget. I highly recommend *Huurr Homes, LLC*.

If you have any questions or concerns, you may contact me at j.escobar@595truckstop.com or (954) 357-0616, x 203.

Sincerely,

Dr. Joseph B. Escobar, VP
595 Truck Stop
Davie Travel Center, LLC
595 Florida Travel Center, Corp.
O: 954.357.0616, x 203, C: 561.929.0616

BID TABULATION (12-23-24)											
ITB No. 2024-06 -- contractor bids submitted by 10:00 AM on December 12, 2024 at City Hall, 335 SW 2nd Avenue, City of South Bay, Florida. Tabulation is from Addendum #2 Bid Form issued on 12/02/2024 submitted by Bidders.											
PROJECT: ITB 2024-06 NW 10th Avenue from MLK Blvd. to NW 2nd St. Road & Water Main Replacement Improvements, City of South Bay, Florida						Huur Homes, LLC 2705 Burris Road, Unit 4A Davie, FL 33314		SMG Contractors 1615 South Congress Avenue, Suite 103 Delray Beach, FL 33445			
ITEM	PAY ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT
Project (1): NW 10th Avenue From MLK Blvd. to NW 2nd Street Road Reconstruction PAY ITEMS											
1	101-1	MOBILIZATION (Road Improvements)	LS	1	\$ 67,944.34	\$ 67,944.34	\$ 50,000.00	\$ 50,000.00	Amount on Original Submitted Bid	\$ 50,000.00	\$ -
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 10,125.23	\$ 10,125.23	\$ 45,000.00	\$ 45,000.00		\$ 45,000.00	\$ -
3	104-10-3	SEDIMENT BARRIER	LF	2030	\$ 4.84	\$ 9,825.20	\$ 7.69	\$ 15,610.70		\$ 15,600.95	\$ -
4	104-18	INLET PROTECTION	EA	9	\$ 404.45	\$ 3,640.05	\$ 203.79	\$ 1,834.11		\$ 1,834.07	\$ -
5	107-1	LITTER REMOVAL	AC	0.80	\$ 4,620.89	\$ 3,696.71	\$ 3,180.00	\$ 2,544.00		\$ 2,544.00	\$ -
6	107-2	MOWING	AC	0.80	\$ 6,931.34	\$ 5,545.07	\$ 3,180.00	\$ 2,544.00		\$ 2,544.00	\$ -
7	110-1-1	CLEARING AND GRUBBING	LS/AC	1	\$ 187,321.33	\$ 187,321.33	\$ 78,535.08	\$ 78,535.08		\$ 78,535.08	\$ -
8	110-7-1	MAILBOX, F&I SINGLE	EA	10	\$ 843.49	\$ 8,434.90	\$ 393.41	\$ 3,934.10		\$ 3,934.10	\$ -
9	145-2	GEOSYNTHETIC REINFORCED FOUNDATION OVER SOFT SOIL (GEOGRID)	SY	9370	\$ 3.65	\$ 34,200.50	\$ 12.86	\$ 120,498.20		\$ 120,477.59	\$ -
10	162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	SY	965	\$ 23.82	\$ 22,986.30	\$ 6.36	\$ 6,137.40		\$ 6,137.40	\$ -
11	285-70-9	OPTIONAL BASE GROUP 09	SY	4763	\$ 49.88	\$ 237,578.44	\$ 41.91	\$ 199,617.33		\$ 199,628.76	\$ -
12	334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	505	\$ 365.61	\$ 184,633.05	\$ 317.35	\$ 160,261.75		\$ 160,263.47	\$ -
13	425-5	STORM SEWER MANHOLE, ADJUST	EA	2	\$ 1,184.46	\$ 2,368.92	\$ 1,335.78	\$ 2,671.56		\$ 2,671.56	\$ -
14	425-1-205	CURB INLET, TYPE 9, PARTIAL CAST IRON TOP INLET AND GRATE	EA	9	\$ 6,727.70	\$ 60,549.30	\$ 6,674.28	\$ 60,068.52		\$ 60,068.51	\$ -
15	430-94-1	DESILT PIPE, D-24"	LF	1186	\$ 4.14	\$ 4,910.04	\$ 25.02	\$ 29,673.72		\$ 29,668.98	\$ -
16	430-174-118	PIPE CULVERT OPTIONAL MATERIAL, ROUND 12" SD	LF	53	\$ 88.47	\$ 4,688.91	\$ 120.88	\$ 6,406.64		\$ 6,406.77	\$ -
17	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	2694	\$ 67.43	\$ 181,656.42	\$ 43.65	\$ 117,593.10		\$ 117,595.26	\$ -
18	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1254	\$ 101.27	\$ 126,992.58	\$ 69.82	\$ 87,554.28		\$ 87,557.04	\$ -
19	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	735	\$ 120.28	\$ 88,405.80	\$ 88.09	\$ 64,746.15		\$ 64,743.21	\$ -
20	527-2	DETECTABLE WARNINGS	SF	95	\$ 72.92	\$ 6,927.40	\$ 46.12	\$ 4,381.40		\$ 4,381.46	\$ -
21	550-10-120	FENCING, TYPE A, 0.0-6.0', STANDARD	LF	91	\$ 44.28	\$ 4,029.48	\$ 29.15	\$ 2,652.65		\$ 2,652.65	\$ -
22	550-60-133	FENCE GATE, TYPE A, SLIDING/CANTILEVER, 12-1-18' OPENING	EA	1	\$ 1,417.07	\$ 1,417.07	\$ 4,240.00	\$ 4,240.00		\$ 4,240.00	\$ -
23	570-1-2	PERFORMANCE TURF, SOD	SY	1119	\$ 14.27	\$ 15,968.13	\$ 4.45	\$ 4,979.55		\$ 4,981.79	\$ -
24	700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	8	\$ 149.86	\$ 1,198.88	\$ 489.34	\$ 3,914.72		\$ 3,914.71	\$ -
25	700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	13	\$ 190.21	\$ 2,472.73	\$ 1,443.29	\$ 18,762.77		\$ 18,762.71	\$ -
26	700-1-60	SINGLE POST SIGN, REMOVE	EA	13	\$ 211.54	\$ 2,750.02	\$ 93.58	\$ 1,216.54		\$ 1,216.50	\$ -
27	706-1-3	RAISED PAVEMENT MARKERS, TYPE B	EA	53	\$ 46.11	\$ 2,443.83	\$ 6.36	\$ 337.08		\$ 337.08	\$ -
28	710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$ 15,738.15	\$ 15,738.15	\$ 28,500.00	\$ 28,500.00		\$ 26,500.00	\$ -
29	711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	529	\$ 23.05	\$ 12,193.45	\$ 6.36	\$ 3,364.44		\$ 3,364.00	\$ -
30	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID 24"	LF	83	\$ 37.47	\$ 3,110.01	\$ 8.09	\$ 671.47		\$ 671.29	\$ -
31	711-15-101	THERMOPLASTIC, STANDARD-OP, WHITE, SOLID, 6"	GM	0.55	\$ 8,991.70	\$ 4,945.44	\$ 7,290.42	\$ 4,009.73		\$ 4,009.73	\$ -
32	711-15-201	THERMOPLASTIC, STANDARD-OP, YELLOW, SOLID 6"	GM	0.09	\$ 8,991.70	\$ 809.25	\$ 7,471.94	\$ 672.47		\$ 672.47	\$ -
33	711-15-231	THERMOPLASTIC, STANDARD-OP, YELLOW, SKIP 6"	GM	0.21	\$ 8,991.70	\$ 1,888.26	\$ 3,213.08	\$ 674.75		\$ 674.75	\$ -
34		SPEED HUMPS	EA	2	\$ 2,193.27	\$ 4,386.54	\$ 3,180.00	\$ 6,360.00		\$ 6,360.00	\$ -
		Project (1): NW 10th Avenue From MLK Blvd. to NW 2nd Street Road Improvements SUBTOTAL				\$ 1,325,781.73		\$ 1,139,968.21	\$ 1,137,949.91		\$ -
Project (2): NW 10th Avenue PBCWUD Water Main Replacement From MLK Blvd. to NW 2nd Street											
						Huur Homes, LLC 2705 Burris Road, Unit 4A Davie, FL 33314		SMG Contractors 1615 South Congress Avenue, Suite 103 Delray Beach, FL 33445			
35	WUD-1	MOBILIZATION (Water)	LS	1	\$ 24,164.98	\$ 24,164.98	\$ 56,000.00	\$ 56,000.00		\$ 56,000.00	\$ -
36	WUD-2	BONDS AND INSURANCE (Water)	LS	1	\$ 8,277.27	\$ 8,277.27	\$ 19,000.00	\$ 19,000.00		\$ 19,000.00	\$ -
37	WUD-3	RECORD DRAWINGS	LS	1	\$ 15,726.81	\$ 15,726.81	\$ 11,200.00	\$ 11,200.00		\$ 11,200.00	\$ -
38	WUD-4	MAINTENANCE OF TRAFFIC (Water)	LS	1	\$ 5,062.62	\$ 5,062.62	\$ 53,800.00	\$ 53,800.00		\$ 53,800.00	\$ -
39	WUD-5	FURNISH AND INSTALL NEW WATER SERVICE TO EXISTING METERS	EA	12	\$ 4,299.17	\$ 51,590.04	\$ 2,912.00	\$ 34,944.00		\$ 34,944.00	\$ -
40	WUD-6	FURNISH AND INSTALL NEW WATER SERVICE PIPE & WATER METER WITH BOX (SINGLE)	EA	3	\$ 5,557.71	\$ 16,673.13	\$ 2,800.00	\$ 8,400.00		\$ 8,400.00	\$ -
41	WUD-7	FURNISH AND INSTALL NEW WATER SERVICE PIPE & WATER METER WITH BOX (DUAL)	EA	10	\$ 6,312.29	\$ 63,122.90	\$ 3,136.00	\$ 31,360.00		\$ 31,360.00	\$ -
42	WUD-8	FURNISH AND INSTALL NEW WATER SERVICE PIPE & WATER METER WITH BOX (MULTIPLE)	EA	1	\$ 6,918.09	\$ 6,918.09	\$ 3,360.00	\$ 3,360.00		\$ 3,360.00	\$ -
43	WUD-9	FURNISH AND INSTALL 6" DUCTILE IRON WM	LF	200	\$ 120.20	\$ 24,040.00	\$ 67.20	\$ 13,440.00		\$ 13,440.00	\$ -
44	WUD-10	FURNISH AND INSTALL 8" DUCTILE IRON WM	LF	1350	\$ 125.03	\$ 168,790.50	\$ 84.00	\$ 113,400.00		\$ 113,400.00	\$ -
45	WUD-11	FURNISH AND INSTALL 6" GATE VALVE & VALVE BOX	EA	9	\$ 4,858.03	\$ 43,722.27	\$ 1,288.00	\$ 11,592.00		\$ 11,592.00	\$ -
46	WUD-12	FURNISH AND INSTALL 8" GATE VALVE & VALVE BOX	EA	9	\$ 6,115.67	\$ 55,041.03	\$ 1,680.00	\$ 15,120.00		\$ 15,120.00	\$ -
47	WUD-13	FIRE HYDRANT ASSEMBLY WITH CAPTIVATOR CAPS, 6" GATE VALVE & ANCHOR TEE ASSEMBLY & 10-FT OF 6"R.I. DIP	EA	2	\$ 12,795.37	\$ 25,590.74	\$ 5,600.00	\$ 11,200.00		\$ 11,200.00	\$ -
48	WUD-14	6" SINGLE LINESTOP (FOR PVC/DIP/CP/AIC)	EA	3	\$ 9,634.74	\$ 28,904.22	\$ 2,576.00	\$ 7,728.00		\$ 7,728.00	\$ -
49	WUD-15	CONNECT TO EXISTING WATER MAIN (JOIN TO RESTRAINT FOR EXISTING PIPE TO BE INCLUDED)	EA	5	\$ 4,492.80	\$ 22,464.00	\$ 3,248.00	\$ 16,240.00		\$ 16,240.00	\$ -
50	WUD-16	SAMPLE POINT OF FIRE HYDRANT	EA	2	\$ 279.81	\$ 559.62	\$ 1,680.00	\$ 3,360.00		\$ 3,360.00	\$ -
51	WUD-17	SAMPLE POINT WITH DOUBLE STRAP SADDLE & CORPORATION STOP	EA	2	\$ 1,586.26	\$ 3,172.52	\$ 2,016.00	\$ 4,032.00		\$ 4,032.00	\$ -
52	WUD-18	ABANDON UTILITIES IN PLACE	LF	1300	\$ 12.90	\$ 16,770.00	\$ 33.60	\$ 43,680.00		\$ 43,680.00	\$ -
53	WUD-19	REMOVE EXISTING WATER MAIN	LS	1	\$ 16,170.52	\$ 16,170.52	\$ 84,000.00	\$ 84,000.00		\$ 84,000.00	\$ -
54	WUD-20	ADDITIONAL DUCTILE IRON FITTING AND ACCESSORIES FOR SEWER LATERAL CONFLICTS	TN	1	\$ 62,758.02	\$ 62,758.02	\$ 50,400.00	\$ 50,400.00		\$ 50,400.00	\$ -
55	WUD-21	GRAVITY SEWER MANHOLE ADJUSTMENT, FRAME, COVER & INFLOW PROTECTOR	EA	5	\$ 1,063.50	\$ 5,317.50	\$ 4,144.00	\$ 20,720.00		\$ 20,720.00	\$ -
56	WUD-22	REPLACEMENT OF DEFECTIVE SANITARY SEWER LATERALS	EA	16	\$ 2,265.68	\$ 36,250.88	\$ 4,256.00	\$ 68,096.00		\$ 68,096.00	\$ -
57	WUD-23	CLEANOUT RELOCATION/INSTALLTION	EA	4	\$ 1,361.08	\$ 5,444.32	\$ 2,800.00	\$ 11,200.00		\$ 11,200.00	\$ -
58	WUD-24	REMOVAL OF UNSUITABLE MATERIAL BELOW PIPE BEDDING AND REPLACEMENT WITH CLEAN FILL	CY	350	\$ 77.19	\$ 27,016.50	\$ 168.00	\$ 58,800.00		\$ 58,800.00	\$ -
59	WUD-25	24" THICK ROAD BASE	SY	500	\$ 64.61	\$ 32,305.00	\$ 89.60	\$ 44,800.00		\$ 44,800.00	\$ -
60	WUD-26	TEMPORARY ASPHALT SURFACE	SY	500	\$ 30.37	\$ 15,185.00	\$ 134.40	\$ 67,200.00		\$ 67,200.00	\$ -
61	WUD-27	SOD REPLACEMENT AND RESTORATION	LS	1	\$ 4,519.09	\$ 4,519.09	\$ 84,000.00	\$ 84,000.00		\$ 84,000.00	\$ -
		Project (2) NW 10th Avenue PBCWUD Water Main Replacement From MLK Blvd. to NW 2nd Street SUBTOTAL				\$ 785,567.57		\$ 947,072.00	\$ 947,072.00		\$ -
		BID TOTAL AMOUNT (Project (1) + Project (2))				\$ 2,111,339.30		\$ 2,087,040.21	\$ 2,085,021.91		\$ -
Corrected Bid Item AmountsXXXXXX Calculation Error in Original Bid ItemsXXXXXX Original Bid Total Amount with No ErrorsXXXXXX BID TOTAL AMOUNT (Project (1) + Project (2) from Bid Form) \$ 2,111,339.30 \$ 2,087,040.21 \$ 2,085,021.91 Yellow background means bid item amounts are incorrect. Green or white background indicates correct bid item amounts submitted Written Bid \$ 2,111,339.30 \$ 2,085,021.91 \$ 2,085,021.91 Are Bid Documents Complete?Yes No, because Bid Bond was not submitted. Only letter provided from SMG's Bond company, Acrisure, indicating bid bond application pending. However, City's Procurement will not accept bid without Bid Bond or security. Bid Qualified (Yes/No)YesNo BID RANK1N/A as Not Qualified Lowest Responsive Bidder Recommended for ITB2024-06 Contract Award is Huurr Homes, LLC Reviewed by Mark Drummond, PE, and Jennifer Prettel, PE, of CSolutions for PBCWUD. Final Review and Tabulation on December 23, 2024 by Mohan Thampi, PE assisted by Rolando Alvarez, EI, Diana Soccregut, and Thomas Cuesta, EI, of CAP Engineering, Inc.											

