



150 NE 2nd Avenue
Deerfield Beach, FL 33441
954-480-4200

Regular Meeting Community Redevelopment Agency

Tuesday, June 11, 2024

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes

Attachment: May 14, 2024

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

June 11, 2024

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link

<https://deerfield-beach.zoom.us/j/85900863128?pwd=OGZhNmxxZThaVEtwTG9hK0dEYWWh3dz09>

Join Zoom Meeting via telephone by dialing

Call-in Number: (305) 224-1968

Meeting ID: 859 0086 3128#

Participant ID: #

Passcode: 036969#

For complete instructions on joining and/or participating during Public Comment, please click

the following link or attend in person in the City Commission Chambers.

Attachment: Zoom Instructions

GENERAL ITEMS

1. **CRA Resolution 2024/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving a change order to the construction contract with Team Contracting, Inc. for the S-Curve Utility Undergrounding and Streetscape Improvements Project in the amount of \$95,000.00 to address additional staffing costs resulting from the FPL utility undergrounding operations and additional paver sidewalk installation; authorizing execution of change order #4 with Team Contracting, Inc. in an amount not to exceed \$95,000.00; authorizing a budget transfer within the CRA Capital Improvements Fund in the amount of \$95,000.00 from the infrastructure and capital improvements account to the lighting account; providing for implementation and an effective date. (Funds from Account #190-1500-539-63-11 - Lighting)**
Suggested Action: CRA Board to vote on Resolution
Attachment: Team Contracting, Inc.
2. **CRA Resolution 2024/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving an Interlocal Agreement with the City of Deerfield Beach for the City to provide short term loan funding in the amount of \$2,000,000.00 to the CRA for the Sawgrass to Seagrass Center Project located at Sullivan Park; providing for conflicts, severability, and an effective date. (Funds from Account #001-0000-389-90-10 - General Fund/Principle on Interfund Loan to #190-8000-559-6304 - Infrastructure and Capital Improvements - Sullivan Park Facility)**
Suggested Action: CRA Board to vote on Resolution
Attachment: Interlocal Agreement w/ the City
3. **CRA Resolution 2024/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the award of Invitation to Bid #24-10-PC for the Sawgrass to Seagrass Center Project to Shiff Construction & Development, Inc.; authorizing execution of an agreement with Shiff Construction & Development, Inc., the lowest responsive and responsible bidder, in the amount of \$8,129,671.87; providing for implementation and an effective date. (Funds from Account #190-8000-553-63-04 - Infrastructure and Capital Improvements - Sawgrass to Seagrass Center)**
Suggested Action: CRA Board to vote on Resolution
Attachment: Shiff Construction & Development, Inc.

BOARD/ADMINISTRATION COMMENTS

4. **May 2024 Change Order Report**
Suggested Action: Informational purposes only

Attachment: Change Order Report**PUBLIC INPUT****ADJOURNMENT****NEXT MEETING**

July 9, 2024

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes Community Redevelopment Agency

Tuesday, May 14, 2024

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 7:00 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present:

Mr. Michael Hudak
Mr. Ben Preston
Vice Chair Todd Drosky
Chair Bill Ganz

Also Present:

City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Heather Montemayor

Absent:

Mr. Bernie Parness - *excused*

PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - April 9, 2024

MOTION was made by Mr. Preston, seconded by Mr. Hudak, to approve the April 9, 2024 minutes as submitted. Voice Vote:

Yeas: 4 - Mr. Hudak, Mr. Preston, Vice Chair Drosky, and Chair Ganz
Nays: 0

APPROVAL OF AGENDA

May 14, 2024

MOTION was made by Mr. Preston, seconded by Mr. Hudak, to approve the agenda as submitted. Voice Vote:

Yeas: 4 - Mr. Hudak, Mr. Preston, Vice Chair Drosky, and Chair Ganz
Nays: 0

GENERAL ITEMS

- 1. CRA Resolution 2024/005 - A Resolution of the Deerfield Beach Community Redevelopment Agency (CRA), approving an agreement and master lease agreement and orders with Williams Scotsman, Inc. dba Willscot Mobile Mini for the purchase and installation of modular trailers, utilizing Omni Partners Contract No. R210503 in an amount not to exceed \$154,337.80 for a 24-month rental term; providing for execution and an effective date. (Funds from Account #190-1500-554-36-02 - Rent of Building/Office)**

The Resolution was read by title only.

Kris Mory, Community Redevelopment Agency Director, provided a brief overview of the item, which is budgeted and the most cost effective. Further, having staff onsite during construction of the project will be extremely beneficial.

Chair Ganz commended staff, as this is the best solution. Thereafter, he opened the public hearing; however, there were none to speak and the public hearing was closed.

**MOTION was made by Mr. Hudak, seconded by Mr. Preston, to approve Item 1, adopted CRA Resolution 2024/005.
Roll Call:**

Yeas: 4 - Mr. Hudak, Mr. Preston, Vice Chair Drosky, and Chair Ganz
Nays: 0

2. Updates regarding various ongoing projects.

Kris Mory, Community Redevelopment Agency Director, highlighted a brief presentation. She explained that the bids for the Sullivan Park facility closed on May 2nd, and \$8.1 million was the low bid. At the end of June, she will be presenting the project to the Florida Inland Navigation District (FIND) in hopes of seeking grant monies. She explained that although the construction contract is \$8.1 million, the CRA only has \$6.6 million available to fund the project, so a short-term loan from the City is needed to expedite construction, which will be discussed next month; nonetheless, staff is beginning to discuss options for the ground breaking ceremony. Further, she said the restoration for the S-Curve Utility Undergrounding and Streetscape Improvements Project will begin May 20th and staff is currently making door to door notifications. New signage is being installed today at the Cove Shopping Center parking lot, the kiosk installations are being installed around June 10th, and the thermoplastic striping will be completed in June. Furthermore, staff received and is currently reviewing a proposal from WGI for a parking garage feasibility study. Lastly, she outlined the current commercial façade, micro-façade, and public art projects.

Mr. Hudak said since the Sullivan Park facility came under budget, would it be possible to add some of the items that were removed back into the project.

Ms. Mory said yes, it would occur through change orders; nevertheless, staff would have to look into the cost benefit of bringing the more costly items back into the project, i.e. inside flooring, outside columns, etc. Further, she advised that she will present the items that were removed from the project at the June meeting for the Board's consideration.

Mr. Hudak spoke in opposition of having shuttle services within the Cove parking lot, whereas, the City and CRA Board are trying to find ways to help the businesses, and allowing people to park at the Cove, then shuttle them to the beach for a city event is adversely affecting the businesses; therefore, he asked that the shuttle service location be reevaluated for future events.

Vice Chair Drosky said he wants to ensure an A class presentation is given to the FIND, so if anything additional is needed, he asked that Ms. Mory advise accordingly. Further, he spoke in support of the parking garage feasibility study, as something must be done to the Cove Shopping Center parking. Lastly, he agreed with bringing the items that were removed from the Sullivan Park facility back up for discussion.

Mayor Ganz commended staff for their efforts on the cost savings for the Sullivan Park facility. Although he agreed with bringing the previously removed items forward for consideration, he asked that staff ensure items are put in that will aesthetically improve the facility to the level the residents were told it was going to be. Lastly, he spoke in support of the feasibility study.

In response to Chair Ganz's question, Ms. Mory replied that Christine Shaw, FPL, has been helpful and responsive.

GENERAL ITEMS - CONTINUED

Currently, staff is in negotiations with FPL for a component of the project, which is the installation of the underground conduit for the lighting.

ADMINISTRATION COMMENTS

There were no administration comments.

BOARD COMMENTS

There were no board comments.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT

MOTION was made by Mr. Preston, seconded by Mr. Hudak, to adjourn the meeting at 7:25 p.m. Voice Vote:

Yeas: 4 - Mr. Hudak, Mr. Preston, Vice Chair Drosky and Chair Ganz

Nays: 0

BILL GANZ, CHAIR

Heather Montemayor, City Clerk



Community Redevelopment Agency Meeting - June 11, 2024

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Community Redevelopment Agency** meeting will be held on **Tuesday, June 11, 2024, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the CRA Board will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The June 11, 2024, Community Redevelopment Agency meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items. A copy of the agenda for the June 11, 2024 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the Community Redevelopment Agency Meeting:

This meeting will be broadcast live for members of the public via Zoom. Below are the available options for the public to attend/view the meeting:

1. In Person Attendance. Attend in person in the City Commission Chambers.

2. Zoom

a. Via Zoom Online - Access to the meeting will begin at 6:45 PM on June 11, 2024.

i. Use the following link below to access the meeting via Zoom:

<https://deerfield-beach.zoom.us/j/85900863128?pwd=OGZhNmxxZTZhaVEtwTGNhK0dEYWWh3dz09>

ii. The video camera display feature is disabled for public use

b. Via Zoom Telephone - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (305) 224-1968, Meeting ID: 859 0086 3128#, Participant ID: #, Password: 036969#

For more information on using Zoom, please visit Zoom Support at the following link: <https://support.zoom.us/hc/en-us>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

- 1. In person** - Public comment may be given in the Commission chambers during the applicable public comment portion of the meeting.
- 2. Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click "raise hand" on the bottom of the "participants" tab, and your audio will be unmuted when you are recognized.
- 3. Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to "raise your hand" and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk's Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-289

Agenda Date: 6/11/2024

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2024/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving a change order to the construction contract with Team Contracting, Inc. for the S-Curve Utility Undergrounding and Streetscape Improvements Project in the amount of \$95,000.00 to address additional staffing costs resulting from the FPL utility undergrounding operations and additional paver sidewalk installation; authorizing execution of change order #4 with Team Contracting, Inc. in an amount not to exceed \$95,000.00; authorizing a budget transfer within the CRA Capital Improvements Fund in the amount of \$95,000.00 from the infrastructure and capital improvements account to the lighting account; providing for implementation and an effective date. (Funds from Account #190-1500-539-63-11 - Lighting)

Recommended Action

CRA Board to vote on Resolution

Fiscal Impact

Costs: \$95,000.00

Account Name: (From) Infrastructure and Capital Improvements

Account Number: 190-1500-559-63-04

Secondary Account Name: (To) Lighting

Secondary Account Number: 190-1500-539-63-11

Background/History

At the February 21, 2023 CRA Board meeting, ITB #23-44-PC was awarded to Team Contracting, Inc. for S-curve Utility Undergrounding and Streetscape Improvements in the amount of \$2,198,379.90.

On May 15, 2024, change orders 2 and 3 were approved in amounts within the CRA Director's signing authority. Change order 2 was a result of field changes that reduced the number of lighted bollards from 50 to 43 resulting in a \$56,980.00 credit. Change order 3 in the amount of \$121,330.00 was required to add the installation of conduit and electrical pull boxes for decorative street lighting to Team Contracting's scope due to the change from LT-1 to PL-1. In a LT-1 project this work would have been done by FPL as part of their scope of work. It is not included in FPL's PL-1 scope of work. FPL provided a price of \$151,607, so the work was authorized to be done by Team Contracting at the lower price of \$121,330. Change order 3 is funded from the project's \$100,000 construction contingency and from the credit from change order 2.

Current Activity

The total amount requested by Team Construction for Change Order #4 represents the additional staffing costs caused by FPL utility undergrounding operations. It also includes adding a section of paver sidewalk to the project.

Carnahan Proctor and Cross (CPC), the project engineers of record, estimated that FPL, ATT and Comcast would need a total of 140 days to complete the utility undergrounding portion of the S-curve project. CPC estimated a total of 270 days for the entire project duration. It took ATT 47 days and Comcast 44 days to complete their undergrounding operations. FPL did not mobilize to the site for 76 days after ATT completed their work and took 214 days to complete their undergrounding operation. Overall, the project was delayed by FPL undergrounding by 290 days or 20 days longer than the total estimated project duration. Team Contracting included \$110,000 for Project Management and Coordination of 3rd Party Utility Subcontractors in their bid for the estimated 270-day project duration.