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FPN: <u>448101-1-54-02</u>	Fund: <u>SCRC</u> Org Code: <u>55043010404</u>	FLAIR Category: <u>088862</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>93</u>	Contract No: <u>G3B83</u>	Vendor No: <u>F-596-000-429</u>

April 25, 2025

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____,
 (This date to be entered by DOT only)
 by and between the State of Florida Department of Transportation, ("Department"), and City of South Bay, ("Recipient").
 The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and *(select the applicable statutory authority for the program(s) below)*:
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in The Construction of NW 10th Avenue from MLK Jr. Blvd. to NW 2nd Street, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
 - a. The estimated cost of the Project is \$2,111,339.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$833,097.00 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

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payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

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which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

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commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that are not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

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performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

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- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
 Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, FL 32399-0405
 Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
 Local Government Audits/342
 111 West Madison Street, Room 401
 Tallahassee, FL 32399-1450
 Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- 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 in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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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.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. Exhibits A, B, D, F, H, and J are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, Exhibit "C", Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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- c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

*Exhibit K: Advance Project Reimbursement

*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

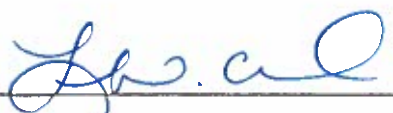
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY

City of South Bay

By: 
 Print Name: Leondrae D. Camel
 Title: City Manager

As approved by the Board on:

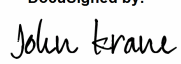

 Attest: 

Legal Review:

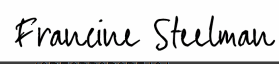

 City Attorney

FDOT

State of Florida, Department of Transportation

DocuSigned by:
 By: 
 A534C9FDF7984A5...
 Print Name: John Krane, P.E.
 Title: Director of Transportation Development
 Date: 04/25/2025 | 5:54 PM EDT

Legal Review:

Signed by:
 By: 
 43DE6BB3D3BF464...
 Print Name: Francine Steelman
 Title: Interim Chief Counsel, District Four

See attached Encumbrance Form for date of funding approval by Comptroller

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 448101-1-54-02

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
CITY OF SOUTH BAY (the Recipient)

PROJECT LOCATION:☐ The project is on the National Highway System.☐ The project is on the State Highway System.**PROJECT LENGTH AND MILE POST LIMITS: .247 MILES (MP 0.252 TO MP 0.4999)**

PROJECT DESCRIPTION: This project includes reconstruction of the existing two-lane undivided roadway by replacing the existing base, installing a geogrid system, and placing new asphalt over it. The existing curb and gutter will be replaced to match the modified longitudinal profile, and the existing concrete sidewalk replaced to comply with minimum width and cross slope ADA standards. This project will also include driveway and sodding harmonization to complement the roadway reconstruction. The existing sidewalk will be replaced, and curb ramps upgraded to comply with ADA minimum standards. Detectable warning surfaces shall be provided at the curb ramp locations. This project will also include upgrading signing and pavement markings to meet MUTCD standards and drainage upgrades because of the roadway reconstruction.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction to be completed by December 31, 2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Recipient will not be able to proceed with the actual construction of the project, until the Department provides the Recipient with a Notice to Proceed (NTP).

Exhibit A Deliverables
FM# 448101-1-54-02
NW 10th AVENUE FROM MLK JR BLVD TO US HIGHWAY 27

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY
101-1	MOBILIZATION (Road Improvements)	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-10-3	SEDIMENT BARRIER	LF	2030
104-18	INLET PROTECTION	EA	9
**107-1	LITTER REMOVAL	AC	0.8
**107-2	MOWING	AC	0.8
110-1-1	CLEARING AND GRUBBING	LS/AC	1
110-7-1	MAILBOX, F&I SINGLE	EA	10
145-2	GEOSYNTHETIC REINFORCED FOUNDATION OVER SOFT SOIL (GEOGRID)	SY	9370
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	SY	965
285-70-9	OPTIONAL BASE GROUP 09	SY	4763
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	505
425-5	STORM SEWER MANHOLE, ADJUST	EA	2
425-1-205	CURB INLET, TYPE 9, PARTIAL CAST IRON TOP INLET AND GRATE	EA	9
430-94-1	DESILT PIPE, 0-24"	LF	1186
430-174-118	PIPE CULVERT OPTIONAL MATERIAL, ROUND 12" SD	LF	53
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	2694
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1254
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	735
527-2	DETECTABLE WARNINGS	SF	95
550-10-120	FENCING, TYPE A, 0.0-6.0', STANDARD	LF	91
550-60-133	FENCE GATE, TYPE A, SLIDING/CANTILEVER, 12.1-18' OPENING	EA	1
570-1-2	PERFORMANCE TURF, SOD	SY	1119
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	8
700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	13
700-1-60	SINGLE POST SIGN, REMOVE	EA	13
706-1-3	RAISED PAVEMENT MARKERS, TYPE B	EA	53
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	529
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID 24"	LF	83
711-15-101	THERMOPLASTIC, STANDARD-OP, WHITE, SOLID, 6"	GM	0.55
711-15-201	THERMOPLASTIC, STANDARD-OP, YELLOW, SOLID 6"	GM	0.09
711-15-231	THERMOPLASTIC, STANDARD-OP, YELLOW, SKIP 6"	GM	0.21
	SPEED HUMPS	EA	2

**WUD-1	MOBILIZATION (Water)	LS	1
**WUD-2	BONDS AND INSURANCE (Water)	LS	1
**WUD-3	RECORD DRAWINGS	LS	1
**WUD-4	MAINTENANCE OF TRAFFIC (Water)	LS	1
**WUD-5	FURNISH AND INSTALL NEW WATER SERVICE TO EXISTING METERS	EA	12
**WUD-6	FURNISH AND INSTALL NEW WATER SERVICE PIPE & WATER METER WITH BOX (SINGLE)	EA	3
**WUD-7	FURNISH AND INSTALL NEW WATER SERVICE PIPE & WATER METER WITH BOX (DUAL)	EA	10
**WUD-8	FURNISH AND INSTALL NEW WATER SERVICE PIPE & WATER METER WITH BOX (MULTIPLE)	EA	1
**WUD-9	FURNISH AND INSTALL 6" DUCTILE IRON WM	LF	200
**WUD-10	FURNISH AND INSTALL 8" DUCTILE IRON WM	LF	1350
**WUD-11	FURNISH AND INSTALL 6" GATE VALVE & VALVE BOX	EA	9
**WUD-12	FURNISH AND INSTALL 8" GATE VALVE & VALVE BOX	EA	9
**WUD-13	FIRE HYDRANT ASSEMBLY WITH CAPTIVATOR CAPS, 6" GATE VALVE & ANCHOR TEE ASSEMBLY & 10-FT OF 6" R.J. DIP	EA	2
**WUD-14	6" SINGLE LINESTOP (FOR PVC/DIP/CIP/AIC)	EA	3
**WUD-15	CONNECT TO EXISTING WATER MAIN (JOIN TO RESTRAINT FOR EXISTING PIPE TO BE INCLUDED)	EA	5
**WUD-16	SAMPLE POINT OF FIRE HYDRANT	EA	2
**WUD-17	SAMPLE POINT WITH DOUBLE STRAP SADDLE & CORPORATION STOP	EA	2
**WUD-18	ABANDON UTILITIES IN PLACE	LF	1300
**WUD-19	REMOVE EXISTING WATER MAIN	LS	1
**WUD-20	ADDITIONAL DUCTILE IRON FITTING AND ACCESSORIES FOR SEWER LATERAL CONFLICTS	TN	1
**WUD-21	GRAVITY SEWER MANHOLE ADJUSTMENT, FRAME, COVER & INFLOW PROTECTOR	EA	5
**WUD-22	REPLACEMENT OF DEFECTIVE SANITARY SEWER LATERALS	EA	16
**WUD-23	CLEANOUT RELOCATION/INSTALLTION	EA	4
**WUD-24	REMOVAL OF UNSUITABLE MATERIAL BELOW PIPE BEDDING AND REPLACEMENT WITH CLEAN FILL	CY	350
**WUD-25	24" THICK ROAD BASE	SY	500
**WUD-26	TEMPORARY ASPHALT SURFACE	SY	500
**WUD-27	SOD REPLACEMENT AND RESTORATION	LS	1

** Non-Participating Items

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: CITY OF SOUTH BAY 335 SW 2 nd Avenue South Bay, Florida 33493		FINANCIAL PROJECT NUMBER: 448101-1-54-02			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase : 54 Construction)	Maximum Department Participation (Small County Outreach Program)	\$2,111,340.00	\$1,278,243.00	\$833,097.00	☐ In-Kind ☒ Cash
FY: 2025	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Cost		\$2,111,340.00 %	\$1,278,243.00 %	\$833,097.00 %	
TOTAL COST OF THE PROJECT		\$2,111,340.00	\$1,278,243.00	\$833,097.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Jason Nwamah
District Grant Manager Name

DocuSigned by:
Jason Nwamah 04/25/2025 | 6:19 PM EDT
Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
 Between
 THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
 and CITY OF SOUTH BAY

PROJECT DESCRIPTION: The Construction of NW 10th Avenue from MLK Jr. Blvd. to NW 2nd Street.

FPID#: 448101-1-54-02

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
 Name: _____
 Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

SEAL: By: _____ P.E.
 Name: _____
 Date: _____

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION 15-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SMALL COUNTY OUTREACH PROGRAM STATE-FUNDED GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SOUTH BAY FOR DESIGN, CONSTRUCTION, CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES ALONG NW 10TH AVENUE FROM MLK JR. BLVD. TO NW 2ND STREET; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation ("FDOT"), has created the Small County Outreach Program ("SCOP") pursuant to Section 339.2818, Florida Statutes, for the purpose of offering funding assistance to resurface or reconstruct roadways within small counties and municipalities encompassing rural areas of critical concern; and

WHEREAS, the City of South Bay ("City") has received grant monies from FDOT in a maximum amount of Eight Hundred Thirty-Three Thousand Ninety-Seven Dollars and 00/100 (\$833,097.00) through a State-Funded Grant Agreement for Design, Construction, Construction Engineering Inspection (CEI) Services along NW 10th Avenue from MLK Jr. Blvd. to NW 2nd Street; and

WHEREAS, the total estimated cost of the project is Two Million One Hundred Eleven Thousand Three Hundred Thirty-Nine Dollars and 00/100 (\$2,111,339.00); and

WHEREAS, the scope of work consists of the following: reconstruction of the existing two-lane undivided roadway by replacing the existing base, installing a geogrid system, and placing new asphalt over it. The existing curb and gutter will be replaced to match the modified longitudinal profile and the existing concrete sidewalk replaced to comply with minimum width and cross slope ADA standards; and

WHEREAS, this project will also include driveway and sodding harmonization to compliment the roadway reconstruction. The existing sidewalk will be replaced, and curb

ramps upgraded to comply with ADA minimum standards. Detectable warning surfaces shall be provided at the curb ramp locations. This project will also include upgrading signage and pavement markings to meet MUTCD standards and drainage upgrades as a consequence of the roadway reconstruction; and

WHEREAS, the City Commission of the City of South Bay finds that authorizing the City Manager to execute a Small County Outreach Program State-Funded Grant Agreement for Design, Construction, Construction Engineering Inspection (CEI) Services along NW 10th Avenue from MLK Jr. Blvd. to NW 2nd Street is in the best interest of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. **Adoption of Representations.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. **Authorization of City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager to execute a Small County Outreach Program State-Funded Grant Agreement between the Florida Department of Transportation and the City of South Bay for Design, Construction, CEI Services along NW 10th Avenue from MLK Jr. Blvd. to NW 2nd Street. The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. **Effective Date.** That this Resolution shall take effect immediately upon its passage and approval by the City Commission.

PASSED and ADOPTED this 15th day of April 2025.



Joe Kyles, Mayor

ATTEST:

By: V. Washington
Vicenta J. Washington, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week
Burnadette Norris-Week, P.A.
City Attorney

Moved by: Commissioner Polk

Seconded by: Commissioner Berry

VOTE:

Commissioner Berry	<u>✓</u> (Yes)	<u> </u> (No)
Commissioner King	<u>✓</u> (Yes)	<u> </u> (No)
Commissioner Polk	<u>✓</u> (Yes)	<u> </u> (No)
Vice-Mayor McKelvin	<u>✓</u> (Yes)	<u> </u> (No)
Mayor Kyles	<u>✓</u> (Yes)	<u> </u> (No)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).
2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.
3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.
4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.
5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).
6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation**State Project Title
and CSFA
Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
☒ Small County Outreach Program (SCOP), (CSFA 55.009)
☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
☐

***Award Amount:** \$833,097.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Jason.Nwamah@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G3B83
4/25/2025

CONTRACT INFORMATION

Contract:	G3B83
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF SOUTH BAY
Vendor ID:	F596000429002
Beginning Date of This Agreement:	04/30/2025
Ending Date of This Agreement:	12/31/2028
Contract Total/Budgetary Ceiling:	ct = \$833,097.00
Description:	The Construction of NW 10th Avenue from MLK Jr. Blvd. to NW2nd Street

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 4/25/2025

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55043010404
Expansion Option:	AN
Object Code:	751000
Amount:	\$833,097.00
Financial Project:	44810115402
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55150200
Category/Category Year:	085576/25
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$833,097.00

RESOLUTION 21-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING CHANGE ORDER NO. 01 PERTAINING TO THE SOUTH BAY S2 AREA DRAINAGE AND ROAD IMPROVEMENTS PROJECT AND AGREEMENT WITH HUURR HOMES, LLC ; AUTHORIZING EXECUTION OF THE AMENDMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay, Florida ("City") entered into an Agreement with Huurr Homes, LLC for the provision of S2 Area Drainage improvements within the City for amount of One Million Two Hundred Ninety-Eight Thousand Eight Hundred Fifty-Three Dollars and Ninety-Five Cents (\$1,298,853.95) on April 2, 2024; and

WHEREAS, Change Order No. 01 is necessary due to field changes encountered during construction and additional work requested by the City for manhole adjusting, which is to sawcut driveway in ROW, removal of manhole frame and grate, demolition of existing asphalt, regrading, reset and adjusting to frame and grate, regrading and asphalt driveway; and

WHEREAS, the cost for the additional work is Four Thousand Three Hundred Seventy-Five Dollars and Sixty-Eight Cents (\$4,375.68); and

WHEREAS, the City Commission finds that approving the proposed Change Order No. 01 pertaining to the South Bay S2 Area drainage and road improvement project and agreement with Huurr Homes LLC. is in the best interests of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Approval of Change Order. The City Commission of the City of South Bay hereby approves Change Order No. 01 pertaining to the South Bay S2 Area drainage and road improvement project and Agreement with Huurr Homes, LLC., and further authorizes the City Manager to execute the Amendment attached hereto as Exhibit "A".

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 20th day of May 2025.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Washington, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner King	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor McKelvin	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

RESOLUTION 16-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING THE AWARD OF INVITATION TO BID NO. 2023-03 TO HUURR HOMES, LLC FOR THE PROVISION OF S2 AREA DRAINAGE IMPROVEMENTS PURSUANT TO FDEP AGREEMENT NO. LP50102; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay, Florida ("City") is in need of S2 Area drainage improvements within the City limits; and

WHEREAS, Huurr Homes, LLC responded to an Invitation to Bid No. 2023-03, and was the lowest responsive and responsible bidder in the amount of One Million Two Hundred Ninety-Eight Thousand Eight Hundred Fifty-Three Dollars and 95/100 (\$1,298,853.95); and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to enter into the Agreement, attached hereto as Exhibit "A", with Huurr Homes LLC; and

WHEREAS, City Commission has determined that the S2 Area drainage improvements project is in the best interests of the residents of the City and authorizes the proper city officials to enter into an agreement for the provision of same.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Approval of Award of ITB; Authorization of City Manager. The City Commission of the City of South Bay hereby awards Invitation to Bid No. 2023-03 to Huurr Homes, LLC and further authorizes the City Manager to execute an Agreement between the City of South Bay and Huurr Homes, LLC consistent with the FDEP Agreement No. LP50102 Project as specified in Exhibit "A", attached hereto.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

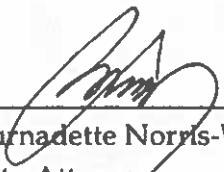
PASSED and ADOPTED this 2nd day of April 2024.


Joe Kyles Mayor

ATTEST:

By: 
Vicenta Del Bosquez, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**


Burnadette Norris-Week, P.A.
City Attorney

Moved by: Commissioner Berry

Seconded by: Commissioner Polk

VOTE:

Commissioner Berry	☒ (Yes)	☐ (No)
Commissioner McKelvin	☒ (Yes)	☐ (No)
Commissioner Polk	☒ (Yes)	☐ (No)
Commissioner King	☒ (Yes)	☐ (No)
Mayor Kyles	☒ (Yes)	☐ (No)

AGREEMENT

THIS IS AN AGREEMENT, dated the 2nd day of April, 2024, between:

CITY OF SOUTH BAY,
a Florida municipal corporation, hereinafter, "CITY,"

and

HUURR HOMES, LLC

a company, authorized to do business in the State of Florida,
hereinafter, "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 CITY in need for an independent contractor to conduct S2 Area drainage improvements within the city limits.
- 1.2 CITY desires to contract with a professional company with the knowledge and ability to perform the services sought.
- 1.3 CITY has accepted the proposal from CONTRACTOR in response to Invitation to Bid No. 2023-03 for S2 Area drainage improvements.
- 1.4 The City Commission of the City of South Bay authorizes the appropriate CITY officials to enter into an agreement with CONTRACTOR to render services related to the statement of work attached hereto as Exhibit "A" and set forth herein.

ARTICLE 2
STATEMENT OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in its Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A." Further, CONTRACTOR agrees to abide by and comply with all requirements of FDEP AGREEMENT NO. LP50102 between the Florida Department of Environmental Protection and the City of South Bay.

2.2 CONTRACTOR shall abide by all specifications outlined in its Proposal.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3
COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work upon the execution of this Agreement, which shall constitute the effective date.

ARTICLE 4
CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with its Proposal. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal made a part hereof as Exhibit "A" and in accordance with the prices set forth in Exhibit "A" attached hereto in the amount of One Million Two Hundred Ninety-Eight Thousand Eight Hundred Fifty-Three Dollars and 95/100 (\$1,298,853.95).

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for

any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.3 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be in accordance with the schedule set forth in Exhibit "A" hereto and the following conditions:

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate City Department. If services have been rendered in conformity with the Agreement, the invoice will be sent to the City's Finance Department for payment.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.

D. Final Invoice. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.4 Payment by the City of CONTRACTOR's final invoice and CONTRACTOR's acceptance of the final payment shall consist CONTRACTOR's waiver of all claims against the City related to or arising out of this Agreement.

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms

of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation
- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

5.6 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

5.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site and the City's equipment from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters, except in the event that the City fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the City liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the City may possess. The City specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
PERFORMANCE BOND

9.1 The performance bond required for this contract shall be ____ 0 ____ Dollars.

ARTICLE 10
CHANGES TO STATEMENT OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Statement of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement shall commence upon the effective date stated, and shall remain in effect for until the time set forth herein.

11.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

11.3 The parties contemplate that the Agreement will be for a period of one (1) month term, with one (1) one (1) month renewable term as may be agreed to by the parties.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement and all Exhibits attached hereto.

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that 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; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CH, 119, F.S. TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS AT:** (561) 996-6751, City Clerk, 335 SW 2nd Avenue, South Bay, FL 33493; sbcityclerk@southbaycity.com.

13.4 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of City.

13.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: Leondrae D. Camel, City Manager
 335 SW 2nd Avenue
 South Bay, FL 33493

Copy To: Burnadette Norris-Weeks, City Attorney
 Burnadette Norris-Weeks, P.A.
 401 North Avenue of the Arts (NW 7th Avenue)
 Fort Lauderdale, Florida 33311

CONTRACTOR: Jaime M Shlimbaum
Hurr Homes, LLC
2715 E. Oakland Park Blvd., Suite 100
Fort Lauderdale, FL. 33306

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with documents, attached as Exhibit "A" hereto, and as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

13.16 E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

13.17 Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determined that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

Contractor shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF SOUTH BAY

ATTEST:



Vicenta Del Bosquez, City Clerk

BY: 

Leondrae D. Camel, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

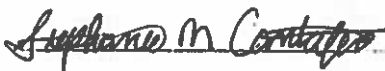


Burnadette Norris-Weeks, P.A.
City Attorney



CONTRACTOR

WITNESSES:



BY: 

Jaime M. Shlimbaum, Manager
Huurr Homes, LLC

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH) SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jaime Shlimbaum CEO of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of Huac Hotels for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 10 day of April, 2024.

Stephanie M. Cantafio
NOTARY PUBLIC

My Commission Expires: 12/06/2026

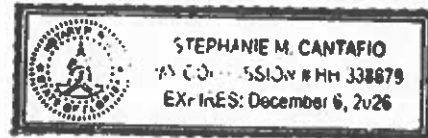


EXHIBIT "A"
(STATEMENT OF WORK, ARTICLES OR CORPORATION AND PHOTOS)

BID TABULATION (C**ITB No. 2023-03 - One contractor bids submitted by 10:00 AM on January 25,****PROJECT: ITB 2023-03 S2 Area Drainage Improvements Per FDEP Agreement No. LP50102, City of South**

ITEM	PAY ITEM	DESCRIPTION	UNITS
------	----------	-------------	-------

Project (1):S2 Area Drainage Improvement PAY ITEMS

1	101-1	MOBILIZATION	LS
2	102-1	MAINTENANCE OF TRAFFIC	LS
3	104-10-3	SEDIMENT BARRIER	LF
4	104-18	INLET PROTECTION	EA
5	110-1-1	CLEARING AND GRUBBING	LS
6	110-23	TREE REMOVAL	EA
7	425-1-521	INLET, STRUCTURE BOTTOM TYPE P WITH TYPE C INLET GRATE	EA
8	425-1-521A	MANHOLE, STRUCTURE BOTTOM TYPE P WITH TYPE 7 TOP	EA
9	425-100-38	WEIR BOX, DRAINAGE CONTROL STRUCTURE WITH GRATES	EA
10	430-174-118	PIPE CULVERT OPTIONAL MATERIAL ROUND, 18" SD	LF
11	430-174-124	PIPE CULVERT OPTIONAL MATERIAL ROUND, 24" SD	LF
12	430-524-100	STRAIGHT CONCRETE ENDWALL FOR OUTFALL, 24" DIA. OPENING	EA
13	430-982-129	OUTFALL, MITERED END SECTION, 24" DIA. CD	EA
14	443-70-3	FRENCH DRAIN, 18"	LF
15	443-70-4	FRENCH DRAIN, 24"	LF
16	530-1-100	RIP RAP, SAND CEMENT BAGS, OUTFALL	CY
17	530-3-3	RIP RAP RUBBLE, OUTFALL	CY
18	570-1-2	PERFORMANCE TURF, SOD	SY
19	160-4	TYPE B STABILIZATION	SY
20	285-70-9	OPTIONAL BASE GROUP 06 (LBR 100)	SY
21	327-70-7	MILLING EXIST. ASPHALT PAVEMENT, 1.5"	SY
22	334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN
23	425-5	MANHOLE, ADJUST	EA
24	706-1-3	RAISED PAVMENT MARKERS TYPE B	EA

25	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID 24"	LF
26	711-15-201	THERMOPLASTIC, STANDARD-OP, YELLOW, SOLID 6"	GM
27		RECORD DRAWING (As-builts)	LS
28		PRECONSTRUCTION VIDEO TAPING	LS
29		PRECONSTRUCTION SURVEY (FOR WATER AND SEWER LINE CONFLICT)	LS
		Project (1) S2 Area Drainage Improvements Subtotal	
Project (2):S2 Area Drainage Improvement Option A PAY ITEMS			
30	101-1	MOBILIZATION (Road Improvements)	LS
31	102-1	MAINTENANCE OF TRAFFIC (Road Improvements)	LS
32	110-1-1	CLEARING AND GRUBBING	LS
33	110-7-1	MAILBOX, F&I	EA
34	160-4	TYPE B STABILIZATION (LBR 40)	SY
35	285-70-9	OPTIONAL BASE GROUP 06 (LBR 100)	SY
36	327-70-7	MILLING EXIST. ASPHALT PAVEMENT, 1.5"	SY
37	334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN
38	425-5	MANHOLE, ADJUST	EA
39	425-6	WATER VALVE, ADJUST	EA
40	570-1-2	PERFORMANCE TURF, SOD	SY
41	706-1-3	RAISED PAVEMENT MARKERS, TYPE B	EA
42	710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS
43	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID 24"	LF
44	711-15-201	THERMOPLASTIC, STANDARD-OP, YELLOW, SOLID 6"	GM
		Project (2) S2 Area Drainage Improvements Option A Subtotal	
		BID TOTAL AMOUNT (Project (1) + Project (2))	
		BID TOTAL AMOUNT (Project (1) + Project (2) from Bid Form)	
		Written Bid	
		Bid Qualified (Yes/No)	

Draft as of February 7, 2024)

2024 at City Hall, City of South Bay, Florida. Tabulation is from Addendum #2 Bid Form

h Bay, Florida	Huurr Homes LLC 2105 Burris Road, Unit 4A Davle, FL 33314 Proposal #1		Huurr H 2105 Burris Road, U Propi
QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE
1	\$ 108,129.08	\$ 108,129.08	\$ 108,129.08
1	\$ 10,364.33	\$ 10,364.33	\$ 9,842.93
2,091	\$ 3.43	\$ 7,172.13	\$ 3.43
21	\$ 155.78	\$ 3,271.38	\$ 155.78
1	\$ 7,469.49	\$ 7,469.49	\$ 7,469.49
2	\$ 1,372.91	\$ 2,745.82	\$ 1,372.91
21	\$ 9,551.64	\$ 200,584.44	\$ 8,621.28
1	\$ 8,613.56	\$ 8,613.56	\$ 7,909.61
1	\$ 22,147.77	\$ 22,147.77	\$ 22,147.77
904	\$ 173.35	\$ 156,708.40	\$ 131.68
1521	\$ 208.10	\$ 316,520.10	\$ 140.97
1	\$ 40,746.44	\$ 40,746.44	\$ 27,311.29
1	\$ 4,063.82	\$ 4,063.82	\$ 2,968.53
330	\$ 333.11	\$ 109,926.30	\$ 281.82
380	\$ 387.09	\$ 147,094.20	\$ 312.01
2	\$ 673.25	\$ 1,346.50	\$
15.5	\$ 1,011.81	\$ 15,683.06	\$ 687.12
2090	\$ 18.32	\$ 38,288.80	\$ 16.56
428	\$ 31.36	\$ 13,422.08	\$ 20.97
428	\$ 54.70	\$ 23,411.60	\$ 42.05
2,574	\$ 12.63	\$ 32,509.62	\$ 10.28
352	\$ 257.49	\$ 90,636.48	\$ 253.63
2	\$ 317.19	\$ 634.38	\$ 305.27
32	\$ 23.90	\$ 764.80	\$ 23.90

63	\$ 25.49	\$ 1,605.87	\$ 25.49
0.07	\$ 33,652.00	\$ 2,355.64	\$ 33,652.00
1	\$ 10,356.92	\$ 10,356.92	\$ 9,967.78
1	\$ 2,641.83	\$ 2,641.83	\$ 2,641.83
1	\$ 60,643.75	\$ 60,643.75	\$ 10,000.00
		\$ 1,439,858.59	

1	\$ 9,560.65	\$ 9,560.65	\$ -
1	\$ 3,096.17	\$ 3,096.17	\$ 605.11
1	\$ 6,225.96	\$ 6,225.96	\$ 6,225.96
1	\$ 375.64	\$ 375.64	\$ 375.64
386	\$ 33.43	\$ 12,903.98	\$ 20.97
347	\$ 54.61	\$ 18,949.67	\$ 42.05
2,790	\$ 12.63	\$ 35,237.70	\$ 10.27
345	\$ 257.49	\$ 88,834.05	\$ 253.46
6	\$ 317.03	\$ 1,902.18	\$ 305.12
2	\$ 592.59	\$ 1,185.18	\$ 570.32
92	\$ 18.31	\$ 1,684.52	\$ 16.56
2	\$ 23.90	\$ 47.80	\$ 23.90
1	\$ 3,505.42	\$ 3,505.42	\$ 3,505.42
46.00	\$ 25.49	\$ 1,172.54	\$ 25.49
0.08	\$ 33,652.13	\$ 2,692.17	\$ 33,652.13
		\$ 187,373.63	
		\$ 1,627,232.22	

\$ 1,627,232.22

\$ 1,627,232.22

Yes

n issued on 1/17/2024

James LLC
 4A Davie, FL 33314
 psal #2

AMOUNT	COMMENTS
	INITIAL NOTES: ** City allows the contractor to dump excavated and removed material within the area of the Job Site
\$ 108,129.08	
\$ 9,842.93	MOT Re-Designed for the project
\$ 7,172.13	
\$ 3,271.38	
\$ 7,469.49	
\$ 2,745.82	
\$ 181,046.88	Type C Structure must be considered for the 21 locations
\$ 7,909.61	Structure Price change as pipe inverts are adjusted up.
\$ 22,147.77	
\$ 119,038.72	The Excavation Depth will not be greater than 3 FT
\$ 214,415.37	The Excavation Depth will not be greater than 3 FT
\$ 27,311.29	Means and methods adjusted for Cast-In-Place Endwall
\$ 2,968.53	Means and methods adjusted for Cast-In-Place Mitered End Section
\$ 93,000.60	Excavation Depth changed from 10 FT Deep to 8 FT Deep
\$ 118,563.80	Excavation Depth changed from 10 FT Deep to 8 FT Deep
\$ -	Rip Rap Sand Cement Bags item removed as it is not necessary to use them at the detailed location
\$ 10,650.36	Changes in Means and Methods
\$ 34,610.40	Changes in Means and Methods
\$ 8,975.16	Changes in Means and Methods
\$ 17,997.40	Changes in Means and Methods
\$ 26,460.72	Changes in Means and Methods
\$ 89,277.76	Changes in Means and Methods
\$ 610.54	Changes in Means and Methods
\$ 764.80	