The original project completion date was January 16, 2024, but due to the FPL delays the current completion date is December 18, 2024. CRA staff is working diligently with Team Contracting on strategies to expedite the completion of the project before this date.

The streetscape portion of the project provides new brick paver sidewalks on both sides of the street from Breeza to the existing crosswalk in front of JB's restaurant. In response to input from JB's, staff is recommending that the paver sidewalk be extended on the east side of A1A in front of JB's to the Kirk Cottrell Pavilion property line. Without this change, one half of JB's sidewalk would be concrete and one half would be pavers. With this change order the entire sidewalk in front of JB's will be pavers. This is consistent with the project's intent to provide new paver sidewalks throughout the entire S-curve business district as an indicator of a special pedestrian area. Change order 4 includes extending the paver sidewalks based on the unit price per square yard included in the bid line items.

Recommendation

The Board is asked to approve a resolution for Change Order #4 with Team Contracting, Inc. in an amount not to exceed \$95,000 and to approve a budget transfer from the Infrastructure and Capital Improvements (1901500-5596304) line item to the Lighting (1901500-5396311) line item in the amount of \$95,000.

CRA RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH TEAM CONTRACTING, INC. FOR THE S-CURVE UTILITY UNDERGROUNDING AND STREETScape IMPROVEMENTS PROJECT IN THE AMOUNT OF \$95,000.00 TO ADDRESS ADDITIONAL STAFFING COSTS RESULTING FROM THE FPL UTILITY UNDERGROUNDING OPERATIONS AND ADDITIONAL PAVER SIDEWALK INSTALLATION; AUTHORIZING EXECUTION OF CHANGE ORDER #4 WITH TEAM CONTRACTING, INC. IN AN AMOUNT NOT TO EXCEED \$95,000.00; AUTHORIZING A BUDGET TRANSFER WITHIN THE CRA CAPITAL IMPROVEMENTS FUND IN THE AMOUNT OF \$95,000.00 FROM THE INFRASTRUCTURE AND CAPITAL IMPROVEMENTS ACCOUNT TO THE LIGHTING ACCOUNT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, in April 2018, the CRA Board discussed S-Curve lighting as a priority project and indicated a desire to include undergrounding of utilities, which resulted in advancing the project in priority in the 5 Year Capital Improvements Plan adopted as part of the CRA FY 19 Budget; and

WHEREAS, staff solicited and evaluated proposals from three engineering and design firms that were under continuing contracts with the City and deemed Carnahan, Proctor and Cross, Inc. ("CPC") as the most qualified firm to complete the engineering and design services for the S-Curve Utility Undergrounding and Streetscape Improvements project; and

WHEREAS, on March 10, 2020, the CRA executed a Work Authorization with CPC for engineering design services for S-Curve Utility Undergrounding and Streetscape Improvements; and

WHEREAS, on the December 30, 2022, the Procurement and Contract Administration Division (the "Division") issued Invitation to Bid No. #23-04-PC (the "ITB") for the S-Curve Utility Undergrounding and Streetscape Improvements project (the "Project"); and

WHEREAS, on February 21, 2023, the CRA Board awarded the ITB to Team Contracting, Inc. ("Team") and authorized execution of a construction contract with Team, the lowest priced responsive and responsible bidder to the ITB, in an amount not to exceed \$2,198,379.90 (the "Construction Contract"); and

WHEREAS, the undergrounding of FPL utility lines, which is a component of the Project, has been delayed by FPL beyond the anticipated time period for that component of the Project, which has resulted in addition project management costs to Team; and

WHEREAS, the streetscape portion of the Project provides new brick paver sidewalks on both sides of the street from Breeza to the existing crosswalk in front of JB’s restaurant, and, in response from input from JB’s, staff is recommending that the paver sidewalk be extended on the east side of A1A in front of JB’s to the Kirk Cottrell Pavilion property line (the “Sidewalk Extension”); and

WHEREAS, CRA staff recommends a budget transfer within the Capital Projects fund in the amount of \$95,000.00 from the Infrastructure and Capital Improvements account (1901500-5596304) to the Lighting account (1901500-5396311) (the “Budget Transfer”) to fund the additional project management expenses and Sidewalk Extension costs; and

WHEREAS, CRA staff recommends approving a Change Order to the Construction Contract, in an amount not to exceed \$95,000.00 to address the recommended Sidewalk Extension and the additional project management costs resulting from the delayed FPL utility line undergrounding component of the Project (“Change Order #4”), and authorizing the Budget Transfer to fund Change Order #4.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The CRA Board hereby approves Change Order #4 to the Construction Contract with Team, in an amount not to exceed \$95,000.00, to address the recommended Sidewalk Extension and the additional project management costs resulting from the delayed FPL utility line undergrounding component of the Project.

Section 3. The CRA Director is hereby authorized to execute Change Order #4 with Team in an amount not to exceed \$95,000.00, together with such additional terms and non-substantial changes as are acceptable to the CRA Director and approved as to form and legal sufficiency by the CRA Attorney.

Section 4. The Budget Transfer in the amount of \$95,000.00 to fund Change Order #4 is hereby authorized and approved.

Section 5. The appropriate CRA officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, CHAIR

ATTEST:

HEATHER MONTEMAYOR, CLERK



TEAM CONTRACTING
General Contractors & Design Builders
CGC 061511 • CGC 046372

Change Proposal Request 004

Client: City of Deerfield Beach
Contractor: Team Contracting, Inc.

Project No.: 23-04-PC
Project: S-Curve Streetscape
Improvements and Overhead Utility
Undergrounding

This Change Proposal Request (CPR) is submitted requesting a Change Order to the Contract to increase/decrease the time for performance and/or the value of the Contract.

Detailed Basis/Scope for CPR:

- Includes additional costs for Project Management and Maintenance of Traffic due to time overruns by Utility Companies (Items 1.1, 1.3).
- Extension of New Brick Paver Sidewalk from JB's Restaurant Crosswalk to Property Line shared by JB's Restaurant and Kirk Cottrell Pavilion (Items 3.2, 3.3, 3.9).

Financial Data

Contract Values:

Item	Description	Unit	Qty	Unit Price	Total
1.1	Project Management & Coordination of 3rd Party Utility Subcontractors as per ITB documents. Additional Cost due to overruns by Utility Companies	LS	1.0	\$ 56,000.00	\$ 56,000.00
1.3	Maintenance of Traffic (MOT) as per ITB documents. Additional Cost due to overruns by Utility Companies	LS	1.0	\$ 6,552.20	\$ 6,552.20
3.2	Demolition & Removal of Existing Concrete Sidewalk as per ITB documents. Extension of New Brick Paver Sidewalk from JB's Restaurant crosswalk to property line with the Kirk Cottrell Pavilion	SY	43.0	\$ 19.80	\$ 851.40



TEAM CONTRACTING
General Contractors & Design Builders
CGC 061511 • CGC 046372

3.3	Stabilize Sub-Grade (Type B Stabilization), 12" as per ITB documents. Extension of New Brick Paver Sidewalk from JB's Restaurant crosswalk to property line with the Kirk Cottrell Pavilion	SY	43.0	\$ 19.80	\$ 851.40
3.9	Brick Paver Sidewalk with Concrete Foundation & Header or Ribbon Curbing as per ITB documents. Extension of New Brick Paver Sidewalk from JB's Restaurant crosswalk to property line with the Kirk Cottrell Pavilion	SY	43.0	\$ 715.00	\$ 30,745.00

CPR Value: \$ 95,000.00

Increase/Decrease in time for Completion: TBD

Current Completion Date: 12/18/2024

Proposed Completion Date: TBD

By signing and submitting this CPR the Contractor certifies that the supporting cost data is accurate and, in the opinion of the undersigned, the stated prices and/or time request are both fair and reasonable. The signatory certifies that they are authorized by the Contractor to execute this CPR.

Name: Daniel Gell

Signature: *Daniel Gell*

Title: Executive Vice President

Date of Submittal: 05/30/2024

By signing below the signatory has either concurred with or rejected the proposed CPR as submitted:

Owner: ☐ Concur ☐ Rejected

Name

Signature

Date



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-236

Agenda Date: 6/11/2024

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2024/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving an Interlocal Agreement with the City of Deerfield Beach for the City to provide short term loan funding in the amount of \$2,000,000.00 to the CRA for the Sawgrass to Seagrass Center Project located at Sullivan Park; providing for conflicts, severability, and an effective date. (Funds from Account #001-0000-389-90-10 - General Fund/Principle on Interfund Loan to #190-8000-559-6304 - Infrastructure and Capital Improvements - Sullivan Park Facility)

Recommended Action

CRA Board to vote on Resolution

Fiscal Impact

Costs: \$2,000,000

Account Name: From - General Fund/Principle on Interfund Loan

Account Number:001-0000-389-9010

Secondary Account Name: To - Infrastructure and Capital Improvements - Sullivan Park Facility

Secondary Account Number: 190-8000-553-6304

Account Number: 001-0000-389-90-10

Secondary Account Name (TO): CRA/Infrastructure and Capital Improvements/Sullivan Park Facility

Secondary Account Number: 190-1500-559-63-04

Background/History

The Deerfield Beach Community Redevelopment Agency (CRA) has been developing the Sawgrass to Seagrass Center at Sullivan Park as part of the overall redevelopment plan. The project is the Phase 2 expansion of the award-winning Sullivan Park located at 1700 Riverview Road and is meant to further stimulate retail and ecotourism activity in the Cove area. The ambitious project was designed, underwent preliminary permitting and was put out to bid under a competitive solicitation. The solicitation resulted in 5 bids being submitted with a low bid of \$8,129,671. The Board will be asked to approve this contract under a separate agenda item.

Current Activity

The Deerfield Beach CRA does not have adequate Tax Increment Revenue (TIR) available in Fiscal Year 2024 to completely fund the project. After current project obligations and anticipated funding needs over the balance of Fiscal Year 2024, the CRA has approximately \$6,100,000 available in FY 2024 to fund this project, resulting in a net funding gap of roughly \$2,000,000. The CRA Board, however, is desirous of moving forward to get the project under contract to avoid further price escalation and to expedite project commencement.

In order to achieve these objectives, the CRA proposes an Interlocal Agreement, wherein the CRA

would borrow the balance of the funds necessary from the City (\$2,000,000) for the CRA to enter into a contract with the low bidding firm. The CRA proposes paying the current market interest rate for the funds. The City's financial advisor has indicated a loan rate of 6% APR. The term of the loan will be from approval, through January 1, 2025 (or within one month after the FY25 TIR revenue is received, whichever is earlier). Interest will be paid beginning on the date that funds are transferred to the CRA. The CRA will collect new TIR funding in Fiscal Year 2025 of approximately \$6,200,000. As per State of Florida Statutes, these funds are due to the CRA by January 1, 2025.

Project construction is projected to commence in October 2024. The CRA will pay all project invoices using CRA funds until they are exhausted. The CRA will only draw on borrowed City funding in the event that CRA funds are no longer available. After careful examination of the project construction critical path schedule, it is highly unlikely that City funds will actually be used. Upon receipt of Fiscal Year 2025 TIR payments or no later than January 1, 2025, the CRA will reimburse the City in full. This item provides the flexibility of the CRA securing a loan of an amount up to \$2,000,000, in the event it is needed.