\$	1,605.87	
\$	2,355.64	
\$	9,967.78	Changes in Means and Methods
\$	2,641.83	
\$	10,000.00	Based on the elevation increase in the main pipes, the crossings with existing pipes will be majorly resolved
\$	1,140,951.66	
\$	-	The item has been removed as Huurr Homes will be mobilized at the job site during this section. The cost of mobilization has already been accounted for in the initial item.
\$	605.11	
\$	6,225.96	
\$	375.64	
\$	8,094.42	Changes in Means and Methods
\$	14,591.35	Changes in Means and Methods
\$	28,653.30	Changes in Means and Methods
\$	87,443.70	Changes in Means and Methods
\$	1,830.72	Changes in Means and Methods
\$	1,140.64	Changes in Means and Methods
\$	1,523.52	Changes in Means and Methods
\$	47.80	
\$	3,505.42	
\$	1,172.54	
\$	2,692.17	
\$	157,902.29	
\$	1,298,853.95	



CITY OF SOUTH BAY
335 SW 2nd Ave, South Bay, FL 33493
CHANGE ORDER NO. 1

Page 1 of 5

City Agreement No. ITB 2023-03 Change Order No. 1 Date 4/10/2025

Project Name: SOUTH BAY S2 AREA DRAINAGE & ROAD IMPROVEMENTS

Contractor: HUURR HOMES, LLC, 2705 Burris Road, Unit 4A, Davie, FL 33314

DESCRIPTION OF WORK: City of South Bay S2 Area Drainage Improvements per FDEP Agreement No. LP50102, ITB 2023-03" is a project partly funded under DEP Grant Agreement LP50102. The S2 Drainage Area Improvements is located in the south east quadrant of the City of South Bay, bounded by SR 80 (also known as East Palm Beach Road) on the north, WFWMD Canal on the east, SE 4th St on the South and SE 1st Ave. on the west, which is located within the City of South Bay in Palm Beach County. The 2015 Glades Regional Master Plan by Palm Beach County identified this S2 Area for drainage improvements with designs for a new stormwater collection system both using pipes and inlets. This project provide improvements to the storm water drainage system within the S2 Area of South Bay. Huurr Homes, LLC Inc. was awarded the construction contract and given the notice to proceed on June 3, 2024 with a completion date of April 28, 2025. The construction is complete and accepted. Two change order tasks were identified for final contract closure where there is no time extension requested. The final amount for the additional work which is described as follows:

1. **Final Change Order No. 1 Tasks:** The following two final change order tasks were submitted by Huurr Homes, LLC which were reviewed and negotiated (see attached) and are summarized as follows:
 - (a) Task CO#1 dated 8/6/24 is for field changes encountered during construction which are: 1) Hiring Chipping Hammer for shallower hardpan caprock encountered; 2) replacing 402 LF of 18" HDPE with 12" HDPE resulting in credit; 3) replacing two drainage 18" inlet structures with 12" inlet structures resulting in credit. The net result in the Huurr's breakdown attached is a **net zero amount change of \$0.00**.
 - (b) Task CO#2 dated 1/7/25 is for additional work requested by City for manhole adjusting which is to sawcut driveway in ROW, remove manhole frame and grate, demolish existing asphalt, regrade, reset and adjust frame and grate, regrade and asphalt driveway. Huurr's breakdown attached indicates a **cost increase of \$4,375.68**.

CITY APPROVAL: South Bay City Manager requests the City Commission to approve this final change order for closing out this contract for additional amount indicated below

CONSTRUCTION AMOUNT CONTRACTED CURRENTLY: \$1,298,853.95

TOTAL INCREASE IN COST for Change Order No. 1: \$4,375.68

REVISED TOTAL COST OF CONTRACT PER CHANGE ORDER NO. 1: \$1,303,229.63

TIME: A Notice to Proceed to the Contractor for the work was first issued on June 3, 2024, with a current final completion date of April 28, 2025. No time extension is requested or required to closeout the contract with this final change order.

The City and the Contractor agree that the ITB2023-03 Change Order No. 1 sum agreed to in this document constitutes full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit, and delay relating to the issues set forth in this document.

Contractor

Printed Name: Ms. Jaime M. Shlimbaum

Title: CEO, Huurr Homes, LLC

Date: 4/10/25

City Engineer

Printed Name: Mr. Mohan V. Thampi

Title: City Engineer

Date: 4/11/25

City Signature

Printed Name: Mr. Leondrae Camel

Title: City Manager – City of South Bay

Date: _____

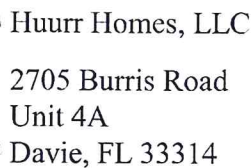


Change Order

Date	Change Order #
8/6/2024	3376

Phone #	(954)270-1121
Name / Address	City of South Bay 335 SW 2nd Ave South Bay, FL 33493

			Project
			24-13376 12" Pipe C...
Description	Qty	Rate	Total
Project: 24-13376 City of South Bay - S2 Area Drainage Area Improvements			0.00
Scope: This Change Order has been considered additional to the original contract due to the existing Fiber Optics wires and boxes found at the time of Hurr Homes explorations from Structure 4 to Structure 6. As there is no record of the contractor who installed this fiber optics, the dig tickets explorations were not able to locate these fiber optics. Due to this unforeseen condition, the ENOR has suggested the option of installing a 12" drainage pipe instead of the proposed 18" pipe and inline drains have been proposed.			
Location: SE 3rd Ave, Between SE 1st St. and SE 3rd St., South Bay, FL			
Drainage Section			0.00
ADDITIONAL TO CONTRACT Chipping Hammer to Demo Existing Cap Rock	1	8,281.88	8,281.88
ADDITIONAL TO CONTRACT - 12" HDPE Drainage Pipe; Qty per LF	402	121.45	48,822.90
ADDITIONAL TO CONTRACT - 15" Integrated Ductile Iron Frame and Grate, includes 3' x 3' Concrete Collar 6" thick, 15" x 12" Adapter from the frame and grate to the drainage main and 12" HDPE Drainage Pipe and required 12" fittings for each inlet ; QTY Each	2	6,536.57	13,073.14
CREDIT - ITEM 7 - 425-1-521 - Inlet, Structure bottom type P with Type C Inlet Grate; Unit / EA	-2	8,621.28	-17,242.56
CREDIT - ITEM 10 - 18" HDPE Pipe; Unit / LF	-402	131.68	-52,935.36
Please sign below in agreement with above terms Authorized Signature and Date Print		Total	



Date	Change Order #
8/6/2024	3376

Phone #	(954)270-1121
Name / Address	
City of South Bay 335 SW 2nd Ave South Bay, FL 33493	

Project
24-13376 12" Pipe C...

Description	Qty	Rate	Total
Exclusions Sections			0.00
Exclusions.		0.00	0.00
1. All Surveying			
2. Unforeseen soil conditions			
3. All Permit Fees			
4. Excluding all damages to unmarked conduits			
5. All Testing			
All materials guaranteed to be completely installed in a workman like manner according to standard practices. Any alteration from terms above will involve extra costs. New work will be executed only upon written and signed Change Order. All agreements continged upon strikes, accidents or delays beyond our control. This estimate subject to acceptance within 30 Days and is void thereafter at the option of undersigned. In connection with any non-payment arising out of this proposal, Huurr Homes, LLC shall be entitled to recover all costs incurred, including attorney's fees for services rendered with any enforcement of breach of contract, including appellate proceeding and post judgment proceedings. This estimate shall constitute a contract between the parties when fully executed or added within a master agreement. The above prices, specification are hereby			0.00
Please sign below in agreement with above terms		Total \$0.00	
Authorized Signature and Date			
Print			

Naime M. Shukur
4/10/25



Change Order

Date	Change Order #
1/7/2025	3406

Phone #	(954)270-1121
---------	---------------

Name / Address
City of South Bay 335 SW 2nd Ave South Bay, FL 33493

Project
24-13406 South Bay...

Description	Qty	Rate	Total
Project: 24-13406 City of South Bay - S2 Area Drainage Area Improvements - Manhole Adjustment Change Order			
Scope: This Change Order includes the sawcut and demolition of the existing asphalt driveway, frame and grate adjustment and restoration.			
Sawcut Driveway Area to Remove Frame and Grate, Demo Existing Asphalt, and haul off-site for recycling; Qty SF	252	7.24	1,824.48
Frame and Grate Adjustment with Driveway Elevation; Qty Each	1	1,140.00	1,140.00
Asphalt Driveway Restoration; Qty SF	252	5.60	1,411.20

Please sign below in agreement with above terms
Authorized Signature and Date
Print

Total \$4,375.68

Naine M. Shukla
4/10/25



2705 Burris Road, Unit 4A
Davie, FL 33314
Phone: (954) 270-1121
Email: jaimc@huurrhomes.com

**City of South Bay
S2 Area Drainage Improvements**

MANHOLE ADJUSTMENT AT DRIVEWAY



RESOLUTION NO. 22-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY OF SOUTH BAY'S FINANCIAL PARTICIPATION WITH THE CITY OF BELLE GLADE'S FOURTH OF JULY EXTRAVAGANZA, TO BE HELD AT RODEO LAS PALMAS ON JULY FOURTH IN THE TOTAL AMOUNT OF FIVE THOUSAND DOLLARS (\$5,000.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") is in close proximity to the City of Belle Glade, and many of the residents of the neighboring cities frequent activities in both cities, especially on holidays; and

WHEREAS, the City of Belle Glade will host a Fourth of July Extravaganza and is requesting that the City of South Bay make a financial commitment and invite South Bay residents to a community-wide July 4th Independence Day celebration with fireworks and other activities to be held at Rodeo Las Palmas in Belle Glade; and

WHEREAS, the City Manager has reviewed the City's budget and recommends that the City Commission authorize an expenditure of Five Thousand Dollars (\$5,000.00), as a financial commitment to support this area-wide event that would service both cities; and

WHEREAS, the City Commission of the City of South Bay deems the expenditure of these funds as in the best interest of the City of South Bay.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AS FOLLOWS

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorizing Expenditure and Participation. The City Commission of the City of South Bay hereby approves participation with the City of Belle Glade's Fourth of July Extravaganza and further authorizes the City Manager to make a financial commitment of Five Thousand (\$5,000.00) for the event, which will take place at Rodeo Las Palmas in Belle Glade.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 20th day of May 2025.

Joe Kyles, Mayor

ATTEST:

Vicenta Washington, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Commissioner King	_____ (Yes)	_____ (No)
Vice-Mayor McKelvin	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

City of Belle Glade/City of South Bay - 4th of July Extravaganza - Rodeo Las Palmas - 7.4.25

Expenses for Event Entertainment

Vendor	Total Price	Deposit	Remainder
Double K Rodeo Productions	\$ 31,100.00	\$ 15,550.00	
Bentley Entertainment	\$ 4,600.00	\$ 2,300.00	
Dr. Foolish (Host)	\$ 1,050.00	\$ 525.00	
Forever Yours VIP Décor Set Up	\$ 2,000.00	\$ 1,000.00	
DJ Clean	\$ 1,200.00	\$ 600.00	
Alegna fire LLc Band 1	\$ 1,350.00		
Radio Ad's	\$ 1,154.00		
PBSO Explorers	\$ 1,100.00		
.	\$ 3,500.00		
Obstacle Course	\$ 3,500.00		
Shirts	\$ 1,229.60		
Zambelli	\$ 20,000.00		
Dirt	\$ 11,200.00		
Gaming Truck	\$ 2,400.00		
	\$ 85,383.60	\$ 19,975.00	0

Other Expenses

Product	Amount
VIP Lanyards and 4x6 inserts (200)	
VIP Wristbands (500)	\$ 28.00
Print Hand Out	
Print Posters	
Food (Wings,Meatballs, Sandwich, Pasta Salad)	\$ 4,000.00
Cup Cakes	\$ 725.00
Cookies	\$ 500.00
Banana Pudding	\$ 300.00
Prize	\$ 525.00
Gift Card	\$ 200.00
Drinks (water, Soda, Juice) Hot Dogs & Buns	\$ 1,500.00
	\$ 93,161.60

Donations

Donors	Amounts
Bank of Belle Glade	\$ 10,000.00
Everglades Equipment Group	\$ 800.00
H.E. Hill Foundation	\$ 5,000.00
U.S. Sugar	\$ 5,000.00
Florida Crystals	\$ 7,500.00
Hand Foundation	\$ 10,000.00
City of Belle Budget LINE Item	\$ 15,000.00
	\$ 53,300.00

Off Set Cost

Total Cost	Funds Available
\$ 93,161.60	\$ 53,300.00
	\$ 39,861.60

ORDINANCE NO. 03-2025

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA, GRANTING PIVOTAL UTILITY HOLDINGS , INC., A NEW JERSEY CORPORATION, D/B/A FLORIDA CITY GAS, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE, AND IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; DECLARING THAT INVALIDITY OF ANY PORTION HEREOF SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FLORIDA CITY GAS; PROVIDING FOR AN EFFECTIVE DATE HEREOF AND FOR OTHER PURPOSES

WHEREAS, the City of South Bay, Florida ("City") desires to grant a non-exclusive franchise with Florida City Gas ("FCG") for permitting the construction, maintenance and operation of gas facilitates within the City; and

WHEREAS, FCG is willing and capable of providing and undertaking the installation and operation of its gas systems under a franchise agreement with the City; and

WHEREAS, the City Commission of the City of South Bay desires to execute an agreement between the City and FCG and deems it necessary and in the best interests of the residents of the City.

NOW, THEREFORE, be it obtained by the City Commission of the City of South Bay, Florida;

Section 1. Definitions:

- (a) "City" shall mean City of South Bay, a municipality of the State of Florida.
- (b) "Franchise" shall mean this Agreement and the rights granted to Franchisee hereunder.
- (c) "Franchisee" shall mean Pivotal Utility Holdings, a New Jersey corporation d/b/a Florida City Gas, and its successors and approved assigns.
- (d) "Gas System Facilities" or "Facilities" shall mean and include, but not limited to gas mains, pipes, supply pipes, conduits, ducts, service connections,

- manholes, regulators, drip pots, control devices and any other hardware or other appurtenances used as a means of conveying, distributing or selling natural gas for the purpose of supplying natural gas to the meter of the Customer, constructed both prior to and during the term of this Agreement.
- (e) "Customers" shall mean all residences, business, governmental entities, and industrial establishments within the City purchasing natural gas from Franchisee.
 - (f) "FPSC" shall mean the Florida Public Service Commission or its successor agency or agencies.
 - (g) "Franchise Fee" shall mean the fees described in Section 8 of this agreement.
 - (h) "Gross Revenues" shall mean any revenues recognized in accordance with General Accepted Accounting Procedures (GAAP) derived from the service charges, energy charges (including ECCR factor charges, CRA factor charges and margins and/or surcharges and any other energy-based charges approved for billing Customers by the FPSC) and, for customers who purchase gas from Franchisee, gas charges and discounts are defined in Franchisee's tariffs for both transportation Customers of Franchise and Consumers purchasing gas from Franchisee. Gross Revenues shall not include any taxes or other governmental fees and charges which are paid to tax authorities Gross Revenues shall not include bad debt, uncollectable accounts, interest, returned check charges, late fees, connection, re-connection disconnection, convenience fees and any other miscellaneous charges related to account changes and updates as well as any revenue derived from appliance leasing and any warrantee and repair plan activity derived from appliance leasing.
 - (i) "Natural Gas" shall mean natural gas in a gaseous state unmixed or a mixture of natural and artificial gas, whether manufactured, "landfill" or otherwise.
 - (j) "Uncollectible Accounts" shall mean any account which has been closed.