Recommendation

The CRA Board is asked to approve the proposed Interlocal Agreement with the City of Deerfield Beach for a short-term loan of an amount up to \$2,000,000 as per the terms of the Interlocal Agreement.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF DEERFIELD BEACH FOR THE CITY TO PROVIDE SHORT TERM LOAN FUNDING IN THE AMOUNT OF \$2,000,000.00 TO THE CRA FOR THE SAWGRASS TO SEAGRASS CENTER PROJECT LOCATED AT SULLIVAN PARK; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Deerfield Beach CRA (the “CRA”) has been developing the Sawgrass to Seagrass Center at Sullivan Park project (the “Project”) as part of the CRA’s redevelopment plan; and

WHEREAS, the Project is part of the Phase 2 expansion of Sullivan Park, and the Project is intended to stimulate retail and ecotourism activity in the Cove area; and

WHEREAS, on March 6, 2024, the CRA, through the City’s Procurement Division, issued Invitation to Bid No. 24-10-PC (the “ITB”) for the Sawgrass to Seagrass Center Project located in Sullivan Park; and

WHEREAS, the CRA Board will be considering the award of the ITB at its June 11, 2024 CRA meeting; and

WHEREAS, the apparent low bid response to the ITB for the Project construction is in the amount of \$8,125,617.87, which exceeds the CRA’s current obligated Fiscal Year 2024 (“FY 24”) budgeted costs; and

WHEREAS, the CRA currently has budgeted approximately \$6.1 million in FY 2024 for the Project and intends on allocating approximately \$2,000,000.00 in the Fiscal Year 2025 budget upon receipt of its Tax Increment Funding, which is due to the CRA by January 1, 2025; and

WHEREAS, due to the significant enhancements that the Project will bring to Sullivan Park, and to insure that the Project can commence immediately upon award of the ITB and the Project not be impacted by price escalations, the CRA has requested that the City provide the CRA with a short-term loan in the amount of \$2,000,000.00 at the rate of 6% APR to bridge the gap in the FY 2024 CRA budget (the “Short-Term Loan”), and the CRA will repay the Short-Term Loan amount plus interest to the City in Fiscal Year 2025 upon the CRA’s receipt of the Fiscal Year 2025 tax increment revenues; and

WHEREAS, CRA staff recommends that the CRA Board approve the Interlocal Agreement with the City, attached as Exhibit “A”, for the City to provide the Short-Term Loan to the CRA to facilitate execution of a construction contract for the Project and commencement of the Project construction (the “Interlocal Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The CRA Board hereby approves the Interlocal Agreement with the City of Deerfield Beach, attached as Exhibit “A”, for the City to provide the Short-Term Loan to the CRA to facilitate execution of a construction contract for the Project and commencement of the Project construction.

Section 3. The Chair and Executive Director are hereby authorized to execute the Interlocal Agreement with the City, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the Executive Director and approved as to form and legal sufficiency by the CRA Attorney.

Section 4. The appropriate CRA officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 7. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, CHAIR

ATTEST:

HEATHER MONTEMAYOR, CLERK

**INTERLOCAL AGREEMENT BETWEEN CITY OF DEERFIELD BEACH, FLORIDA
AND CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into this _____ day of June, 2024, by and between the City of Deerfield Beach, a municipal corporation of the State of Florida (“City”) and the City of Deerfield Beach Community Redevelopment Agency (“CRA”).

WITNESSETH:

WHEREAS, the CRA has been developing the Sawgrass to Seagrass Center at Sullivan Park project (the “Project”) as part of the CRA’s redevelopment plan; and

WHEREAS, the Project is part of the Phase 2 expansion of Sullivan Park, and the Project is intended to stimulate retail and ecotourism activity in the Cove area within the City in the CRA area; and

WHEREAS, on March 6, 2024, the CRA, through the City’s Procurement Division, issued Invitation to Bid No. 24-10-PC (the “ITB”) for the Sawgrass to Seagrass Center Project located in Sullivan Park (“Project”); and

WHEREAS, on March 6, 2024, the CRA, through the City’s Procurement Division, issued Invitation to Bid No. 24-10-PC (the “ITB”) for the Sawgrass to Seagrass Center Project located in Sullivan Park; and

WHEREAS, the CRA Board will be considering the award of the ITB at its June 11, 2024 CRA meeting; and

WHEREAS, the apparent low bid response to the ITB for the Project construction is in the amount of \$8,125,617.87, which exceeds the CRA’s current obligated Fiscal Year 2024 (“FY 24”) budgeted costs; and

WHEREAS, the CRA currently has budgeted approximately \$6.1 million in FY 2024 for the Project and intends on allocating approximately \$2,000,000.00 in the Fiscal Year 2025 budget upon receipt of its Tax Increment Funding, which is due to the CRA by January 1, 2025; and

WHEREAS, due to the significant enhancements that the Project will bring to Sullivan Park, and to insure that the Project can commence immediately upon award of the ITB and the Project not be impacted by price escalations, the CRA has requested that the City provide the CRA with a short-term loan in the amount of \$2,000,000.00 at the rate of 6% APR to bridge the gap in the FY 2024 CRA budget (the “Short-Term Loan”), and the CRA will repay the Short-Term Loan amount plus interest to the City in Fiscal Year 2025 upon the CRA’s receipt of the Fiscal Year 2025 tax increment revenues; and

WHEREAS, the City has agreed to provide Short-Term Loan to the CRA in an amount not to exceed \$2,000,000.00 in accordance with the terms and conditions of this Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties hereby agree as follows:

ARTICLE 1
AUTHORITY AND CONDITIONS PRECEDENT

1.1 The above recitals and the findings of fact contained in this Agreement are true and correct and incorporated into this Agreement by this reference.

1.2 This Interlocal Agreement is entered into pursuant to Section 163.387, Florida Statutes, and Section 163.01, Florida Statutes, entitled “Florida Interlocal Cooperation Act of 1969,”.

ARTICLE 2
CITY FUNDING AND CRA REPAYMENT OBLIGATION

2.1 The City shall loan the CRA an amount not to exceed \$2,000,000.00, for a period not to extend beyond January 1, 2025, to be utilized for the construction costs of the Project in accordance with the contract terms and conditions between the CRA and the CRA selected contractor for the construction of the Project (the “Contractor”).

2.2 For the term of this Agreement (as defined in Article 3 below), the CRA shall provide City with documentation of all payments made to the Contractor for the Project.

2.3 It is hereby acknowledged and agreed that the CRA will first utilize the CRA Fiscal Year 2024 budgeted funds for the payment of Project constructions costs, and the CRA shall only utilize the Short-Term Loan funds if the CRA’s FY 2024 budgeted funds for the Project have been fully expended and the CRA’s Fiscal Year 2025 tax increment revenues are not yet available for payment of such Project costs.

2.3. The CRA shall remit payment in the amount of \$2,000,000.00, plus interest at a rate of 6% APR, upon the earlier to occur of (i) one month after the CRA receives the CRA’s Tax Increment Funding for Fiscal Year 2025, or January 1, 2025.

ARTICLE 3
TERM

The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until all funding provided by the City to the CRA through the Short Term Loan has been fully repaid to the City, including the payment of all applicable interest due on the Short Term Loan (the “Term”).

ARTICLE 4 **NOTICES**

Whenever either party desires to give notice to the other, it must be given in writing, sent by certified United States mail, return receipt requested and addressed to the party for whom it is intended, at the addresses designated below. The place for giving notice shall remain the same unless changed by either party. For the present, the parties designate the following as the respective places for giving notice:

AS TO THE CRA:

Kris Mory, CRA Executive Director
150 NE 2nd Avenue
Deerfield Beach, Florida 33441

AS TO CITY:

David Santucci, City Manager
150 NE 2nd Avenue
Deerfield Beach, FL 33441

ARTICLE 5 **JURISDICTION, VENUE AND GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No Single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 6 **MISCELLANEOUS**

6.1 NO THIRD-PARTY BENEFICIARIES - Nothing in this Agreement shall be construed or interpreted to give any rights or benefits to anyone other than the CRA and the City.

6.2 WAIVER - No waiver of any provision in this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be continuing or future waiver.

6.3 ENTIRETY OF THE AGREEMENT – The CRA and City agree that this Interlocal Agreement sets forth the entire agreement between the parties regarding the subject matter in this Interlocal Agreement and that there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except through written consent and approval of the CRA and City.

**INTERLOCAL AGREEMENT BETWEEN CITY OF DEERFIELD BEACH, FLORIDA
AND CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: The City Commission of the City of Deerfield Beach, Florida, signing by and through its MAYOR, authorized to execute same on the 4th day of June, 2024, and the City of Deerfield Beach Community Redevelopment Agency, by and through its BOARD, signing by and through its Chair, authorized to execute same by BOARD action on the 11th day of June, 2024.

CITY OF DEERFIELD BEACH, a municipal
corporation of the State of Florida

ATTEST:

By: _____
BILL GANZ, MAYOR

HEATHER MONTEMAYOR
CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF DEERFIELD
BEACH, FLORIDA, ONLY:

ANTHONY C. SOROKA, CITY ATTORNEY

CITY OF DEERFIELD BEACH COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

By: _____
BILL GANZ, CHAIR

HEATHER MONTEMAYOR, CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CRA ATTORNEY



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-238

Agenda Date: 6/11/2024

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2024/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the award of Invitation to Bid #24-10-PC for the Sawgrass to Seagrass Center Project to Shiff Construction & Development, Inc.; authorizing execution of an agreement with Shiff Construction & Development, Inc., the lowest responsive and responsible bidder, in the amount of \$8,129,671.87; providing for implementation and an effective date. (Funds from Account #190-8000-553-63-04 - Infrastructure and Capital Improvements - Sawgrass to Seagrass Center)

Recommended Action

CRA Board to vote on Resolution

Fiscal Impact

Costs: \$8,129,671.87

Account Name: Infrastructure and Capital Improvements - Sawgrass to Seagrass Center

Account Number: 190-8000-553-63-04

Background/History

The Deerfield Beach CRA has been working on the design, permitting, and bidding of the Sawgrass to Seagrass Center at Sullivan Park Project. The construction project was advertised for a competitive Invitation to Bid as per the details of the attached purchasing memorandum. The solicitation resulted in healthy competition with 5 contractors submitting bids for the work ranging from a low bid of \$8,129,671.87 to a high bid of \$9,146,071.67.

Current Activity

The low bid of \$8,129,671.87 was submitted by Shiff Construction & Development, Inc. (Shiff). Purchasing has indicated that Shiff has met all the requirements of the ITB and therefore recommends award of the bid to this firm.

If approved, the project is scheduled to take 14 months to construct. Groundbreaking is scheduled for approximately October 1st with planned completion by December 2025.

This is a budgeted expense. In a previous agenda item, the CRA Board was asked to approve a short term loan from the City of Deerfield Beach in the amount of \$2,000,000 to expedite the issuance of a Purchase Order for this contract. Those funds will likely not need to be used for this contract, as CRA funds will be spent first.

Recommendation

Staff recommends approval of this item.

CRA RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING THE AWARD OF INVITATION TO BID #24-10-PC FOR THE SAWGRASS TO SEAGRASS CENTER PROJECT TO SHIFF CONSTRUCTION & DEVELOPMENT, INC.; AUTHORIZING EXECUTION OF AN AGREEMENT WITH SHIFF CONSTRUCTION & DEVELOPMENT, INC., THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, IN THE AMOUNT OF \$8,129,671.87; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Deerfield Beach CRA has been working on the design, permitting, and bidding of the Sawgrass to Seagrass Center at Sullivan Park construction Project (the “Project”); and

WHEREAS, Invitation to Bid No. 24-10-PC for the Sawgrass to Seagrass Center Project (the “ITB”) was issued by the City of Deerfield Beach Purchasing division; and

WHEREAS, the ITB was issued in e-Procurement Marketplace on March 6, 2024, and the notice was also sent to 419 prospective bidders via the e-Procurement Marketplace; and

WHEREAS, 29 vendors viewed the ITB documents; and

WHEREAS, on May 2, 2024 at 2:00 p.m., the ITB due date and time, the Purchasing and Contract Division (the “Division”) opened the five bid responses that were timely received, and reviewed the bids to ensure they met the ITB requirements; and

WHEREAS, three additional firms submitted no bids that cited current workloads or insufficient bonding capacity for the basis of their “no bid” submissions; and

WHEREAS, the Division reviewed the bid submitted by Shiff Construction & Development, Inc. (“Shiff”), the apparent low bidder, discussed it with the CRA staff and concluded that Shiff met all the requirements of the ITB; and

WHEREAS, the Division recommends that the CRA Board approve the award of the ITB to Shiff, the lowest responsive and responsible bidder to the ITB, and authorize execution of an agreement with Shiff for the Project, attached as Exhibit “1”, in the amount of \$8,129,671.87 (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The CRA Board hereby approves the award of the ITB to Shiff, the lowest priced responsive and responsible bidder, for the Project.