Section 2. Franchise

The City hereby grants to the Franchisee, and the Franchisee hereby accepts, the non-exclusive right, privilege and franchise, for the period of thirty (30) years from the effective date hereof, to construct, maintain and operate only Gas System Facilities in, under, upon, over and across the present and future streets, alleys, bridges, easements and other public rights-of-way within the city. The Franchisee shall construct, maintain and operate Gas System Facilities in accordance with established industry practices, and applicable federal, state and local law, including the orders, rules and regulations of the FPSC or any other regulatory body having jurisdiction over the Franchisee and, to the extent permitted by law, the City's installation, maintenance and operation standards in respect of natural gas.

The City acknowledges that the rates, fees, and charges that Franchisee charges its customers are determined by the FPSC.

This grant of authority to Franchisee is strictly limited to the provision of natural gas services only. It is explicitly recognized that this Franchise does not limit the Franchisee's ability to operate a liquefied petroleum (commonly referred to as LP gas, bottled gas, or propane) business within the city, similar to any other liquefied petroleum business, nor does it limit the City's ability to assess a franchise fee upon the liquified petroleum business within the limits permitted under Florida law.

Franchisee may, without obtaining the City's consent, pledge this Franchise and/or the facilities as security.

Section 3. Use and Maintenance of Public Rights-of-Way

Franchisee's Gas System Facilities shall be located or relocated and so constructed as not to interfere with, including but not limited to, sanitary sewers, drainage systems, water pipes, electrical conduits, communication cables or other public utility service facilities, existing at the time of such location, relocation, or construction. The location or relocation of all Facilities shall be made after

Franchisee has received all applicable permits, approvals and permissions from the City and such other governmental entities as may be necessary, and the location(s) or relocation(s) shall be subject to the City's approval. In consideration for the Franchisee Fee paid under this Agreement, the Franchisee will not assess any permit fees associated with the installation, construction, repair, or maintenance of any Gas System Facilities within the public rights-of-way. In the event that Franchisee is acting in its proprietary function as a retail provider of gas equipment or appliances, Franchisee shall seek the appropriate permits from the City. Franchisee shall cooperate with the City at all times by providing timely and complete information regarding the location of its Facilities. Franchisee and City shall cooperate and coordinate their efforts to make the most efficient and economical use of the public rights-of-way and the Gas System Facilities.

If any street, highway, or avenue is to be paved by the City, the City shall give written notice to the Franchisee not less than ninety (90) days prior to the commencement of paving. Provided the Franchisee does not already have a main in the street, highway or revenue to provide natural gas service to the surrounding houses and other structures, Franchisee shall survey the surrounding houses and other structures to determine whether, in its sole discretion, construction of Gas System Facilities in the street, highway or avenue in question is economically feasible. Where such construction is determined to be economically feasible, the Franchisee shall construct such Gas System Facilities in the street, highway, or avenue in question prior to paving by the City. However, in the event the Franchisee believes that such construction may not be completed prior to City's planned paving schedule, the Parties will attempt to negotiate a revised paving schedule satisfactory to both Parties; provided, however, that if a delay in paving will cause additional expense to the City, or substantial inconvenience to the residents of the City, the City may proceed with its original paving schedule.

The Franchisee shall, at its own expense, replace, repair and restore in a timely manner any sidewalk, street, alley, pavement, water, sewer or other utility

line of appurtenance, soil, landscaping, dirt or other improvement, property or structure of any nature, that may be damaged or displaced by the Franchisee in the conduct of its operations, and shall, at a minimum, restore all property to a condition equivalent to the condition immediately prior to the work and/or changes made by the Franchisee. Franchisee shall take safety precautions to alert the public to work, which may include, but is not limited to, the use of barricades and signs.

The City shall not require the relocation of any of the Franchisee's Facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic.

Section 4. Insurance

The Franchisee, at all times during the exercise of its Franchise, shall carry general liability insurance in the amount of Five Million Dollars and No Cents (\$5,000,000.00) to indemnify any persons sustaining personal injury or property damage as a result of the maintenance of its Facilities in accordance with the terms of Section 7. INDEMNIFICATION hereof. The City shall be named as an additional insured. Notwithstanding the foregoing, the Franchisee may meet the minimum of insurance using, in part or whole, any combination of self-insurance and captive insurance. In the event Franchisee elects to meet the insurance minimum using, in part or whole, any combination of self0insurance or captive insurance, the Franchisee shall provide the City with documentation attesting to its qualified status.

Section 5. Accidents or Damages; Emergencies

The City shall not be liable or responsible in any manner whatsoever for any accident, personal injury, property damage or any claim or damage that may occur

in the course of the construction, operation or maintenance of any of its Facilities by Franchisee, and its employees, agents, contractors, and any third parties hired by Franchisee to perform any aspect of Franchisee's responsibilities under this Agreement, except for damages specifically caused by or arising out of the negligence, strict liability, intention torts or criminal acts of the City. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" as set forth in Section 768.28, Florida Statutes.

Section 6. Non-Competition by City

While this Franchise is non-exclusive, the City specifically agrees that it shall not, during the term of this grant, or any extensions thereof, engage in the business of distributing and selling gas in competition with the Franchisee, its successors or assigns.

Section 7. Indemnification

Franchisee shall indemnify, defend and hold harmless the City, its commission members, officers, agents and employees from and against any and all claims, suits, actions, regulatory or administrative proceedings (including reasonable attorney's fees, including appeals), liabilities and expenses arising during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity (collectively "Claims") caused by or arising out of Franchisee's negligence, intentional torts, strict liability, or breach of applicable law in connection with the construction, operation or maintenance of its Gas System Facilities with the City, except for Claims caused by or arising out of the negligence, strict liability, intentional torts, breach of applicable law or breach of this Agreement by the City. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of

“sovereign immunity” as set forth in Section 768.28, Florida Statutes. The provision of this Section shall survive the termination of this Agreement.

Section 8. Franchise Fee

Within sixty (60) days after the close of the first full billing month (payment for which shall include any prior partial month) following the effective date of this Franchise Agreement, and each month thereafter during the term Franchise Agreement, the Franchisee shall pay to the City a Franchise Fee which, when added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem property tax assessments on property) levied or imposed by the City against Franchisee’s property, business or operations and those of its subsidiaries, is equal to six percent (6%) of the Franchisee’s Gross Revenues, less any adjustments for Uncollectible Accounts, from the sale, transportation, distribution, or delivery of natural gas to Customers within the City. In the event any Uncollectible Account becomes collectible and/or is collected, an adjustment in amount due to the City shall be made in the next monthly payment.

Section 9. Accounts and Records; Rights to Audit

The City may, at its own expense, upon reasonable notice and within ninety (90) days after each anniversary date of this Franchise, examine the Franchisee’s records relating to the calculation of the franchise payment for the year preceding such anniversary date. Such an examination shall be during normal business hours at Franchisee’s office where such records are maintained. Records not prepared by Franchisee in the ordinary course of business or as required herein may be provided at the City’s expense and as the City and Franchisee may agree in writing. Information identifying Franchisee’s customers by name or their electric consumption shall not be taken from Franchisee’s records in accordance with this Section shall not be conducted by any third party employed or retained by the City

whose fee, as a whole or part, for conducting such an audit is contingent on findings of the audit. At the City's request no more than once annually, Franchisee will provide to the City an electronic version of a billing list of all Franchisee customer addresses within the incorporated areas of the city. The City will respect Franchisee's confidential documents. The City will be given access to confidential documents while on Franchisee premises but shall not remove those confidential documents from Franchisee premises unless expressly authorized to do so by Franchisee. Information related to this audit and likely to be deemed confidential by Franchisee includes, but is not limited to, nonpublic customer or customer account information, nonpublic policies and procedures, and any other nonpublic information that gives Franchisee an opportunity to gain an advantage over its competitors.

Section 10. Changes to the City

Upon the City's annexation of any property and reasonable written notice to Franchisee thereof, the portion of Franchisee's Facilities that may be located within such annexed territory, and upon the streets, alleys, or public grounds, shall be subject to all the terms of this Franchise.

Section 11. Forfeiture or Revocation of Franchise

The Franchisee's material failure to comply in any respect with any of the provisions of this Franchise after written notice from City and a reasonable opportunity, no less than one hundred and eighty (180) days, to cure shall be grounds for forfeiture of this Franchise pursuant to which the City shall have the right to revoke and cancel all franchise rights granted in the Agreement; provided, however, that Franchisee's failure to comply with any provision of this Franchise as the result of a strike, lockout, or any other cause beyond the reasonable control of the Franchisee (collectively "Force Majeure") shall not constitute grounds for the City's revocation and cancellation of any rights hereunder. In the event

Franchisee in good faith disputes the City's determination of the Franchisee's material non-compliance with the provision(s) of this Franchise specified in the City's notice, or the City disputes the Franchisee's assertion that its failure to comply with the provision(s) of this Franchise was or is the result of the Force Majeure, the Franchisee and the City shall negotiate in good faith to resolve the dispute prior to commencing formal legal proceedings.

Notwithstanding any provision to the contrary, Franchisee acknowledges that nothing contained in this Agreement shall constitute a waiver by the City of any rights it may possess at law (including but not limited to the power of eminent domain), or as afforded under Chapter 125, Florida Statutes.

Section 12. Designated Representative

The following individuals are designated to represent the City and Franchisee respectively on all matters concerning the Franchise. All written communications shall be given by nationally recognized overnight courier or by certified mail with return receipt requested, to the addresses provided, or at such other address as either Party may advise the other in writing:

For the City: City Manager
 City of South Bay
 335 SW 2nd Avenue
 South Bay, FL, 33493

With Copies to: City Attorney
 Burnadette Norris-Weeks, P.A.
 401 NW 7th Avenue
 Fort Lauderdale, FL, 33311

Section 13. No Waiver

Nothing in this agreement shall be construed as a surrender or waiver by the City of (a) its police powers or the authority to regulate the use of the public streets and/or

other public places, provided no regulation contravenes the material terms of this Franchise, and (b) its right to sovereign immunity.

Section 14. Right To Enforce

Except as expressly provided herein, each Party shall have all rights and remedies available in law or in equity in the event of a material breach of any obligation set forth in this Agreement by the other Party.

Section 15. Entirety

This writing embodies the entire agreement and understanding between the Parties, and there are no there other agreements and understandings , oral or written, with reference to this subject matter that are not merged and superseded.

Section 16. Governing Law

This Agreement shall be governed by and construed according to the laws of the State of Florida.

Section 17. Effective Date

As a condition precedent to the taking effect of this Franchise, the Franchisee shall file its acceptance hereof with the City's Clerk within thirty (30) days of adoption of this Franchise. The effective date of this Franchise shall be the date upon which the Franchisee files such acceptance.

Section 18. The provisions of this Ordinance are severable, and if any section, sentence, clause, or phrase hereof is for any reason held to be unconstitutional, invalid, or ineffective, such holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Commission's intent that it would have passed the valid portions of this Ordinance without the inclusion therein of any invalid portion of portions.

Section 19. This Ordinance shall become effective ten (10) days following its adoption and signed by the chairperson of the city Commission.

ADOPTED at a regular meeting of the City Commission of the City of South Bay, Florida, this 6th day of May 2025.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Washington, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Commissioner King	_____ (Yes)	_____ (No)
Vice-Mayor McKelvin	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

Is this a new or existing contract? *☒ New contract ☐ Existing Contract ☐ Tax Exemption Certificate

Your new contract number will be emailed to you

Contract Numbers**Contract #**

Enter Contract number assigned by AGL Owner, if any

Contract Parties**AGL Company Name ***

Florida City Gas

Counterparty Name *

FL SOUTH BAY (CITY OF)

Enter the non-AGL party.

Counterparty Contact Name

Enter the non-AGL party contact.

Counterparty Contract #

Enter Contract Number assigned by non-AGL owner, if any

Counterparty Vendor ID

Used by Supply Chain – look up in PeopleSoft.

Contract Information**Contract Type ***

FRANCH

Document Type * (?)

FRANCH

Contract Status * (?)

ACTIVE

Select One

Contract Title *

ORDINANCE

Contract Description *

Be concise. Use key words about goods & services or contract purpose which aid retrieval. Do not repeat Doc Type or Contract Title. Limit punctuation

ORDINANCE (15 YRS)

Document Date *

11/07/2000

Enter date contract signed or other document date.

Date Effective *

11/7/2000

Enter date contract or related documents effective.

Date contract to Expire *

10/1/2015

Enter date contract to expire. If Auto-Renew ing, enter 12/31/2100 and select AUTORENEW in Contract Status.

Aggregate Dollars *

0

Government Entity *

Y

Select Y (yes) if Counterparty is a local, state, or federal government or instrumentality of same.

Infrastructure *

N

Select Y = YES if contract related to Utility Infrastructure

Does this document change expiration date? (?)

N

Contract Owner**Owner Name ***

LEGAL

Owner Dept. ID *

1470

Supply Chain Buyer

Form Completed By * (?)

LLONG

Select your email address *

@aglresources.com

Contract Submission

Select how you will send your contract *

- ☒ I will attach my PDF here
- ☐ I will mail my documents

Please attach the contract copy here

O-SOUTH BAY.pdf	1.04MB
.pdf only	

Additional Records Manager Comments

ORDINANCE NO: 1-01

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA, GRANTING TO NUI CORPORATION, A NON-EXCLUSIVE GAS FRANCHISE TO OCCUPY MUNICIPAL STREETS AND RIGHT-OF-WAYS IN THE CITY OF SOUTH BAY, FLORIDA FOR THE PURPOSES OF PROVIDING NATURAL AND/OR COMINGLED AND/OR MANUFACTURED GAS SERVICES; PRESCRIBING THE TERMS AND CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR SEVERIBILITY OF PROVISIONS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City deems it necessary, desirable and in the best interest of its citizens and economic development initiatives to grant a non-exclusive franchise to NUI Corporation to permit the construction, maintenance and operation of gas facilities with the City; and

WHEREAS, NUI Corporation is willing to undertake the installation and operation of its gas system under a franchise from the City.

NOW, THEREFORE, be it ordained by the City Commission of the City of South Bay, Florida:

Section 1. Definitions.

For the purposes of this Ordinance, the following terms and words shall have the meaning given herein. Any definitions not incorporated in the grant of authority by this ordinance, the definitions set forth in the City of South Bay City Code shall control and absent a defined term, then the definitions found within the laws of the State of Florida, including but not limited to the Uniform Commercial Code, shall be made applicable.

“City” shall mean the City of South Bay, Palm Beach County, Florida, Grantor.

“Consumer” shall mean ~~any person, firm, or public or private corporation served by the~~ Grantee.

"Fiscal Year" shall mean _____ 1st through _____ 1st of each year.

"Franchise Area" shall mean that area for which Grantee provides gas service within the corporate city limits of City.

"Gas" shall mean natural gas and/or commingled gas and/or manufactured gas, which is distributed in pipes. It shall not mean bottled gas or any other fuel.

"Gas system" or "Gas system facilities" shall mean and include, but not be limited to, pipe, pipeline, tube, main, service, trap, vent, vault, manhole, meter, gauge, regulator valve, conduit, appliance, attachment, structure or structures, and appurtenances used or useful in the distribution of gas, located or to be located in, upon, along, across, under or over the streets.

"Grantee" shall mean the City Gas Company of Florida, a division of NUI Corporation, its successors or assigns.

"Grantor" shall mean the City of South Bay, Palm Beach County, Florida, its successors and assigns (hereinafter "City").

"Inflation Index" shall mean the percentage change in the Consumer Price Index for all Urban Consumers as published by the Bureau of Labor Statistics, or any successor index, for the period from September 30th to the beginning of the then current fiscal year.

"Rights-of-Way" shall mean all of the public streets, alleys, highways, waterways bridges, easements, sidewalks and parks of the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.

Section 2. Grant of Authority.

- A. Right And Privilege to Construct. There is hereby granted by City to Grantee the right and privilege to construct, erect, operate, own and maintain gas system facilities in, upon, under, over and across such streets, alleys, bridges, easements and other public places of the City as shall be approved by the City upon request and identification of location by Grantee. This Franchise is granted and shall be exercised in accordance with established practices regarding gas system construction, maintenance and operation, and in accordance with the orders, rules and regulations of the Florida Public Service Commission (FPSC) and any other regulatory body having jurisdiction over the Grantee and in accordance with the City's installation and maintenance standards as presently existing and as may be amended from time to time.
- B. Annexation or Contraction. Grantee agrees that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. Upon City's annexation of any property, the portion of Grantee's gas system that may be located within such annexed territory, and upon the streets, alleys or public grounds, shall be subject to all the terms of this Franchise. If City approves any Franchise Area expansion or reduction by annexation or contraction, City will provide written notice to Grantee. Grantee must revise its payments due to any expansion or reduction by annexation within a reasonable time after notice to Grantee, but no later than sixty (60) days after receipt of notice.

C. Use and Non-Exclusive Use. This grant of authority to Grantee is strictly limited to the provision of gas service only. In the event Grantee desires to use its existing facilities or to construct new facilities for the purpose of providing other utility or non-utility services to existing or potential consumers or resellers, by providing public communications, leased fiber optic capacity, video services, telecommunication services or any other services other than the provision of gas, or providing any other use to existing or potential consumers, Grantee shall seek additional and separate permission from City for such activities and the same shall be subject to separate written agreement. The right to use and occupy rights-of-way for the purposes herein set forth shall be non-exclusive, and the City reserves the right to grant a similar use of said rights-of-way, to any person at any time during the period of this Franchise so long as such grant does not materially and adversely impact Grantee's right to use and occupy rights-of-way as aforesaid.

Section 3. Assignment.

This Franchise, once granted, shall not be leased, assigned or otherwise alienated or disposed of except with the prior written consent of the City. Any request to lease, assign or otherwise alienate shall be provided to City with at least ninety (90) days notice prior to any anticipated closing date.

Section 4. Term of Franchise.

The Franchise term shall be for fifteen (15) years commencing from and after the final passage hereof, as required by law and upon the filing of the duly executed Non-Exclusive Gas

Franchise Agreement (the "Effective Date"), the terms and conditions of which are identical to the provisions of this Ordinance.

Section 5. Payment to City.

A. Payment to the City. During the first five years of this Ordinance, the first day of which shall be the effective date, the Grantee, its successors and assigns, shall pay to the City, or its successors and assigns, an amount that will equal ten percent (10%) of the Grantee's gross revenues due and owing by customers on a yearly basis. The first payment shall be made to the City on or before the 30th day of January following the preceding year and shall be based upon gross revenues due and owing during the preceding year.

B. Method of Calculation. City reserves the right to change the method of payment after the first five years such that payment is based on a per therm rate with a rate for residential customers and a rate for commercial customers which rate may differ one from the other.

C. Quarterly Payments. After the first year of this Ordinance and for each Fiscal Year during the first five years of this Franchise, the Grantee shall remit to the City quarterly Franchise fee installments. The installments shall equal one-fourth (1/4) of the total annual Franchise fee calculated in accordance with this Ordinance.

The quarterly payment is due and payable on or before the thirtieth (30th) day following the last day of each calendar quarter. Grantee shall file a return with its first quarterly installment in each Fiscal Year showing the details of the calculation of the annual Franchise fee.

- D. Late Payments. Payment shall be made to City as provided above in Section 5. Any payment or portion thereof received twenty (20) days after the due date shall be subject to interest at the rate of ten (10%) per annum until all payments are paid in full.
- E. Inflation Adjustment. Inflation adjustments shall be made to the Franchise fee annually based on the inflation index to the extent allowed by law. Inflation index shall mean the percentage change in the Consumer Price Index for all Urban Customers as published by the Bureau of Labor Statistics, or any successor index, for the period of September 30th of the prior year to the beginning of the current fiscal year.
- F. Performance Bond. At the time of its acceptance of the terms and conditions of this Ordinance, the Grantee shall file with the City Clerk, after approval by the City, an annual bond or corporate guarantee in the minimum sum of \$50,000.00 having as a surety a company qualified to do business in the State of Florida and acceptable to the City. The bond or guarantee shall be conditioned on the full and faithful performance by the Grantee of all requirements, duties and obligations imposed upon Grantee by the provisions of this Ordinance. The bond or guarantee shall be furnished annually and shall provide a continuing guarantee of Grantee's full and faithful performance at all times throughout the effective term of this Ordinance.
- G. Comparable Fee Adjustment. In the event Grantee shall after the date of execution hereof accept a Gas Franchise from any other municipality providing for the payment of a Franchise fee in excess of the amount provided by this Ordinance,

the Grantee shall immediately notify the City and the City reserves the right to amend this Franchise Ordinance to require the Grantee to pay to City such additional Franchise fees. The Grantee's failure to notify City of such additional payments does not limit City's rights to such additional Franchise fees nor limit Grantee's liability with respect thereto including late payments as outlined in Section 5D above.

Section 6. Rates and Services Provided.

The rates to be charged and services provided by the Grantee for gas service within the corporate limits of City during the term of this Franchise shall be as provided and approved by the Florida Public Service Commission, or such agency of the State of Florida as may have proper jurisdiction over such rates and charges.

Section 7. Work in, Use of and Maintenance of Public Rights-of-Way.

The Grantee is hereby granted the right, authority and privilege to exercise the authority granted in Section 2 above subject to the following terms, requirements and provisions.

- A. As a condition precedent to the installation of any gas system or facilities, Grantee shall first have received approvals and permissions from the City and such other governmental entities whose approval and permission may be necessary.
- B. A condition precedent to City's approval shall be submission by Grantee of a detailed survey establishing the location, lines, grades, elevations and any other information requested by the City for the location or relocation of all facilities.
- C. Grantee's gas system facilities shall be located or relocated and so constructed or installed as not to interfere with, including but not limited to, existing sewers, water pipes, storm drains, electrical conduits, communication cables or other

utilities, structures or public utility service facilities.

- D. The Grantee's facilities shall not obstruct or interfere with, including but not limited to, the public use of streets, roads, highways, sideways, driveways, curbs, avenues, alleys, bridges, easements or other public places or ways.
- E. Grantee shall obtain all applicable permits, approvals and permission prior to commencement of the location or relocation of any gas system facility. The Grantee further agrees that it shall not interfere with, change, or injure any water pipes, drains, sewers or other facilities or equipment, unless it has received specific permission from the City.
- F. Grantee shall, at its own expense, replace, repair and restore without delay any sidewalk, street, alley, pavement, water, sewer or other utility line, appurtenance, structure, soil, landscaping, dirt or other improvement, property or structure of any nature, that may be damaged, displaced, removed or impacted by the Grantee in the conduct of its operations, and shall, at a minimum, restore all property to a condition equivalent to the condition immediately prior to the work and/or changes made by the Grantee.
- G. Grantee shall pursue all alternatives to open cutting of streets prior to the City's considering issuance of any permit(s). Additionally, Grantee shall notify the City, through its City Manager, when repair, replacement or the work is being conducted and completed.
- H. Grantee shall take safety precautions to alert and protect the public during any of its operations, which precautions may include, but is not limited to, the use of barricades, signs or such other procedures as deemed by the City to be in the best

interest of its residents.

- I. Prior to any work of any nature, Grantee shall, at its own expense, notify residents and/or businesses within a two (2) block radius by door hanger or U.S. mail (with a copy to the City Manager).
- J. Before the commencement of the construction of any gas system facilities, the Grantee shall provide a survey to the City establishing the location, lines, grades, elevations or any other information requested by the City in connection with the gas system facilities. The laying of such facilities shall conform exactly to the designated locations, lines, grade elevations or other conditions of the City. After completion of any work, two copies of complete "As-Built" plans will be furnished to the City. No street or other public way or place shall be excavated without Grantee securing a permit from the City. All construction made under the provisions of this Ordinance shall be of first-class material, and all gas system facilities shall have an adequate capacity to supply the full requirements of gas for service to City and its inhabitants at the proper pressure and quality. Grantee agrees that the materials to be used in the construction, operation and maintenance of the gas system facilities and the service to be rendered, shall be in every respect equal to those provided to the Grantee's other franchised communities.
- K. The Grantee's failure to abide by the provisions of Sections 5 and 7 above shall entitle the City to any of the following in its sole discretion:

1. Withhold the issuance of further permits to the Grantee or its contractor;

or

2. Cause the work to be performed and charge any and all costs plus a sum

equal to ten percent (10%) of the costs for administrative fees to the Grantee and require payment or reimbursement, which ever is applicable, within ten (10) days after the submission of the bill by the City to Grantee.

3. Revoke the Franchise.

4. Should Grantee fail to pay the sums herein provided, City shall be entitled to collect said sums in any lawful manner.

L. During proposed underground construction by Grantee, City shall have the right to place facilities in a common trench at Grantee's cost. Grantee shall notify the City, at least thirty (30) days prior to commencement of any such proposed underground construction project. Grantee shall be responsible to repair and restore, at its own expense, any and all damage to their facilities except such damage directly due to City's sole negligence.

M. City reserves the right to lay and permit to be laid sewers, electric conduits, water, gas, cable, and other pipelines or cables; and to do and permit to be done any underground work that may be deemed necessary or proper by the City or other governmental entity having jurisdiction, across, along or under any street, alley, public way, easement, place or other public ground.

N. Whenever, by reason of establishing a grade or by reason on changes in the grade of any street, or by reason of the widening, grading, paving, or otherwise improving present or future streets alleys, or other public ways and places, or in the location or manner of construction of any water pipes, electric conduits, sewers, or other underground structure, it shall be deemed necessary by the City

or other governmental entity having jurisdiction to alter, change, adapt or conform the mains, pipelines, service pipe, or other apparatus or appurtenances of the grantee hereto, such alterations, or changes, shall be made by the Grantee as ordered in writing by the City or other governmental entity having jurisdiction without claim for reimbursement or compensation for damages against the City.

- O. If the City shall require the Grantee to adapt or conform its pipelines, pipes, structures, or apparatus, appurtenances, or other appliances, or in any way to alter, relocate, or change its property to enable any other person or corporation, except the City, the State of Florida, or other governmental entity of the State, to use said street, alley, easement, highway, the Grantee shall be reimbursed by the person or corporation desiring or occasioning such change for any loss, cost, or expense caused by or arising out of such change, alterations, or relocation of Grantee's property.
- P. City shall not be liable to the Grantee for any cost or expense of any nature in connection with the location or relocation of Grantee's gas system facilities made necessary by the City's improvement of any present or future public rights-of-way used or occupied by the Grantee.
- Q. All expenses necessarily and reasonably incurred by the City in connection with the provisions of this section shall be paid by the Grantee.
- R. The Grantee shall, at all times, keep an accurate map showing the location of all gas system facilities laid and maintained by Grantee under this Franchise, which shall be accessible for public inspection at all times during reasonable hours.

Grantee shall provide the City with two copies (one printed and one magnetic) of

their facilities location map on an annual updated basis.

Section 8. Meters.

The Grantee, shall comply with all FPSC regulations regarding construction and maintenance of gas system facilities and appurtenances to the property lines of each consumer. Each gas meter shall be standard make, tested and sealed, and subject at all times to reasonable inspection by FPSC through its proper officers or agents to ascertain accuracy and efficiency. It shall be the duty of the Grantee to repair or replace without cost any meter that fails to meet FPSC accuracy standards in accordance with FPSC rules. No service shall be furnished to any consumer nor will any gas system facility of any kind be installed within the present or future corporate limits of the City unless an approved installation permit has been issued by the City, a final inspection has been made and final approval has been given by a qualified City inspector.

Section 9. Accidents or Damages.

City shall not be liable or responsible in any manner whatsoever for any accident, personal injury, property damage or any claim or damage that may occur in the course of the construction, operation or maintenance by Grantee, its employees agents, contractors, sub lessees or licensees of any of its facilities, except for damages specifically caused by the sole negligent or wrongful actions of the City.

Section 10. Indemnification.

- A. City shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Grantee of its facilities thereunder, and the acceptance of this Franchise by Grantee shall be deemed an Agreement on the part of the Grantee and Grantee does hereby agrees to indemnification, defend and hold harmless the City, its officers, agents and

employees from and against any and all claims, suits, actions and causes of action arising during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity, arising out of this Franchise including all costs, attorneys fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment or decree which may be entered in any such action or proceeding, except for damages specifically caused by the sole negligent or wrongful actions of the City.

- B. Grantee shall maintain throughout the term of this Franchise sufficient financial resources to provide self insurance, or insurance, insuring the City and the Grantee with regard to all damages set forth in Sections 9 and 10 above in the minimum amounts of:

\$_____ for bodily injury or death to a person;

\$_____ for bodily injury or death resulting from any one accident.

\$_____ for property damage resulting from any one accident.

\$_____ for all other types of liability.

- C. If Grantee provides its own liability insurance (self insured), Grantee must submit on an annual basis, when submitting its annual audited financial report, documentation that clearly demonstrates that it has accumulated sufficient financial resources in order to provide insurance coverage as indicated in Section 10B above.

- D. The City shall be named as an additional insured under any policy of insurance and an executed copy of the insurance policy or proof of self-insurance acceptable

to City shall be filed with the City upon the effective date of this Ordinance.

Section 11. City's Rights in Franchise.

- A. The right is hereby reserved to the City to adopt, in addition to the provisions herein contained and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall be reasonable, and shall not be in conflict with the laws of the State of Florida or the lawful regulations of any state agency possessing the power to regulate the activities of the Grantee or materially interfere with the benefits conferred on Grantee hereunder.
- B. The City reserves to itself the right, in its sole discretion, to intervene in any suit, action or proceeding involving any provision of this Ordinance. Grantee agrees to advise the City in a timely manner of any such suit.

Section 12. Accounts, Records and Reports: Rights to Audit.

The following records and reports shall be filed with or available to City:

- A. Grantee Rules and Regulations. Copies of rules, regulations, terms and conditions adopted by Grantee that relate to Grantee's use of City's Right-of-Way shall be available upon request by City. Such rules, regulations, terms and conditions in existence at the time of execution hereof shall be submitted to City as a condition precedent to City's passage of this Ordinance.
- B. Accounting. Grantee shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by the Florida Public Service Commission, or as mutually agreed to by City and Grantee. Such records shall be maintained in such detail that revenues within the limits of the City are

consistently declared and identified separately from all other revenues. All records shall be maintained for a minimum of five (5) years, or longer if required by applicable regulatory bodies.