Section 3. The CRA Chair is hereby authorized to execute the Agreement with Shiff for the Project in the amount of \$8,129,671.87, attached as Exhibit “1”, together with such non-substantial changes as are acceptable to the CRA Director and approved as to form and legal sufficiency by the CRA Attorney.

Section 4. The appropriate CRA officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, CHAIR

ATTEST:

HEATHER MONTEMAYOR, CLERK

Construction Contract Between Deerfield Beach Community Redevelopment Agency (CRA) and Shiff Construction & Development, Inc. (Contractor) For Sawgrass to Seagrass Center at Sullivan Park Project

This Contract is made and entered into this 11th day of June, 2024 between the City of Deerfield Beach Community Redevelopment Agency ("CRA") and Shiff Construction & Development, Inc., a Florida Profit Corporation authorized to do business in the State of Florida ("Contractor") whose principal place of business is 180 SW 6th Street, Pompano Beach, FL 33060.

RECITALS:

WHEREAS, on March 6, 2024, the CRA issued ITB No. 24-10-PC, and any addenda (collectively, the "Solicitation") for the Sawgrass to Seagrass Center at Sullivan Park ("Project"); and

WHEREAS, on June 11, 2024, the CRA Board passed and adopted Resolution No. 2024/_____ awarding the Solicitation to Contractor and authorizing the CRA to execute this Contract.

NOW, THEREFORE, the parties, for the considerations set forth herein, mutually agree as follows:

1. Entire Contract/Agreement

This Contract shall consist of the Contract Documents of which this is a part. The Contract Documents shall consist of this Contract, the entire Solicitation and all documents contained therein, including, but not limited to, advertising or issuance of the Solicitation, the Instructions to Bidders, Response Requirements, the General Terms and Conditions of the Solicitation, inclusive of Definitions, the Special Terms and Conditions, Insurance, Scope of Work, the General Conditions of the Construction Contract attached as Exhibit "A" and incorporated by reference, sample forms, Drawings, any special conditions (as revised), any supplementary conditions, all Construction Plans, plans and technical specifications and the Solicitation and all Forms submitted by the Contractor (except those provisions of the Solicitation response not accepted by the CRA) and any addendum issued by the CRA (collectively, the "Contract Documents"). All said documents and provisions contained therein shall be binding contractual provisions. In the event of a conflict between the terms and conditions of this Contract and the terms and conditions contained in the Solicitation, the terms and conditions of this Contract shall control.

2. Total Contract Price

The total contract price shall be \$8,129,671.87 payable to Contractor as provided in Article 9 –Payments and Completion of the General Conditions of this Contract, which amount shall be accepted by Contractor as full compensation for all such work. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon the CRA's obligation to compensate Contractor for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Work. No amount shall be paid to Contractor to reimburse its expenses

3. Term

This Contract shall take effect upon execution by the parties and shall continue until Final Completion of the Work, unless terminated earlier as provided herein (the "Term"). Time is of the essence for all obligations of Contractor under the Contract Documents.

4. Substantial/Final Completion

The Contractor shall complete the Work and achieve substantial completion in accordance with the Contract terms and conditions within Three Hundred Ninety-Five (395) calendar days of the CRA's issuance of the Notice to Proceed and shall achieve final completion in accordance with the Contract terms and conditions within Four Hundred Twenty-Five (425) calendar days of the CRA's issuance of the Notice to Proceed (the "Final Completion Date").

5. Payment of Subcontractors

Contractor shall ensure that all subcontractors, laborers, or other providers of goods and services are paid in full for services properly rendered in accordance with applicable law. This shall be the full responsibility of the Contractor and a requirement for payment.

6. Progress Payment

Based upon application for payment submitted to the CRA by Contractor, the CRA shall make progress payments on account of the Contract Price as set forth in Article 9 of the General Conditions of the Construction Contract which is included as part of the Contract Documents.

6.1 No progress payments shall be made more often than 30-day cycles. The first 30-day cycle shall begin 30 calendar days after Commencement of construction and continue thereafter in 30-day intervals provided that application for payment be made within three (3) days of the commencement of each period.

6.2 The CRA shall then have seven (7) days to review the application for payment and either approve or deny the application or authorize a payment of a lesser amount. The CRA shall, within 25 business days after the date the payment request or invoice is stamped received by the CRA, make the payment set forth in the application for payment, less retainage pursuant to subsection 6.4 below and the Contract Documents, including but not limited to Article 9 of the General Conditions of the Contract.

6.3 Each application for payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents and attached to this Contract as Attachment "1". The schedule of values shall fairly allocate the contract sum among the various portions of the Work, which shall include but not be limited to listing the cost of materials, cost of labor, the cost of equipment and the cost of subcontractor work separately for all portions of the Work delineated and be shall be prepared by the Contractor and must be approved in writing by the CRA. In case the CRA and Contractor cannot agree on a schedule of values, the CRA shall determine the schedule of values to be used.

6.4 Five percent (5%) retainage shall be withheld from each payment. However, CRA may still withhold amounts representing the Work, which CRA deems incomplete or inconsistent with the Contract Documents or unsatisfactory, or the amount of any

unsettled claims or withhold amounts set forth in the General Conditions and as set forth in Sections 218.735 and 255.078, Florida Statutes.

- 6.5 All applications for payment shall contain an affidavit from Contractor that all subcontractors, laborers, material men, and other providers of services have been paid in full for services to date. The CRA may also request other assurances from the Contractor, including, but not limited to full or partial releases or waiver of liens.

7. Audit Right and Retention of Records

CRA shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to this Project. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of Contractor and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its subcontractor, as applicable, shall make same available at no cost to CRA in written form. Contractor and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CRA, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

8. Termination

The termination provisions applicable to this Contract are as set forth in Article 14 of the General Conditions for the Construction Contract.

9. Indemnification

- 9.1 Indemnification for Construction Contracts: To the fullest extent permitted by Chapter 725, Florida Statutes, as may be amended, the Contractor hereby agrees to indemnify, defend, and hold harmless the CRA, its officers and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract Documents. The provisions of this section shall survive the expiration or earlier termination of the Contract. To the extent considered necessary by the CRA's Project Manager and to the extent permitted by law, any sums due the Contractor under the Contract may be retained by the CRA until all claims for indemnification pursuant to the Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the Owner.

- 9.2 The indemnification obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or persons employed or utilized by the Contractor, in the performance of the Contract Documents under any insurance required by the

Contract Documents including, but not limited to, workers' compensation acts, disability benefit acts, or other employee benefit acts.

- 9.3 The obligations of the Contractor under the Contract shall not extend to the liability of the Consultant, the Consultant's subconsultants, and agents and employees or any of them arising out of: (1) the Consultant's preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Consultant, the Consultant's subconsultants, and agents and employees of any of them.
 - 9.4 The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the CRA or its respective officers, employees, agents and instrumentalities as required herein. Contractor acknowledges that specific consideration has been paid or will be paid under this Contract for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity. The provisions of this Article shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the CRA, any sums due Contractor under this Contract may be retained by CRA until all of CRA's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest.
 - 9.5 The Contractor agrees to defend, hold harmless and indemnify the CRA from and against any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the CRA, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the CRA's Representative. Removal and replacement of any Contractor's personnel as used in this Paragraph 9 and subsections shall not require the termination or demotion of such Contractor's personnel.
 - 9.6. Nothing in this Contract shall be deemed or treated as a waiver by the CRA of any immunity to which it is entitled by law, including but not limited to the CRA's sovereign immunity as set forth in Section 768.28, Florida Statutes.
10. Patent and Copyright Indemnification
- 10.1 The Contractor warrants that all Work furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third-party proprietary rights.
 - 10.2 The Contractor shall be liable and responsible for any and all claims made against the CRA for infringement of patents, copyrights, service marks, trade secrets or any other third-party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the CRA, its

officials and employees and defend any action brought against the CRA with respect to any claim, demand, cause of action, debt, or liability.

- 10.3 In the event any Work or anything provided to the CRA hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the CRA's option, to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the CRA , at the Contractor's expense, the rights to use the item(s).
- 10.4 The Contractor shall be solely responsible for determining and informing the CRA whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from performing Work hereunder. The Contractor shall enter into Contracts with all suppliers and Subcontractors at the Contractor's own risk. The CRA's Representative may reject any Work that it believes to be the subject of any such litigation or injunction, or if, in the CRA's Representative's judgment, use thereof would delay the Work or be unlawful.
- 10.5 The Contractor shall not infringe upon any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

11. Nondiscrimination

Any supplier or Contractor in performing under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, ancestry, color, religion, sex, marital status, disability or national origin, nor otherwise commit an unfair employment practice. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment without regard to their race, creed, color, ancestry, religion, sex, marital status, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts entered into with suppliers of materials or services, and all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract.

12. Compliance with Applicable Laws

Contractor shall comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the Work performed under this Contract. The Contractor acknowledges familiarity with the laws that may be applicable to the Work.

13. Substitution of Personnel

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the CRA's Representative in

writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, under urgent circumstances, such substitution can be implemented immediately with the CRA's Representative's approval.

14. Successors and Assignments

The CRA and Contractor respectively bind themselves, their successors and assigns to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, Contracts and obligations contained in this Contract. The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the CRA, which may be withheld in the CRA's sole discretion.

15. Notice Requirements

Any notices required under this Contract shall be provided in writing and either hand-delivered or sent by a nationally recognized overnight courier to the addresses of the parties stated below:

FOR CRA:

Kris Mory, CRA Executive Director– City of Deerfield Beach Community Redevelopment Agency
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

CONSTRUCTION CONTRACT

IN WITNESS WHEREOF the parties have caused these presents to be executed.

**DEERFIELD BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
BILL GANZ, CHAIR

Date: _____

ATTEST:

HEATHER MONTEMAYOR, CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF AND RELIANCE BY THE
DEERFIELD BEACH CRA, ONLY.

ANTHONY C. SOROKA, CRA ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST: Shiff Construction & Development, Inc.

(Secretary)

By: _____
(Signature)

(Corporate Seal) if applicable

(Type Name/Title Signed Above)

Date: _____

EXHIBIT “A”

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. CONTRACTOR DEFAULT; TERMINATION OR SUSPENSION OF THE CONTRACT

ARTICLE 1

GENERAL PROVISIONS

1.1 CAPITALIZATION

Terms capitalized in these General Conditions include those that are: (1) specifically defined, and (2) the titles of numbered articles and identified references to Articles, Sections and Paragraphs in the document.

1.2 INTERPRETATION

In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.3 DEFINITION OF CONTRACT TERMS

- a. **Allowance** is the Contractor's cost for materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts.
- b. **Change Order** is a written instrument prepared by the Consultant and signed by the Contractor and approved by the CRA.
- c. **Claim** is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief pursuant to the Contract. The term "Claim" also includes other disputes and matters between the CRA, Consultant or Contractor arising out of or relating to the Contract.
- d. **Construction Change Directive** is a written order prepared and signed by the Consultant and approved by the CRA, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Contract Time, or both.
- e. **Consultant** is the person or corporation identified in the Contract between CRA and Contractor and on the Project Data Sheet.
- f. **Contract Days** shall mean consecutive calendar days unless otherwise specifically defined.
- g. **Contract Documents** represents the entire and integrated Contract between the parties hereto and supersedes prior negotiations, representations or Contracts, either written or oral. Unless specifically enumerated in the Contract, the Contract Documents includes but is not limited to, advertising, or the Solicitation, the Instructions to Bidders, Response Requirements, the General Terms and Conditions of the Solicitation, the Special Terms and Conditions, Insurance, Scope of Work, the General Conditions of the Construction Contract, sample forms, Drawings, any special conditions (as revised), any supplementary conditions, all Construction Plans, plans and technical specifications and the Solicitation and all Forms submitted by the Contractor (except those provisions of the Bid response not accepted by the CRA) and any addendum issued by the CRA. All said documents and provisions contained therein shall be binding contractual provisions.

- h. **Contract Price** is the total amount payable by the CRA to the Contractor for performance of the Work under the Contract Documents.
- i. **Contract Time** the number of days, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- j. **Contractor** is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- k. **Date of Commencement** of the Work is the date established in the Notice to Proceed. The date shall not be postponed by the Contractor or by persons or entities for which the Contractor is responsible.
- l. **Default** shall mean any action or omission that may result in termination of the Contract by the CRA.
- m. **Drawings** are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. Shop Drawings are not Drawings.
- n. **Fifty (50) percent completion** is the point at which the CRA has expended 50 percent of the total cost of the Work as identified in the Contract Documents together with all costs associated with existing change orders and other additions or modifications to the Work provided for in the Contract Documents.
- o. **Final Completion** is the complete performance of the Work required in accordance with the Contract Documents.
- p. **Mobilization** is to perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for equipment, supplies, and incidentals directly related to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, security measures, and sanitary and other facilities, including the costs of bonds and required insurance for the start of the work and excluding the cost of construction materials.
- q. **Modification** is a written amendment to the Contract signed by the CRA, Consultant and/or Contractor.
- r. **Notice to Proceed** is a written notice given by CRA to Contractor authorizing the Contractor to proceed with the Work.
- s. **Own Forces** shall mean the CRA's employees, consultants and Independent Contractors that perform Work on the CRA's behalf under a separate Contract.
- t. **Product Data** are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- u. **Project** is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the CRA or by separate Contractors.

- v. **Project Manual** includes the Notice to Bidders, Instructions To Bidders, Bid Form, Contractor's Qualification Statement, Bid Security/Bond, Addenda, Contract, General Conditions, Supplemental Conditions, Bonds, Certification of Payment Forms, Consent of Surety, Project Closeout Checklist, Specifications and Drawings, all of which shall also constitute the bidding documents.
- w. **Samples** are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- aa. **Shop Drawings** are all certified affidavits, drawings, diagrams, illustrations, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, Supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by Contractor to illustrate material or equipment for some portion of the Work. .
- bb. **Specifications** are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- cc. **Subcontractor** is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the Project site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate Contractor or subcontractors of a separate Contractor.
- dd. **Substantial Completion** is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents, including satisfying the requirements set forth in the General Conditions, and the appropriate public authorities have issued at least a temporary certificate of completion/occupancy for the entire Project so that the CRA can occupy or utilize the Work or designated portion thereof for its intended use.
- ee. **Sub-subcontractor** is a person or entity that has a direct or indirect Contract with a Subcontractor to perform a portion of the work at the Project site. The term "Sub-Contractor" is referred to throughout the Contract Documents as if singular in number and means a sub-subcontractor or an authorized representative of the Sub-subcontractor.
- ff. **Supplier** is a person or entity that provides equipment and/or materials to the Contractor or Subcontractors for use and/or incorporation into the Project.
- gg. **Work** means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.4 EXECUTION, CORRELATION AND INTENT

- A. The Contract Documents shall be signed by the CRA and Contractor as provided in the Contract. The Contract may be amended or modified only by a written

Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Consultant and Contractor; (2) between the CRA and a Subcontractor, Sub-subcontractor, Subconsultant, Sub-subconsultant or Suppliers; or (3) between any persons or entities other than the CRA and Contractor. The Consultant shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Consultant's duties.

- B. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- C. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.
- D. Organization of the Specifications into division, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among its subcontractors in establishing the extent of Work to be performed by any trade.
- E. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- F. Upon completion of construction, Contractor shall provide the CRA with one original print and a CADD disk of as-built additions to the Project.

1.5 OWNERSHIP AND USE OF CONSULTANT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications and other documents prepared by the Consultant are instruments of the Consultant's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment Supplier shall own or claim a copyright in the Drawings, Specifications and other Documents prepared by the Consultant, and unless otherwise indicated, the Consultant shall be deemed the author of them and CRA will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Consultant, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Consultant and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any subcontractor, sub-subcontractor or material or equipment Supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the CRA and Consultant. The Contractor, subcontractors, sub-subcontractors and material or equipment Suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Consultant appropriate to and for use in the execution of

their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Consultant. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Consultant's copyright or other reserved rights.

ARTICLE 2

CRA'S RESPONSIBILITIES

- 2.1 Except for permits and fees, which are the responsibility of the Contractor under the Contract Documents, the CRA shall secure and pay for necessary easements.
- 2.2 Information or services under the CRA's control shall be furnished by the CRA with reasonable promptness to avoid delay in orderly progress of the Work. However, Contractor is responsible for obtaining any and all building permits and inspections and said approvals are solely within the respective department and/or governmental agency's own judgment.
- 2.3 Unless otherwise provided in the Contract Documents, after the contract is executed between the parties, the Contractor will be furnished, free of charge, three (3) copies of Drawings and Project Manuals as are necessary for execution of the Work.
- 2.4 The foregoing are in addition to other duties and responsibilities of the CRA enumerated herein and especially those in respect to Article 6 (Construction by CRA or by Separate Contractors), Article 9 (Payments and Completion), and Article 11 (Insurance and Bonds) herein.

2.5 CRA'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work, which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the CRA , by written order signed by the CRA's Representative may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the CRA to stop the Work shall not give rise to a duty on the part of the CRA to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subsection 6.1 C. of Article 6 herein.

2.6 CRA's RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents with due diligence and fails to provide a schedule of repairs and commence the repairs within a period of time, to be determined by the CRA in its sole discretion, after receipt of written notice from the CRA , the CRA may after such period of time, without prejudice to other remedies the CRA may have, withhold progress payments until the Contractor substantially completes the repairs cited in the CRA's 's notice. If the Contractor fails to substantially complete the repairs, the CRA may contract with another Contractor for the necessary repairs. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the CRA. The Contractor's failure to substantially complete the repairs may, at the CRA's sole discretion, be a reasonable basis for the CRA to terminate the contract.

2.7 CRA'S RIGHT TO PERFORM WORK AT THE SITE

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

ARTICLE 3 **CONTRACTOR'S RESPONSIBILITIES**

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- A. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the CRA and shall at once report to the CRA and Consultant all errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the CRA or Consultant for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the CRA and Consultant. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the CRA and Consultant, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the costs attributable to the correction.
- B. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the CRA and Consultant at once.
- C. The Contractor shall perform the Work in accordance with the Contract Documents and submittals.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

- A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents specifically provide otherwise.

- B. The Contractor shall be responsible to the CRA for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a Contract with the Contractor.
- C. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Consultant in the Consultant's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- D. The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

3.3 SIGNATORY

- A. Certification of Payment and all other written communications to the CRA shall be signed by the individual whose name appears on the Contract between the CRA and Contractor.
- B. Certifications of Payment not bearing the proper signatory shall be rejected by the CRA.

3.4 COMMUNICATION

The Contractor shall employ and maintain on the Project site at all times supervisory personnel fluent in English who can effectively communicate with the CRA's representative(s) and Consultant. The CRA's representative(s) shall have the right to determine whether the supervisory personnel's ability to communicate is effective.

3.5 EMERGENCY SITUATIONS

The Contractor shall furnish the CRA the name(s) and local telephone numbers(s) of supervisory persons who are available 24 hours per day, 7 days a week (including holidays) in the event of an emergency related to the Project

3.6 TELEPHONE, COMPUTER AND E-MAIL ADDRESS

The Contractor, through the course of the Project shall maintain an e-mail address, a local telephone number to his office and to the Project site personnel. The Contractor through the course of the Project shall maintain the use of a computer at Contractor's office.

3.7 LABOR AND MATERIALS

- A. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

- B. The Contractor shall enforce strict discipline and good order among the Contractor's employees and Subcontractors and their employees and all other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.8 WARRANTY

A. The Contractor warrants to the CRA and Consultant for one (1) year from the date Substantial Completion is achieved for the Work that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the CRA's name and for its sole benefit and Contractor shall transfer any and all manufacturers' warranties and documents to CRA

B. During the course of performing the Work and during the Contractor's warranty period, Contractor shall obtain all required inspections or other required documentation by the suppliers and Manufacturers' representatives for equipment and supplies, in order to ensure that all Manufacturer warranties will be honored throughout the Manufacturer's entire warranty period.

C. The Warranty obligations set forth in this Contract shall survive completion and Final Payment and expiration or termination of this Contract for the Work performed to the date of termination.

D. To the extent that defects and deficiencies in Contractor's Work are discovered after Substantial Completion, CRA is entitled to recover damages from Contractor and Surety for all losses sustained by CRA, or for which CRA is responsible, as a result of the defects and deficiencies.

3.9 TAXES

The Contractor shall secure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall include and pay all state and local sales, consumer and use taxes.

3.10 PERMITS, FEES AND NOTICES

A. The Contractor shall be responsible for securing all Federal, State, County, Municipal and Special Taxing District permits applicable to this Project, unless otherwise specified in the Special Conditions.

B. The Contractor shall be responsible for payment of Federal, State, County, Municipal and Special Taxing District permit fees applicable to this Project, unless otherwise specified in the Special Conditions.

- C. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.
- D. It is not the Contractor's responsibility to ascertain whether the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly provide written notice to the CRA and Consultant of the necessary changes. The necessary changes will be made by the appropriate Modification document.
- E. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the CRA and Consultant, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.11 ALLOWANCES

- A. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the CRA may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.
- B. Unless otherwise provided in the Contract Documents:
 - 1. Materials and equipment under an Allowance shall be selected promptly by the CRA to avoid delay in the Work;
 - 2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated Allowance amounts shall be included in the Contract Sum and not in the Allowances;
 - 3. Whenever costs are more or less than Allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the following: (1) the difference between actual costs and the Allowances under this subsection; and (2) changes in Contractor's costs under provision 2. above.

3.12 SUPERINTENDENT

- A. The Contractor shall employ a competent Superintendent, who is conversant in the English language, and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor. All communications shall be confirmed in writing. The name of the Superintendent shall be supplied to the CRA and Consultant in writing prior to commencing Work.

- B. The Superintendent shall possess the necessary knowledge and skills to effectively communicate with the CRA and Consultant. The CRA shall have the right to determine whether the Superintendent's communication is effective.

3.13 CONTRACTOR'S CONSTRUCTION SCHEDULES

- A. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner/CRA's and Consultant's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits contained in the Contract Documents. It shall identify significant milestones including long lead items and critical path supplies, shall denote achievement or delays of critical milestones as relate to the ability to complete the Project, according to the Contract Documents and shall be updated and distributed at regular intervals as required by the conditions of the Project. The schedule shall be related to the entire Project and shall provide for expeditious and practicable execution of the Work.
- B. The Contractor shall prepare and keep current, for the Consultant's approval, a schedule of submittals that is coordinated with the Contractor's construction schedule and allows the Consultant reasonable time to review submittals.
- C. The Contractor shall conform to the most recent schedules.

3.14 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the CRA, one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These items shall be available to the CRA and Consultant and shall be delivered to the Consultant for submittal to the CRA upon completion of the Work.

3.15 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required, the way the Contractor proposes to conform to the information given, and the design concept expressed in the Contract Documents. Review by the Consultant is subject to the limitations set forth in Article 4, subsection 4.2.(G).
- B. The Contractor shall review, approve and submit to the Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the CRA or of separate Contractors. Submittals made by the Contractor that are not required by the Contract Documents may be returned without actions.
- C. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the Consultant has approved the respective submittal. Such Work shall be in accordance with approved submittals.