- C. Availability of Records and Reports. Grantee shall supply all accounts and records of the Grantee and all such information that the City or its representatives may from time to time reasonably request or require relative to the calculation of Franchise fees. Such financial records shall be kept and maintained in accordance with generally accepted accounting principles. All of these records shall, on written request of City, be open for examination and audit by City and City's representatives during ordinary business hours and such records shall be maintained in the South Bay Business Office of the Grantee.
- D. Audit. City may require an audit of Grantee's books at minimum of every _____ year(s). Grantee will reimburse City's audit costs if the audit identifies errors in the Grantee's payments to the City. If the error resulted in an underpayment to the City, the amount of said underpayment shall be paid immediately to the City along with interest at the rate of _____ percent (____%) per annum on the amount of underpayment. Said interest shall be calculated from the date the amount was due to the date it was finally paid. Both the underpayment and the interest shall be paid within thirty (30) days after receipt of demand from City.

Section 13. City Authority.

- A. Nothing in this Franchise shall prevent City from levying and collecting such taxes as City may from time to time be empowered, bylaw, to levy and collect

provided such taxes shall be applied uniformly to all persons within City's corporate limits and shall not constitute an additional tax or fee for Grantee's use of the rights-of-way. Such taxes are not considered part of the Franchise fees.

- B. In the event the City acquires the property rights of Grantee as well as any extensions thereof within and without the City, used in or useful in or connected with Grantee's Gas Facilities System and the extensions thereof, all grants or renewals shall at once terminate.

Section 14. Forfeiture or Revocation of Franchise.

In addition to the City's rights as provided in this Ordinance, the Grantee's material failure to comply in any respect with any of the provisions of this Franchise, after written notice from City to cure the default and within any time frame included in the notice, shall be grounds for forfeiture of this Franchise. The City shall have the right to revoke and cancel all Franchise rights granted in this Ordinance.

Section 15. Designated Representatives.

The following individuals are designated to represent the City and Grantee respectively on all matters concerning the Franchise. All written communication shall be given by mail, either regular or certified with return receipt requested, to the addresses provided, or at such other address as either party may advise the other in writing,

For the City: City Manager
City of South Bay
355 SW 2nd Avenue
South Bay, FL 33493

With a copy to: City Attorney
Law Offices of Samuel A. Thomas, P.A.
155 East Blue Heron Blvd.
Suite 400
Riviera Beach, FL 33404

For the Grantee: NUI Corporation /dba/City Gas Company of Florida

Section 16: No-Waiver.

Nothing in this Ordinance shall be construed as a surrender or waiver by the City of its police powers or the authority to regulate the use of the public streets and/or other public places.

The rights and privileges granted to Grantee by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of City's rights-of-way and nothing in this Franchise shall be considered as a surrender by City of its right and power to use and relocate the use of its rights-of-way.

Section 17: Right to Enforce.

Either party shall have the right to enforce its rights in the event of a material breach of any obligation or either party's failure to perform any substantial obligation pursuant to this franchise or to comply in any substantial respect with any material provision.

Section 18: Attorney fees.

Except as otherwise provided, City and Grantee agree that if litigation becomes necessary to enforce any of the obligations, terms and conditions of this Ordinance, the prevailing party shall be entitled to recover a reasonable amount of attorneys fees and court costs, including fees and costs on appeal, from the non-prevailing party.

Section 19: Governing Law and Venue.

- A. The Franchise and rights herein granted are subject to the provisions of and shall be construed in accordance with existing Florida State law and Federal laws and the ordinances and resolutions of the City of South Bay.
- B. In the event that any legal proceeding is brought to enforce the terms of this

Ordinance, the same shall be brought in Palm Beach County, Florida, or, if a federal claim, in the U.S. District Court in and for the Southern District of Florida, West Palm Beach Division.

Section 20. Limitation of Liability.

The City desires to adopt this Ordinance only if in so doing the City can place a limit on the City's liability for any cause of action brought by Grantee against the City arising out of the Ordinance, so that its liability never exceed the agreed sum of \$10,000.00, except for any third party action caused by the sole negligence of the City. By executing the Non-Exclusive Gas Franchise Agreement, whose terms are identical hereto, Grantee express its acceptance of this limitation.

Accordingly, and notwithstanding any other term or condition of this Ordinance, Grantee agrees that the City shall not be liable to Grantee for damages in any amount in excess of \$10,000.00 for any action brought by Grantee against the City or claim arising out of this Ordinance, except for any third party action caused by the sole negligence of the City. Nothing contained in this section or elsewhere in this Ordinance is any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

Section 21. Non-waiver Provision.

The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

Section 22. Prohibition of Discriminatory Practices.

The Grantee shall not, as to rates, charges, service facilities, rules, regulations, or in any fashion, subject any person to any prejudice or disadvantage.

Section 23. Acceptance.

This ordinance shall become effective upon being legally passed and adopted by the City Commission of the City of South Bay, Florida, as provided by law; and it is further agreed that Grantee shall accept this Franchise as of the date of its passage and adoption by the City Commission and shall signify its acceptance by executing that certain Non-Exclusive Gas Franchise Ordinance, the terms and conditions of which are identical hereto within fifteen (15) days after the City Commission's approval of this Ordinance and filing said Ordinance with the City clerk.

Section 24. Severability.

Should any section or provision of this Franchise Ordinance or any portion thereof, the deletion of which would not adversely affect (in the general sense), the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder as a whole or any part thereof, other than the part declared to be invalid.

Section 25. Conflicts.

Should any provision of the Non-Exclusive Gas Franchise Agreement conflict with the provisions of this ordinance, the provisions of this ordinance shall control.

Section 26. Effective Date.

This Franchise shall take effect immediately upon its adoption.

PASSED ON FIRST READING

THIS 3rd DAY OF October, 2000.

ADOPTED ON SECOND AND FINAL READING

THIS 7th DAY OF November, 2000.

Clarence E. Anthony, Mayor

Willie Marshall
Willie Marshall (printed name)
Vice Mayor

Milranda Smith
Milranda Smith (printed name)
Commissioner

Clarissa Davis
Clarissa Davis (printed name)
Commissioner

Esther E. Berry
Esther E. Berry (printed name)
Commissioner

ATTEST:

Virginia K. Walker
Virginia K. Walker (printed name)
City Clerk

APPROVED AS TO LEGAL FORM AND SUFFICIENCY.

By: _____
Samuel A. Thomas, Esq.
City Attorney

Dated: _____

City of South Bay

335 S. W. 2ND AVENUE

South Bay, Florida 33493

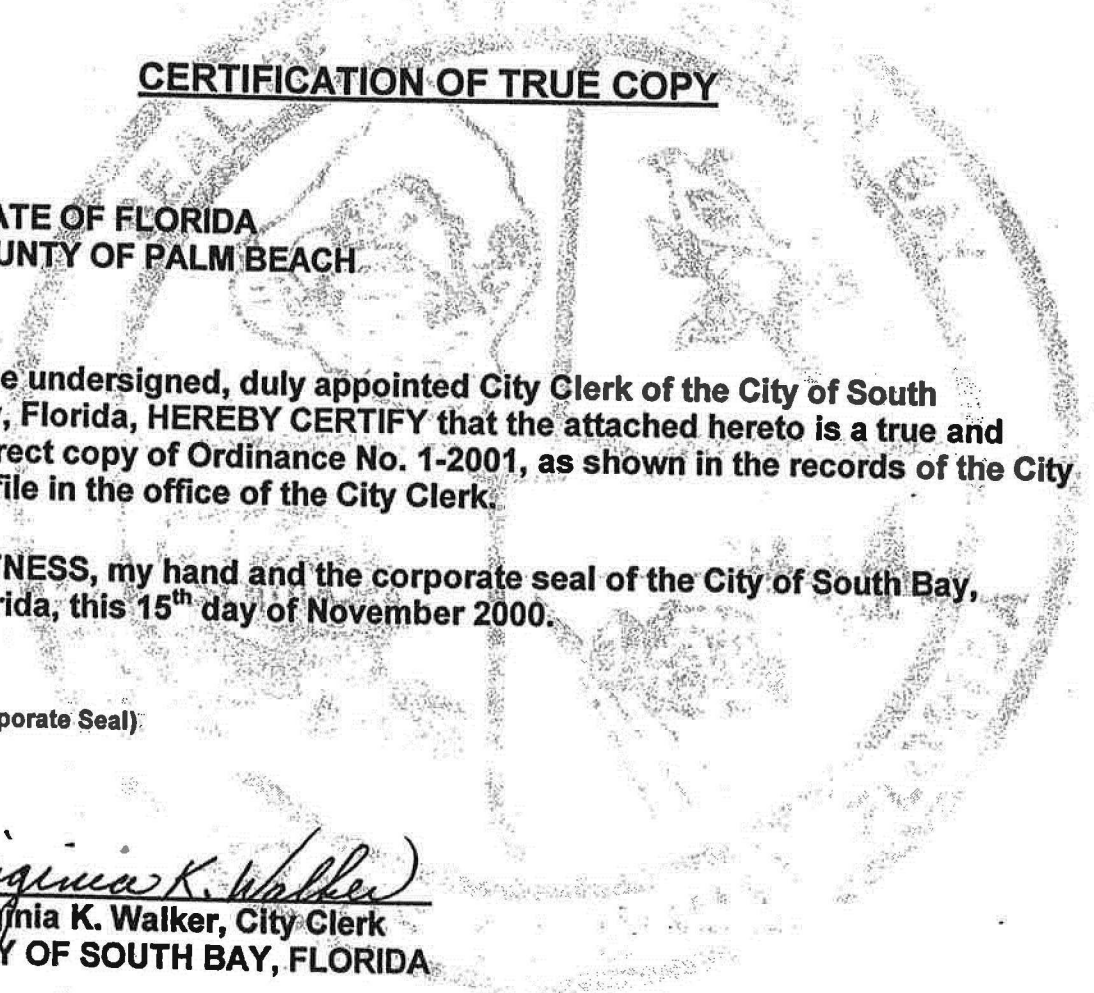
CERTIFICATION OF TRUE COPY

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, the undersigned, duly appointed City Clerk of the City of South Bay, Florida, HEREBY CERTIFY that the attached hereto is a true and correct copy of Ordinance No. 1-2001, as shown in the records of the City on file in the office of the City Clerk.

WITNESS, my hand and the corporate seal of the City of South Bay, Florida, this 15th day of November 2000.

(Corporate Seal)


Virginia K. Walker
Virginia K. Walker, City Clerk
CITY OF SOUTH BAY, FLORIDA

NON-EXCLUSIVE FRANCHISE AGREEMENT

This **NON-EXCLUSIVE FRANCHISE AGREEMENT** (the "Agreement") is entered into this _____ day of _____, 2025 between City of South Bay, a political subdivision of the State of Florida, ("City"), and Pivotal Utility Holdings, Inc., a New Jersey corporation d/b/a Florida City Gas ("Franchisee"). City and Franchisee shall sometimes be collectively referred to as the "Parties" and, individually, as a "Party".

WITNESSETH:

WHEREAS, the City desires to grant a non-exclusive franchise to permit the construction, maintenance and operation of natural gas facilities within the City; and

WHEREAS, the Franchisee is capable of providing such services.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. DEFINITIONS

- (a) "City" shall mean City of South Bay, a political subdivision of the State of Florida.
- (b) "Franchise" shall mean this Agreement and the rights granted to Franchisee hereunder.
- (c) "Franchisee" shall mean Pivotal Utility Holdings, Inc., a New Jersey corporation d/b/a Florida City Gas, and its successors and approved assigns.
- (d) "Gas System Facilities" or "Facilities" shall mean and include, but not be limited to, gas mains, pipes, supply pipes, conduits, ducts, service connections, manholes, regulators, drip pots, control devices and any other hardware or other appurtenances used as a means of conveying, distributing or selling natural gas for the purpose of supplying natural gas to the meter of the Customer, constructed both prior to and during the term of this Agreement.
- (e) "Customers" shall mean all residences, businesses, governmental entities and industrial establishments located within the City purchasing natural gas from Franchisee.
- (f) "FPSC" shall mean the Florida Public Service Commission or its successor agency or agencies.
- (g) "Franchise Fee" shall mean the fees described in Section 8 of this agreement.
- (h) "Gross Revenues" shall mean any revenues recognized in accordance with General Accepted Accounting Procedures (GAAP) derived from the services charges, customer charges, energy charges (including ECCR factor charges, CRA factor charges and margins and/or surcharges and any other energy based charges approved for billing Customers by the FPSC) and, for customers who purchase gas from Franchisee, gas charges, and any applicable minimum charges or discount, as such

charges and discounts are defined in Franchisee's tariffs for both transportation Customers of Franchisee and Consumers purchasing gas from Franchisee. Gross Revenues shall not include any taxes, or other governmental fees and charges which are paid to tax authorities. Gross Revenues shall not include bad debt, uncollectable accounts, interest, returned check charges, late fees, connection, re-connection, disconnection, convenient fees and any other miscellaneous charges related to account changes and updates as well as any revenue derived from appliance leasing and any warrantee and repair plan activity derived from appliance leasing.

(i) "Natural Gas" shall mean natural gas in a gaseous state unmixed or a mixture of natural and artificial gas, whether manufactured, "landfill" or otherwise.

(j) "Uncollectible Accounts" shall mean any account which has been closed..

SECTION 2. FRANCHISE

The City hereby grants to the Franchisee, and the Franchisee hereby accepts, the non-exclusive right, privilege and franchise, for the period of thirty (30) years from the effective date hereof, to construct, maintain and operate only Gas System Facilities in, under, upon, over and across the present and future streets, alleys, bridges, easements and other public rights-of-way within the City. The Franchisee shall construct, maintain and operate Gas System Facilities in accordance with established industry practices, and applicable federal, state and local law, including the orders, rules and regulations of the FPSC or any other regulatory body having jurisdiction over the Franchisee and, to the extent permitted by law, the City's installation, maintenance and operation standards in respect of natural gas.

The City acknowledges that the rates, fees, and charges that Franchisee charges its Customers are determined by the FPSC.

This grant of authority to Franchisee is strictly limited to the provision of natural gas service only. It is explicitly recognized that this Franchise does not limit the Franchisee's ability to operate a liquefied petroleum (commonly referred to as LP gas, bottled gas, or propane) business within the City, similar to any other liquefied petroleum business, nor does it limit the City's ability to assess a franchise fee upon the liquefied petroleum business within the limits permitted under Florida law.

Franchisee may, without obtaining the City's consent, pledge this Franchise and/or the facilities as security.

SECTION 3. USE AND MAINTENANCE OF PUBLIC RIGHTS-OF-WAY

Franchisee's Gas System Facilities shall be located or relocated and so constructed as not to interfere with, including but not limited to, sanitary sewers, drainage systems, water pipes, electrical conduits, communication cables or other public utility service facilities, existing at the time of such location, relocation or construction. The Franchisee's Facilities shall not obstruct or interfere with the public uses of streets, roads, highways or alleys, or create any conditions which are or may become dangerous to the traveling public. Franchisee shall attempt to minimize above grade facilities, and such facilities shall be installed near the outer boundaries of the public rights-of-way when appropriate. The location or relocation of all Facilities shall be made after Franchisee has received all applicable permits,

approvals and permissions from the City and such other governmental entities as may be necessary, and the location(s) or relocation(s) shall be subject to the City's approval. In consideration for the Franchise Fee paid under this Agreement, the Franchisee will not be assessed any permit fees associated with the installation, construction, repair or maintenance of any Gas System Facilities within the public rights-of-way. In the event that Franchisee is acting in its proprietary function as a retail provider of gas equipment or appliances, Franchisee shall seek the appropriate permits from the City. Franchisee shall cooperate with the City at all times by providing timely and complete information regarding the location of its Facilities. Franchisee and City shall cooperate and coordinate their efforts to make the most efficient and economical use of the public rights-of-way and the Gas System Facilities.