- D. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- E. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals regardless of whether the Contractor has specifically informed the Consultant in writing of such deviation at the time of submittal and the Consultant has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Consultant's approval thereof.
- F. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Consultant on previous submittals.
- G. Informational submittals upon which the Consultant is not expected to take responsive action may be so identified in the Contract Documents.
- H. When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Consultant shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.16 USE OF SITE

- A. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the Project site with materials or equipment.
- B. The Contractor shall maintain the Project site in a safe manner and shall take extreme care to avoid attractive nuisances and hazards to the public. The construction area shall be secured from unauthorized and/or inadvertent entry at all times.
- C. The Contractor shall be permitted to store materials limited to this Project only on the Project site. Materials for Contractor's other projects shall not be permitted at the Project site. All materials stored at the Project site by the Contractor shall be in a safe manner and not obstructing the use of the site.
- D. The Contractor shall be solely responsible for security of materials stored by him at the Project site.

3.17 TEMPORARY FACILITIES

A. Temporary Restrooms

The Contractor shall be responsible for providing and removing temporary restrooms for all Contractor's/Sub-Contractors' personnel. Use of the CRA's existing washrooms, lavatories, sanitary facilities or plumbing fixtures by construction personnel and workers shall not be permitted.

B. Temporary Electric

1. The Contractor shall be responsible to bring, connect, disconnect and remove any temporary electric service to the Project site.
2. The Contractor shall be responsible to pay all connection and monthly electric charges billed by FPL.

C. Temporary Water and Sewer

1. The Contractor shall be responsible to bring, connect, disconnect and remove any temporary water and sewer services to the construction site.
2. The Contractor shall be responsible to pay all connection and monthly service charges billed by the utility provider, inclusive of hydrant meter rentals.

D. Temporary Structures

1. The Contractor shall be responsible for providing and removing a temporary trailer that has been approved by the CRA. In the trailer the Contractor shall provide, for the duration of the Work, a suitable lockable office for the Field Construction Manager and other designated personnel.
2. The Contractor shall seek the CRA's permission for the placement of any temporary structures on the Project site, and shall be responsible for the removal of those that may be permitted.
3. The Contractor shall be responsible for obtaining any and all applicable permits for and prior to the placement of a temporary structure on the job site.
4. Temporary structures shall be placed in accordance with all applicable Federal, State, County, Special District and Municipal codes and ordinances.

3.18 CUTTING AND PATCHING

- A. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
- B. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction by the CRA or separate Contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the CRA or a separate Contractor except with

written consent of the CRA and of such separate Contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the CRA or a separate Contractor the Contractor's consent to cutting or otherwise altering the Work.

3.19 CLEANING UP

- A. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and around the Project site waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
- B. If the Contractor fails to clean up as provided in the Contract Documents, the CRA may do so, and the cost thereof shall be charged to the Contractor.
- C. The Contractor shall be responsible for the safe, neat and secure on-site retention of solid waste generated during the course of construction.
- D. The Contractor shall not be permitted to use the CRA's solid waste facilities.
- E. The Site includes the immediate area of the Site, ingress and egress routes through CRA's and City's property (CRA/City Limits). Proper care shall be taken to avoid debris, trash, soil, gravel, rock, liquid or other materials from being deposited on roads or common areas of the CRA's adjacent property. The Contractor is responsible for providing a method of cleaning and or removing such debris or spillage as part of its Site responsibilities. In the event the CRA provides the means to clean or remove such debris or spillage from ingress or egress routes, the Contractor will be responsible for reasonable reimbursement to the CRA.
- F. Temporary restoration of asphalt pavement and other surfaces disturbed by the work shall occur the same day that work has been completed within the disturbed area.
- G. Permanent restoration of paved areas shall not occur prior to pipes being tested for leaks and construction within the disturbed pavement area being completed and inspections approved, but not later than 10 working days after completion of these items. For a project with multiple sites throughout the CRA, the requirement for permanent restoration work within 10 working days shall apply to each site independently unless otherwise directed.
- H. All other areas disturbed by the work shall be restored, within 10 working days of completion of construction at the Contractor's expense, to a condition equal to or better than that of the surrounding adjacent areas, with materials matching the surrounding adjacent materials. For a project with multiple sites throughout the CRA, the requirement for permanent restoration work within 10 working days shall apply to each site independently unless otherwise directed.

3.20 ACCESS TO WORK

The Contractor shall provide the CRA and Consultant access to the Work in preparation and progress wherever located.

3.21 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Consultant harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers are required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Consultant.

3.22 INDEMNIFICATION

- A. Indemnification for Construction Contracts: To the fullest extent permitted by Chapter 725, Florida Statutes, as may be amended, the Contractor hereby agrees to indemnify, defend and hold harmless the CRA, its officers, agents, and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract Documents. The provisions of this section shall survive the expiration or earlier termination of the Contract to the extent considered necessary by the CRA's Project Manager and to the fullest extent permitted by law, any sums due the Contractor under the Contract may be retained by the CRA until all claims for indemnification pursuant to the Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the CRA.
- B. The indemnification obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or persons employed or utilized by the Contractor, in the performance of the Contract Documents under any insurance required by the Contract Documents including, but not limited to, workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The obligations of the Contractor under the Contract shall not extend to the liability of the Consultant, the Consultant's subconsultants, and agents and employees or any of them arising out of: (1) the Consultant's preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications; or (2) the giving of or the failure to give directions or instructions by the Consultant, the Consultant's subconsultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

3.23 RIGHT TO AUDIT PROVISIONS

- A. Contractor's records which shall include, but not be limited to, accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Contract shall be open to inspection and subject to audit and/or reproduction, during normal

working hours by the CRA's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of Contractors payees pursuant to the execution of the Contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

- B. Contractor shall retain such records in accordance with applicable local, state and federal law, and the CRA and CRA's agent or authorized representatives shall have access to such records for the purpose of such audits, inspections, examinations and evaluations from the effective date of the Contract through the applicable retention time period.
- C. Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirement hereof in any written contract. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all related payees' costs from amounts payable to the Contractor pursuant to this contract.
- D. If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the CRA in excess of 10% percent of the total contract billings, the actual cost of the CRA's audit shall be paid by the Contractor.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 CONSULTANT

- A. Duties, responsibilities and limitation of authority of the Consultant as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the CRA.
- B. In case of termination of employment of the Consultant, the CRA shall appoint a Consultant whose status under the Contract Documents shall be that of the former Consultant.

4.2 CONSULTANT'S ADMINISTRATION OF THE CONTRACT

- A. The CRA has contracted with Consultant so that the Consultant shall provide administration of the Contract as described in the Contract Documents, and shall be the CRA's representative as follows: (1) during construction; 2) until final payment is due; and (3) with the CRA's concurrence, from time to time during the correction period described in Article 12 Subsection 12.2. The Consultant will advise and consult with the CRA. The Consultant shall have authority to act on behalf of the CRA only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.
- B. The Consultant shall have access to the site at intervals appropriate to the state of construction to inspect progress and quality of the completed Work and to determine

in general if the Work is being performed in a manner indicating that the Work, when completed, shall be in accordance with the Contract Documents. The Consultant shall be required to make on-site inspections to check quality and/or quantity of the Work. On the basis of on-site inspections, the Consultant shall keep the CRA informed of progress of the Work, and shall guard the CRA against defects and deficiencies in the Work.

- C. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Article 3. The Consultant will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents except as otherwise provided herein. The Consultant will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the work except as otherwise provided herein.
- D. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the CRA and Contractor shall endeavor to communicate through the Consultant. Communications by and with the Consultant's subconsultants shall be through the Consultant. Communications by and with Subcontractors and material Suppliers shall be through the Contractor. Communications by and with separate Consultants shall be through the CRA.
- E. Based on the Consultant's inspection and evaluation of the Contractor's Applications for Payment, the Consultant shall review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- F. CRA has granted to the Consultant authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the Contract Documents, the Consultant shall have authority to require additional inspection or testing of the Work in accordance with Article 13, Subsection 13.6. B. and C., whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, material and equipment Suppliers, their agents or employees, or other persons performing portions of the Work.
- G. CRA has granted to the Consultant authority to review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the CRA, Contractor or separate Contractors, while allowing sufficient time in the Consultant's professional judgement to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultant's review of the Contractor's submittals shall

not relieve the Contractor of the obligations under Article 3. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- H. CRA has granted to the Consultant authority to prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Article 7, Subsection 7.4.
- I. CRA has granted to the Consultant authority to conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion. The Consultant shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents for Final Completion
- J. If the CRA and Consultant agree, the Consultant shall provide one or more project representatives to assist in carrying out the Consultant's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.
- K. CRA has granted to the Consultant authority to interpret and decide matters concerning the performance of Contractor pursuant to the Contract Documents upon written request of either the CRA or Contractor, the Consultant's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. If the Consultant fails to make a determination within the time limits agreed upon, then the Contractor shall provide his/her interpretation or determination pursuant to Article 4, Subsection 4.2 and such delay shall not be recognized on account of failure by the Consultant to furnish such interpretations until 15 days after the written request is made from either the CRA or Contractor.
- L. Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Consultant shall endeavor to secure faithful performance by the Contractor.

4.3 CLAIMS AND DISPUTES

- A. **Responsibility for making a Claim.** The responsibility to substantiate Claims shall rest with the party making the Claim. All Claims must be made in writing and addressed to the CRA and/or the CRA's Representative.
- B. **Process for Resolving a Claim.** Any and all Claims made by the Contractor shall be submitted to the Consultant. The Consultant shall review the Claim and make a recommendation to the CRA. The CRA shall render a final decision regarding the Claim. A decision by the CRA shall be required as a condition precedent to litigation of a Claim between the Contractor and CRA as to all such matters arising prior to the date final payment is due, regardless of: (1) whether such matters relate to execution and progress of the Work; or (2) the extent to which the Work has been completed.

- C. **Time Limits on Claims.** Claims by the Contractor must be made within 30 days after occurrence of the event giving rise to such Claim or within 30 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims by the Contractor or their subcontractors must be made by written notice to the CRA. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.
- D. **Continuing Contract Performance.** Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the CRA shall continue to make payments in accordance with the Contract Documents.
- E. **Claims for Concealed or Unknown Conditions.** If conditions are encountered at the Project site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents; or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Consultant shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, shall recommend to the Contractor, with the CRA's approval, an equitable adjustment in the Contract Price or Contract Time, or both. If the Consultant determines that the conditions at the Project site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Consultant shall so notify the CRA and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Consultant has given notice of the decision. If the Consultant and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the CRA for final determination.
- F. **Claims for Additional Cost.** If the Contractor desires to make a Claim for an increase in the Contract Price, written notice as provided herein shall be given before Contractor proceeds to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Article 10, Subsection 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to: (1) a written interpretation from the Consultant; (2) an order by the CRA to stop the Work where the Contractor was not at fault; (3) a written order for a minor change in the Work issued by the Consultant; (4) failure of payment by the CRA; (5) termination of the Contract by the CRA; or (6) CRA's suspension, then a Claim shall be filed in accordance with the procedures established herein.
- G. **Claims for Additional Time.**
1. If the Contractor desires to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and a probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.
- H. **Injury or Damage to Person or Property.** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance of the injury or damage. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subsection 4.3.F. or G. above.

4.4 **RESOLUTION OF CLAIMS AND DISPUTES**

- A. The Consultant shall review Claims and take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Consultant expects to take action; and (3) suggest a compromise. The Consultant may, at the CRA's direction, notify the surety, if any, of the nature and amount of the Claim. The Consultant shall notify both the CRA and the Claimant. The CRA shall make the final determination of whether to pay or dispute the Contractor's Claim.
- B. If a Claim has been resolved, the Consultant shall prepare or obtain appropriate documentation.
- C. If a Claim has not been resolved, the party making the Claim shall, within ten (10) days after the Consultant's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Consultant; (2) modify the initial Claim; or (3) notify the Consultant that the initial Claim stands.
- D. The Consultant shall notify the parties in writing of the CRA's decision within seven (7) days of receipt of: (1) additional supporting data; (2) a request to modify the initial Claim; or (3) that the initial Claim stands, and the CRA's decision shall be final and binding on the parties but subject to review by a court of competent jurisdiction. The Consultant shall prepare or obtain appropriate documentation regarding the Claim. If there is a surety and there appears to be a possibility of a Contractor's default, the Consultant may, at the CRA's direction, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 5
SUBCONTRACTORS

5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- A. Unless otherwise stated in the Contract Documents or the solicitation requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the CRA and the Consultant the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Consultant shall within 30 days' reply to the Contractor in writing stating whether or not the CRA or the Consultant, after due investigation, objects to any such proposed person or entity.
- B. The Contractor shall not contract with a proposed person or entity which the CRA or Consultant has made an objection. The Contractor shall not be required to contract with anyone with whom the Contractor has an objection.
- C. If the CRA or Consultant has objection to a person or entity proposed by the Contractor, the Contractor shall propose another with whom the CRA or Consultant has no objection.
- D. The Contractor shall not change a Subcontractor, person or entity previously selected if the CRA or Consultant makes objection to such change.
- E. The Contractor shall be responsible and liable to the CRA for all work performed by the Subcontractors or their employees, agents or Contractors, pursuant to this Contract.

5.2 SUBCONTRACTUAL RELATIONS

- A. By an appropriate written subcontract, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the CRA and Contractor by terms of the Contract Documents, and to assume toward the CRA and Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the CRA and Consultant. Each subcontract shall preserve and protect the rights of the CRA and Consultant under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof shall not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise in the subcontract, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the CRA. Where appropriate, the Contractor shall require each subcontractor to enter into similar Contracts with sub-subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor shall be bound, and upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed sub-subcontractors.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Each subcontract entered into by the Contractor for a portion of the Work is assigned by the Contractor to the CRA provided that:

1. the assignment is effective only after termination of the Contract by the CRA for cause pursuant to Article 14, Subsection 14.2 and only for those subcontracts which the CRA accepts by notifying the Sub-Contractor in writing; and
2. The assignment is subject to the prior rights of the surety, if any, obligated under the bond relating to the Contract.

ARTICLE 6 **CONSTRUCTION BY CRA OR BY SEPARATE CONTRACTORS**

6.1 CRA'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- A. The CRA reserves the right to perform construction or operations related to the Project with the CRA's Own Forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Project. If the Contractor claims that delay or additional cost is involved because of such action by the CRA, the Contractor may make such Claim as provided in this Contract.
- B. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner/CRA-Contractor Contract.
- C. The CRA shall provide for coordination of the activities of the CRA's Own Forces and of each separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate Contractors and the CRA in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Price deemed necessary after a joint review and mutual Contract. The construction schedules shall then constitute the schedules to be used by the Contractor, separate Contractors and the CRA until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

- A. The Contractor shall afford the CRA and separate Contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- B. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the CRA or a separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the CRA and Consultant apparent discrepancies or defects in such other construction that would

render it unsuitable for such proper execution and results. Failure of the Contractor to report apparent discrepancies shall constitute an acknowledgement that the CRA's or separate Contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

- C. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.
- D. The Contractor shall promptly remedy damage wrongfully caused by the Contractor to complete or partially completed construction or to property of the CRA or separate Contractors as provided in Article 10. Subsection Paragraph 10.2. E.
- E. Claims and other disputes and matters in question between the Contractor and a separate Contractor shall be subject to the provisions of Article 4, Subsection 4.3 provided the separate Contractor has reciprocal obligations.

6.3 CRA'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate Contractors and the CRA as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Article 3, Subsection 3.19, the CRA may clean up and allocate the cost among those responsible as the CRA determines to be just.

ARTICLE 7 **CHANGES IN THE WORK**

7.1 CHANGES

- A. Changes in the Work may be accomplished after execution of the Contract only by written Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- B. A Change Order shall be based upon agreement among the CRA and, Contractor and Consultant as provided in Article 7, Subsection 7.2; a Construction Change Directive shall be in accordance with Subsection 7.3 herein; the Consultant alone may issue an order for a minor change in the Work.
- C. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

7.2 CHANGE ORDERS

- A. A Change Order is a written instrument prepared by the Consultant and signed by the CRA, Contractor and Consultant, stating their agreement upon all of the following:
 - 1. a change in the Work;

2. the amount of the adjustment in the Contract Price, if any; or
3. the extent of the adjustment in the Contract Time, if any.

B. Overhead and Profit

1. Job Site Overhead

- a) Subcontractor: Including supervision and the furnishings, use and maintenance of small tools and ordinary equipment incidental to and required for the work of subcontractors (whether performed by them or others) shall be considered to be just and fully compensated for by adding an amount equal to five percent (5%) of the sum of material costs and rentals. There shall be no compensation for any non-job site overhead, expenses or costs.
- b) General Contractor: Including general supervision and the furnishings, use and maintenance of small equipment incidental to and required for the Work of the General Contractor (including that of Contractor's subcontractors) shall be considered to be just and fully compensated for by adding an amount equal to ten percent (10%) of the sum of material costs and labor costs and rentals. There shall be no compensation for any non-job site overhead, expenses or costs.

2. Profit

- a) Subcontractor may then be added by the subcontractor to the above material costs and labor costs, including the job site overhead allowance, at the rate of ten percent (10%) of the sum of those costs.
- b) General Contractor may then be added by the Contractor to the above material costs and labor costs, including the job site overhead allowance, at the rate of five percent (5%) of the sum of those costs.

- C. Bond Allowance for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (1%) of the total cost of the change (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.
- D. Methods used in determining adjustments to the Contract Price may include those listed in Subsection 7.3.C. below.
- E. Should the Contractor and CRA fail to agree as to the necessity of a Change Order, the matter will be referred to the Consultant for a determination. Pending final determination of such a dispute, the Contractor shall proceed with the performance of the Contract.

7.3 CONSTRUCTION CHANGE DIRECTIVES

- A. The CRA may by Construction Change Directive, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- B. A Construction Change Directive shall be used in the absence of an amendment or modification to the Contract.

- C. A Construction Change Directive that provides for an adjustment to the Contract Price, shall be based on one of the following methods;
1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 2. unit prices stated in the Contract Documents or subsequently agreed upon;
 3. cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 4. as provided in F. below.
- D. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Consultant of the Contractor's Agreement or Disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- E. A Construction Change Directive signed by the Contractor indicates the Contractor's acceptance of the Construction Change Directive and shall become a part of the Contract therewith, including adjustment in Contract Price and Contract Time or the method for determining them. Such executed Construction Change Directive shall be effective immediately and shall be recorded as a Change Order.
- F. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Price, the method and the adjustment shall be determined by the CRA on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Price a reasonable allowance for overhead and profit. In such case, and also under Subsection 7.3 C. of this Article, the Contractor shall keep and present, in such form as the may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Paragraph shall be limited to the following:
1. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by Contract or custom, and workers' compensation insurance;
 2. costs of materials, supplies and equipment including cost of transportation, whether incorporated or consumed;
 3. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 4. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
 5. additional costs of supervision and field officer personnel directly attributable to the change.

- G. Pending final determination of cost to the CRA, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the CRA for a deletion or change that results in a net decrease in the Contract Price shall be the actual net cost as confirmed by the Consultant. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to the change.
- H. If the CRA and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Consultant for determination.
- I. When the CRA and Contractor agree concerning the adjustments in the Contract Price and Contract Time, or otherwise reach a compromise on the adjustments pursuant to Article 7, Subsection 7.3 such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

The Consultant will have authority to order minor changes in the Work not involving adjustment in the Contract Price or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. The Contractor shall carry out such written orders promptly.

ARTICLE 8 **TIME**

8.1 PROGRESS AND COMPLETION

- A. Time limits stated in the Contract Documents are essential to the Contract. By executing the Contract, the Contractor confirms that the Contract time is a reasonable period for performing the Work.
- B. The Contractor shall not knowingly, except by Contract or written instruction by the CRA, prematurely commence operations on the site or elsewhere prior to the effective date of insurance to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.
- C. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2 DELAYS AND EXTENSIONS OF TIME

- A. If the Contractor is delayed at any time in progress of the Work by an act or neglect of the CRA or Consultant, or of an employee of either, or of a separate Contractor employed by the CRA, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the CRA pending litigation, or by other causes which the Consultant and CRA determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the CRA and Consultant may determine.
- B. Claims relating to time shall be made in accordance with applicable provisions of Article 4, Subsection 4.3 and Article 7, Subsection 7.5.
- C. An extension of time shall be Contractor's sole remedy for any delays; there shall be no claim for damages against CRA by Contractor for delays of any nature.

[Contract Time shall not be adjusted for adverse weather unless the number of adverse weather days exceeds that of any documented average number of monthly adverse weather-related events.]

ARTICLE 9 **PAYMENTS AND COMPLETION**

9.1 SCHEDULE OF VALUES

Before the first Application for Payment, the Contractor shall submit to the Consultant a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the CRA and Consultant may require. This schedule, once approved by the CRA, shall be used as a base line schedule of values for all of the reviewing of the Contractor's Applications for Payment.

9.2 MOBILIZATION PAYMENT

- A. Basis of Payment. When the Solicitation includes a separate item of payment for this work, the work and incidental costs specified as being covered under this Section will be paid for at the Contract lump sum price for the item of Mobilization.
- B. Partial Payments. When the Solicitation includes a separate pay item for Mobilization, partial payments will be made hereto in accordance with the following:

Percent of Original F Amount Earned	Allowable Percent of the Lump Sum Price for the Item*
5	25
10	50
25	75
50	100

* Partial payments for any project will be limited to the applicable retainage amount for that project. Any remaining amount will be paid upon completion of all work on the project.

The standard retainage, as specified in the Contract Documents will be applied to these allowances. Partial payments made on this item will in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract. When more than one project or job is included in the Contract, the above percentages shall apply separately to each job which has a separate pay item for Mobilization. As an exception to partial payments being made based on Percent of Original Contract Amount Earned, the CRA will pay the Contractor the invoice price of the Contract Bond when the Engineer has been furnished with a certified copy of the invoice from the Bonding Company. No other work will be required to receive payment for the Contract Bond included in the bid price for Mobilization.

- C. When No Separate Item is Included in the Solicitation. When the Solicitation does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made.

9.3 APPLICATIONS FOR PAYMENT

- A. At least ten days before the date established for each progress payment, the Contractor shall submit to the Consultant an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment from the CRA, such as copies of requisitions from Subcontractors and material Suppliers and reflecting retainage if provided for elsewhere in the Contract Documents.
- B. With each Application for Payment, Contractor shall provide the Consultant with a sworn statement from each and every Supplier, subcontractor and sub-subcontractors that the Contractor has paid for any and all materials, equipment and Work itemized in the prior application as being supplied and/or performed by the Supplier, subcontractor and sub-subcontractors.
- C. Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material Supplier because of a dispute or other reason.
- D. The CRA shall only pay for materials satisfactorily incorporated into the Work and shall not pay for materials stored at the Project site or elsewhere.
- E. Once any material is satisfactorily incorporated into the Work and paid for by the CRA it shall not be removed from the Work, except upon written approval by the CRA. It shall be the Contractor's sole responsibility to properly secure, cover and prevent the materials from being damaged, destroyed or stolen. If such materials should become damaged, destroyed or stolen, it shall be the Contractor's sole responsibility to replace such materials. No Applications for Payment shall be submitted, nor payments made based on the value of materials stored.
- F. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the CRA no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from

the CRA shall, to the best of the Contractor's knowledge, information and belief, be free and clear of claims, security interests or encumbrances in favor of the Contractor, Subcontractor's material Suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

- G. Contractor shall maintain in a safe place at the Project site one record copy of all Drawings, Specifications, addenda, written amendments, 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 the CRA and Consultant for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to the Consultant for the CRA.