If any street, highway or avenue is to be paved by the City, the City shall give written notice to the Franchisee not less than ninety (90) days prior to the commencement of paving. Provided the Franchisee does not already have a main in the street, highway or avenue to provide natural gas service to the surrounding houses and other structures, Franchisee shall survey the surrounding houses and other structures to determine whether, in its sole discretion, construction of Gas System Facilities in the street, highway or avenue in question is economically feasible. Where such construction is determined to be economically feasible, the Franchisee shall construct such Gas System Facilities in the street, highway, or avenue in question prior to paving by the City. However, in the event the Franchisee believes that such construction may not be completed prior to City's planned paving schedule, the Parties will attempt to negotiate a revised paving schedule satisfactory to both Parties; provided, however, that if a delay in paving will cause additional expense to the City, or substantial inconvenience to the residents of the City, the City may proceed with its original paving schedule.

The Franchisee shall, at its own expense, replace, repair and restore in a timely manner any sidewalk, street, alley, pavement, water, sewer or other utility line or appurtenance, soil, landscaping, dirt or other improvement, property or structure of any nature, that may be damaged or displaced by the Franchisee in the conduct of its operations, and shall, at a minimum, restore all property to a condition equivalent to the condition immediately prior to the work and/or changes made by the Franchisee. Franchisee shall take safety precautions to alert the public of work, which may include, but is not limited to, the use of barricades and signs.

This City shall not require the relocation of any of the Franchisee's Facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic.

SECTION 4. INSURANCE

The Franchisee, at all times during the exercise of its Franchise, shall carry general liability insurance in the amount of Five Million Dollars and No Cents (\$5,000,000.00) to indemnify any persons sustaining personal injury or property damage as a result of the actions of the Franchisee in the construction, operation or maintenance of its Facilities in accordance with the terms of Section 7. Indemnification hereof. The City shall be named as an additional insured. Notwithstanding the foregoing, the Franchisee may meet the insurance minimum using, in part or whole, any combination of self-insurance and captive insurance. In the event Franchisee elects to meet the insurance minimum using, in part or whole, any combination of self-insurance or captive insurance, the Franchisee shall provide the City with documentation attesting to its qualified status.

SECTION 5. ACCIDENTS OR DAMAGES; EMERGENCIES

The City shall not be liable or responsible in any manner whatsoever for any accident, personal injury, property damage or any claim or damage that may occur in the course of the construction, operation or maintenance of any of its Facilities by Franchisee, and its employees, agents, contractors, and any third parties hired by Franchisee to perform any aspect of Franchisee's responsibilities under this Agreement, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" as set forth in Section 768.28, Florida Statutes.

SECTION 6. NON-COMPETITION BY CITY

While this franchise is non-exclusive, the City specifically agrees that it shall not, during the term of this grant, or any extensions thereof, engage in the business of distributing and selling gas in competition with the Franchisee, its successors or assigns.

SECTION 7. INDEMNIFICATION

Franchisee shall indemnify, defend and hold harmless the City, its commissioners, officers, agents and employees from and against any and all claims, suits, actions, regulatory or administrative proceedings (including reasonable attorney's fees, including appeals), liabilities and expenses arising during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity (collectively "Claims") caused by or arising out of Franchisee's negligence, intentional torts, strict liability, or breach of applicable law in connection with the construction, operation or maintenance of its Gas System Facilities within the City, except for Claims caused by or arising out of the negligence, strict liability, intentional torts, breach of applicable law or breach of this Agreement by the City. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" as set forth in Section 768.28, Florida Statutes. The provision of this Section shall survive the termination of this Agreement.

SECTION 8. FRANCHISE FEE

Within sixty (60) days after the close of the first full billing month (payment for which shall include any prior partial month) following the effective date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Franchisee shall pay to the City a Franchise Fee which, when added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the City against Franchisee's property, business or operations and those of its subsidiaries, is equal to six percent (6%) of the Franchisee's Gross Revenues, less any adjustments for Uncollectible Accounts, from the sale, transportation, distribution or delivery of natural gas to Customers within the City. In the event any Uncollectible Account becomes collectible and/or is collected, an adjustment in amount due the City shall be made in the next monthly payment.

SECTION 9. ACCOUNTS AND RECORDS; RIGHTS TO AUDIT

The City may, at its own expense, upon reasonable notice and within ninety (90) days after each anniversary date of this Franchise, examine the Franchisee's records relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at Franchisee's office where such records are maintained. Records not prepared by Franchisee in the ordinary course of business or as required herein may be provided at the City's expense and as the City and Franchisee may agree in writing. Information identifying Franchisee's customers by name or their electric consumption shall not be taken from Franchisee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the City, shall be reported to Franchisee. The City's examination of Franchisee's records in accordance with this Section shall not be conducted by any third party employed or retained by the City whose fee, in whole or part, for conducting such audit is contingent on findings of the audit. At the City's request no more than once annually, Franchisee will provide to the City an electronic version of a billing list of all Franchisee customer addresses within the incorporated areas of the City. The City will respect Franchisee's confidential documents. The City will be given access to confidential documents while on Franchisee premises, but shall not remove those confidential documents from Franchisee premises unless expressly authorized to do so by Franchisee. Information relative to this audit and likely to be deemed confidential by Franchisee includes, but is not limited to, nonpublic customer or customer account information, nonpublic policies and procedures, and any other nonpublic information that gives Franchisee an opportunity to gain an advantage over its competitors.

SECTION 10. CHANGES TO THE CITY

Upon the City's annexation of any property and reasonable written notice to Franchisee thereof, the portion of Franchisee's Facilities that may be located within such annexed territory, and upon the streets, alleys or public grounds, shall be subject to all the terms of this Franchise.

SECTION 11. FORFEITURE OR REVOCATION OF FRANCHISE

The Franchisee's material failure to comply in any respect with any of the provisions of this Franchise after written notice from City and a reasonable opportunity, no less than one hundred and eighty (180) days, to cure shall be grounds for forfeiture of this Franchise pursuant to which the City shall have the right to revoke and cancel all franchise rights granted in this Agreement; provided, however, that Franchisee's failure to comply with any provision of this Franchise as the result of a strike, lockout, or any other cause beyond the reasonable control of the Franchisee (collectively "*Force Majeure*") shall not constitute grounds for the City's revocation and cancellation of any rights hereunder. In the event Franchisee in good faith disputes the City's determination of the Franchisee's material non-compliance with the provision(s) of this Franchise specified in the City's notice, or the City disputes the Franchisee's assertion that its failure to comply with the provision(s) of this Franchise was or is the result of *Force Majeure*, the Franchisee and the City shall negotiate in good faith to resolve the dispute prior to commencing formal legal proceedings.

Notwithstanding any provision to the contrary, Franchisee acknowledges that nothing contained in this Agreement shall constitute a waiver by the City of any rights it may possess at law (including, but not limited to the power of eminent domain), or as afforded under Chapter 125, Florida Statutes.

SECTION 12. DESIGNATED REPRESENTATIVES

The following individuals are designated to represent the City and Franchisee respectively on all matters concerning the Franchise. All written communications shall be given by nationally recognized overnight courier or by certified mail with return receipt requested, to the addresses provided, or at such other address as either Party may advise the other in writing:

For the City:	City Manager Leondrae Camel City of South Bay 335 SW 2 nd Avenue South Bay, FL, 33493
With Copies to:	City Attorney Burnadette Norris-Weeks, P.A. 401 NW 7 th Avenue Fort Lauderdale, FL, 33311
For the Franchisee:	General Manager Florida City Gas 4045 NW 97th Avenue Doral, FL 33178
With copies to:	Florida City Gas Attn: Regulatory Affairs 208 Wildlight Ave. Yulee, FL 32097 Chesapeake Utilities Corporation Attn: General Counsel 500 Energy Lane Dover, DE 19901

SECTION 13. NO WAIVER

Nothing in this Agreement shall be construed as a surrender or waiver by the City of (a) its police powers or the authority to regulate the use of the public streets and/or other public places, provided no regulation contravenes the material terms of this Franchise, and (b) its right to sovereign immunity.

SECTION 14. RIGHT TO ENFORCE

Except as expressly provided herein, each Party shall have all rights and remedies available in law or in equity in the event of a material breach of any obligation set forth in this Agreement by the other Party.

SECTION 15. ENTIRETY

This writing embodies the entire agreement and understanding between the Parties, and there are no other agreements and understandings, oral or written, with reference to this subject matter that are not merged and superseded.

SECTION 16. GOVERNING LAW

This Agreement shall be governed by and construed according to the laws of the State of Florida.

SECTION 17. EFFECTIVE DATE

As a condition precedent to the taking effect of this Franchise, the Franchisee shall file its acceptance hereof with the City's Clerk within thirty (30) days of adoption of this Franchise. The effective date of this Franchise shall be the date upon which the Franchisee files such acceptance.

PASSED on first reading this ____ day of _____, 2025.

PASSED AND ADOPTED on second reading this ____ day of _____, 2025.

CITY OF South Bay, FLORIDA

By: _____

ATTEST:

By: _____ (SEAL)
City Clerk

APPROVED AS TO FORM AND LEGALITY

By: _____
City Attorney



City of South Bay

South Bay City Hall
335 SW 2nd Avenue
South Bay, FL 33493
Telephone: 561-996-6751
Facsimile: 561-996-7950

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Taranza McKelvin
Vice Mayor

Esther E. Berry

Albert Polk

Barbara King

Leondrae Camel
City Manager

City Clerk
Vincent Del Bosques

Bernadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: May 15, 2025
Ref: Weekly check register

Enclosed, please find the summary of check register as of May 15, 2025:

General Fund

• Utility:		
Comcast	\$	1,316.08
FPL		6,733.55
• UNICUS		30,000.00
• CAP Government		2,307.50
• Jordan Connors		1,666.66
• Altus Management		10,706.50
• Lease payment		12,486.15
• Marathon		3,036.72
• Purchased of supplies, materials and parts		7,030.24
• Payment for various services		1,834.87
• Payroll deductions		277.90
• Other		<u>1,846.54</u>
Total	\$	<u>79,242.71</u>

Capital project Fund

Ardurra Group	\$	1,422.00
CAP Government		<u>2,057.50</u>
	\$	<u>3,479.50</u>

The expense classifications are reported in general ledger

AP Check Register Report

City Of South Bay (CSBFND)

5/8/2025 1:46:32 PM

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16946	1364	DREW BEINHAKER, ESQUIRE	05/08/2025	202.90	
16947	1425	GRAINGER	05/08/2025	182.00	
16948	1430	ALTUS RECEIVABLE MANAGEMENT	05/08/2025	10,706.50	
16949	1431	LEASE PAYMENT CENTER	05/08/2025	12,486.15	
16950	AMAZON CAPITAL SERV	AMAZON CAPITAL SERVICES	05/08/2025	5,504.56	
16951	BELLE GLADE WHOLES	BIG LAKE SNACK SALES, INC	05/08/2025	238.77	
16952	FDOT	FDOT	05/08/2025	13.39	
16953	JLH ASSOCIATES	JLH ASSOCIATES	05/08/2025	942.50	
16954	MARATHON/MEX BANK	WEX BANK	05/08/2025	3,036.72	
16955	ROSENWALD ELEMENTA	ROSENWALD ELEMENTARY	05/08/2025	75.00	
16956	TAX COLLECTOR PALM B	TAX COLLECTOR PALM BEACH COUNTY	05/08/2025	93.15	
16957	TRACTOR SUPPLY	TRACTOR SUPPLY CREDIT PLAN	05/08/2025	235.97	
				Non-Electronic Transactions:	33,717.61
				Total Transactions:	33,717.61

AP Check Register Report

City Of South Bay (CSBFND)

Page 1

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16933	1284	UNICUS RAIL AND CONSULTING SERVICES	05/02/2025	30,000.00	
16934	1425	GRAINGER	05/02/2025	162.00	
16935	1426	BRYAN CRAWFORD	05/02/2025	150.00	
16936	1428	YASSMIN ROA	05/02/2025	300.00	
16937	CAP GOVERNMENT	CAP GOVERNMENT	05/02/2025	2,307.50	
16938	FPL	FPL	05/02/2025	6,733.55	
16939	JORDAN CONNORS GROU	JORDAN CONNORS GROUP, INC	05/02/2025	1,666.66	
16940	LAKE HARDWARE	LAKE HARDWARE	05/02/2025	278.94	
16941	ODEXTER SIMMS	ODEXTER SIMMS	05/02/2025	120.00	
16942	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	05/02/2025	585.00	
16943	XEROX CORP	XEROX CORPORATION	05/02/2025	307.37	
Non-Electronic Transactions:					42,631.02
Total Transactions:					42,631.02

42,449.02

GL Reprint Posting Report City Of South Bay (CSBFND)

5/7/2025 10:14:46 AM

Page 1

Posting Detail		Period 21					
Date	GL Account/Description		User ID	Posting Reference		Debits	Credits
05/07/2025	001-000-202000 ACCOUNTS PAYABLE		OM	AP -0000005973 - AAAIVQ			750.00
Tran #:	3	Line: 0	Description: ODEXTER SIMMS/MOTHERS DAY CELE				
05/07/2025	001-311-565229 COMMUNITY ACTIVITIE		OM	AP -0000005973 - AAAIVQ		750.00	
Tran #:	3	Line: 1	Description: ODEXTER SIMMS/MOTHERS DAY CELE				
05/07/2025	001-000-101001 CASH ACCOUNT		OM	AP -0000005975 - AAAIVS			590.00
Tran #:	1	Line: 1	Description: KAUFFS SIGNS & LETTERING/16944 CK#				
05/07/2025	001-000-202000 ACCOUNTS PAYABLE		OM	AP -0000005975 - AAAIVS		590.00	
Tran #:	1	Line: 1	Description: KAUFFS SIGNS & LETTERING/16944				
05/07/2025	001-000-101001 CASH ACCOUNT		OM	AP -0000005975 - AAAIVS			750.00
Tran #:	2	Line: 1	Description: ODEXTER SIMMS/16945 CK#				
05/07/2025	001-000-202000 ACCOUNTS PAYABLE		OM	AP -0000005975 - AAAIVS		750.00	
Tran #:	2	Line: 1	Description: ODEXTER SIMMS/16945				
Totals for Period		21				2,090.00	2,090.00

Report Totals						Debits	Credits
Posting Totals						\$2,090.00	\$2,090.00

AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16958	1423	ALL TRAFFIC SOLUTIONS	05/12/2025	20.00	
Non-Electronic Transactions:					20.00
Total Transactions:					20.00

AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16931	1402	EAST COAST MIGRANT HEAD START PROGRAM	05/01/2025	200.00	
16932	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	05/01/2025	200.00	
Non-Electronic Transactions:				400.00	
Total Transactions:				400.00	

AP Check Register Report
City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH-1081-525	COMCAST	COMCAST	05/12/2025	312.81	I-20639182263
ACH-9978-525	COMCAST	COMCAST	05/12/2025	552.47	I-20639209593
Totals:			Electronic Transactions:		865.28
			Total Transactions:		865.28

AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH-9928-525	COMCAST	COMCAST	05/06/2025	450.80	1-20590299673
Totals:			Electronic Transactions:		450.80
			Total Transactions:		450.80

AP Check Register Report
City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
323	1427	ARDURRA GROUP INC	05/02/2025	1,422.00	
324	CAP GOVERNMENT	CAP GOVERNMENT	05/02/2025	2,057.50	
				Non-Electronic Transactions :	3,479.50
				Total Transactions :	3,479.50