9.4 CERTIFICATIONS OF PAYMENT

- A. After receipt of the Contractor's Application for Payment, Consultant shall either issue to the CRA a Certification of Payment, with a copy to the Contractor, for such amount as the Consultant determines is properly due, or within 20 business days after receipt of the Contractor's Application for Payment, notify the Contractor and CRA in writing of the Consultant's reasons for withholding certification in whole or in part. If Certification of Payment has been issued by the Consultant, payment is due within 25 business days after the date on which the payment request or invoice is stamped as received by the Consultant, in accordance with Part VII of Chapter 218, Florida Statutes, as may be amended from time to time, entitled the "Local Government Prompt Payment Act."
- B. The issuance of a Certification of Payment will constitute a representation by the CRA, based on the Consultant's inspection/observations at the Project site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Consultant. The issuance of a Certification of Payment entitles the Contractor to payment in the amount certified.

9.5 DECISION TO WITHHOLD CERTIFICATION

- A. The Consultant may decide not to certify payment and may withhold a Certification of Payment in whole or in part, to the extent reasonably necessary to protect the CRA, if in the Consultant's opinion the representations to the CRA required by Subsection 9.4 herein cannot be made. If the Consultant is unable to certify payment in the amount of the Application, the Consultant will notify the Contractor and CRA as provided in Subsection 9.4B. herein. If the Contractor and Consultant cannot agree on a revised amount, the Consultant will promptly issue a Certificate for Payment for the amount for which the Consultant is able to make such representations to the CRA. The Consultant may also decide not to certify payment

or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or part of a Certification of Payment previously issued, to such extent as may be necessary in the Consultant's opinion to protect the CRA from loss because of:

1. defective Work not remedied;
 2. third party claims filed or reasonable evidence indicating probable filing of such claims;
 3. failure of the Contractor to make payments properly to Suppliers, Subcontractors, Sub-subcontractors for labor, materials or equipment;
 4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 5. damage to the CRA or another Contractor;
 6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
 7. persistent failure to carry out the Work in accordance with the Contract Documents.
- B. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- C. If a Contractor's Application for Payment is rejected as described herein, and the Contractor submits a corrected Application for Payment which corrects the deficiency specified in writing by the Consultant, the corrected Application for Payment must be paid or rejected on the later of, 10 business days after the corrected Application for Payment is received, or if the CRA is required by ordinance, charter or law to approve or reject the corrected Application for Payment, the first business day after the next regularly scheduled CRA Commission meeting held after the corrected Application for Payment is received.
- D. If a dispute between the CRA and the Contractor concerning an Application for Payment, cannot be resolved by the procedure set forth above, the dispute shall be resolved in accordance with the following dispute resolution policy: Proceedings to resolve the dispute shall be commenced no later than 45 days after the date on which the Application for Payment was received and shall be concluded by final decision of the CRA not later than 60 days after the date on which the Application for Payment was received. If the dispute is resolved in favor of the CRA, interest charges shall begin to accrue 15 days after the CRA's final decision. If the dispute is resolved in favor of the Contractor, interest shall begin to accrue as of the original date the payment became due.

9.6 PROGRESS PAYMENTS

- A. In accordance with Part VII of Chapter 218, Florida Statutes, as may be amended from time to time, entitled the "Local Government Prompt Payment Act," the Contractor shall promptly pay each Supplier, Subcontractor, and Sub-subcontractor upon receipt of payment from the CRA , out of the amount paid to the Contractor on account of such portion of the Work, the amount to which said Supplier, Subcontractor, and Sub-subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall require each Subcontractor to make payments to Sub-subcontractors in similar manner.
- B. The Consultant will, on request, furnish to a Subcontractor and/or Sub-subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Consultant and CRA on account of portions of the Work done by such Subcontractor or Sub-subcontractor.
- C. Neither the CRA nor Consultant shall have an obligation to pay the Subcontractor except as may otherwise be required by law.
- E. A Certification of Payment, a progress payment, or partial or entire use or occupancy of the Project by the CRA shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 SUBSTANTIAL COMPLETION

- A. In order to achieve Substantial Completion for the Project, Contractor must achieve the following minimum requirements:
 - 1. All mechanical, electrical, plumbing and technical systems required by the Contract Documents, as well any and all areas, fire and life safety systems are fully operational and are ready for use or occupancy, and Site cleanup and restoration is completed on all areas receiving a temporary Certificate of Occupancy;
 - 2. Completion of those items on the Punch List the CRA's Representative and/or Consultant deems necessary for Substantial Completion; and
 - 3. The Work is ready for occupancy/use, completed in accordance with the Scope of Services and the Contract Documents and all persons or entities having jurisdiction over the Project have issued the appropriate permits, and authorizations for the construction of the Project.
- B. As a further condition to achieve Substantial Completion for the Project, Contractor shall provide to CRA, three (3) bound hard-cover books and one (1) electronic copy of same on a single flash drive in electronic format containing the following information:
 - 1. All Subcontractor warranties fully executed in the form approved by the CRA and assigned to CRA;
 - 2. All Extended Warranties required by the Contract Documents, and fully assigned and executed in the form approved by CRA;

3. The Contractor's warranty; and
4. A list of all Subcontractors, Sub-subcontractors and suppliers who performed work on the Project or who furnished materials or equipment for use in the Project, such list to include the name, address, telephone number and responsible person at all such entities.

The delivery, endorsement or assignment of such warranties shall not release the Contractor from obligations pursuant to the Contract Documents.

- C. As a further condition to achieve Substantial Completion for each Phase of this Project, the following minimum requirements must be met by Contractor and submitted to CRA:

1. Contractor's installers and operation and regular maintenance personnel have met with CRA's representative(s) and the property manager(s) for the Project or other individuals as may be designated by CRA, at the Project site, to provide complete instructions and training needed for proper start-up, operation, shut-down and maintenance of the Work. Instructions by manufacturer's representatives are required where installers are not experts in operating/maintenance procedures, or as specified in the Construction Documents. For operational equipment, installers shall demonstrate startup, shut-down, emergency operations, noise and vibration adjustments, trouble shooting, safety, economy/efficiency adjustments, and other applicable operations, and shall review maintenance and operating instructions which are required to be performed in order to maintain in force all applicable warranties, guaranties and bonds;

- D. Consistent with the Construction Schedule, within seven calendar days of reaching Substantial Completion of the Work or a portion thereof which the CRA agrees to accept separately, the Contractor shall provide the CRA with written notice of the anticipated date for issuance of the Temporary Certificate of Occupancy or Certificate of Completion, as applicable (TCO). The CRA, along with Consultant, shall within seven business days of receipt of said notice develop a list of items required to render complete, satisfactory and acceptable the Work (the "Punch List") and shall review the Punch List with the Contractor and the Contractor shall provide an estimate of the cost to complete each item on the Punch List within 30 days, subject to the CRA's review. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all Work pursuant to the Contract Documents. Upon completion of those items on the Punch List deemed necessary for Substantial Completion and upon Contractor achieving Substantial Completion, Contractor may submit a payment request for the remaining retainage less 150% Of the estimated value of the items remaining to be completed on the Punch List for Final Completion, as reflected in the Compensation Schedule.

- E. When the Work or designated portion thereof is substantially complete for each Phase, the Consultant will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish responsibilities of the CRA and Contractor for security, maintenance, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion, as further described in Paragraph 3.8 hereof. The Certificate of Substantial Completion shall be submitted to both the CRA and Contractor for their written acceptance of responsibilities assigned to them in such certificate.
- F. Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor, which may be submitted to CRA upon Substantial Completion, and certification by the Consultant, the CRA shall make payment, within ten (10) calendar days of CRA's receipt of Contractor's Application for Payment, for such Work or portion thereof as provided in the Contract Documents.

9.8 **PARTIAL OCCUPANCY OR USE**

- A. The CRA may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate Contract with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the CRA and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Consultant. Consent to the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the work shall be determined by written Contract between the CRA and Contractor, or if no Contract is reached, by decision of the Consultant.
- B. Immediately prior to such partial occupancy or use, the CRA, Contractor and Consultant shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- C. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

In order to achieve Final Completion for the Project, Contractor must achieve the following minimum requirements:

- a. Contractor has completed all items on the Punch List in accordance with the Contract Documents as confirmed by an inspection of the Project Manager; and
- b. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, which may be submitted upon Contractor deeming the Work ready for final inspection as provided in this subparagraph, the CRA or CRA's designee will promptly make such inspection and, when the CRA or CRA's designee finds the Work acceptable under the Contract Documents and the Contract fully performed, the Project Manager will promptly issue a final Certification of Payment stating that to the best of the Project Manager's knowledge, information and belief, and on the basis of the CRA or CRA's designee's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate, including all remaining retainage is due and payable to Contractor within ten (10) calendar days of CRA's receipt of (i) final Certification of Payment, and (ii) the documents Contractor is required to submit under Section 9.9(C) below. The CRA's final Certification of Payment will constitute a further representation that conditions listed in this Section as precedent to the Contractor's being entitled to final payment have been fulfilled.
- c. Neither final payment nor any remaining retained percentage shall become due until Final Completion and the Contractor submits to the Project Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the CRA or the CRA's property might be responsible or encumbered (less amounts withheld by CRA) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the CRA, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) records establishing payment or satisfaction of obligations, such as receipts, releases and waivers of claims per Section 255.05(2)(b), Florida Statutes, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the CRA. If a Subcontractor refuses to furnish a release or waiver required by the CRA, the Contractor may furnish a bond satisfactory to the CRA to indemnify the CRA against such claim. If such claim remains unsatisfied after payments are made, the Contractor shall refund to the CRA all money that the CRA may be compelled to pay in discharging such claim, including all costs and reasonable attorney's fees.
- d. In addition to the above, Contractor shall have performed and or submitted (as applicable) to the Project Manager and CRA, the following: (1) consent of surety, if any, to final payment; (2) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties; (3) evidence that all Punch List items have been fully completed to the satisfaction of the Project Manager and CRA; (4) all

previously undelivered manufacturer and Subcontractor guarantees, warranties and manuals and documents; (5) final and or conditional releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the CRA to assure a lien-free and claim-free completion of the Work; Where Contractor is in a dispute with a Subcontractor and or supplier, consent of surety to Final Payment is acceptable (6) all original drawings in Contractor's possession; (7) all Shop Drawings, revised Drawings and related information so that the Project Architect can issue final As-uilt Drawings; (8) To the extent Project Architect is missing any shop drawings and or submittals, Contractor will provide any such items requested in writing; (9) evidence that all temporary utilities have been disconnected; (10) the Contractor has fully cleaned and restored the site, including removal of all rubbish and construction debris; (11) all final governmental permits for which Contract is responsible under the Contract Documents have been issued and all permits have been closed out, (12) Contractor has complied with all partial occupancy obligations set forth in above; and (13) Contractor has complied with all other requirements of the Contract Documents.

- e. If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting Final Completion, and the Project Manager so confirms, the CRA shall upon application by the Contractor and certification by the CRA, 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 for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Project Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- f. Acceptance of final payment by the Contractor, Subcontractors, Sub-subcontractor, and Suppliers shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.
- g. The Contractor's obligation to complete all Work in accordance with the Contract Documents shall not be deemed waived, excused, or otherwise satisfied by any failure of any person or entity to include, discover, or identify any incomplete or defective Work in any punch list, completion list, or inspection report, including without limitation the punch list for Substantial Completion, or any further punch lists.
- h. Final payment may be withheld on account of (1) defective Work not remedied; (2) claims or liens filed, unless bonded off; (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment; (4) failure to provide waivers of lien for all lienors giving notices; (5) damage to the CRA's property caused by Contractor, its Subcontractors or anyone working for Contractor; (6) failure of the Work to progress satisfactorily or according to schedule; (7) failure to carry out the Work in accordance with the Contract Documents; or (8) lawsuits filed against CRA by Subcontractors and or Material or Equipment Suppliers related to this Project. In the event of any such withholding, CRA shall only be permitted to withhold the amounts that are in dispute on account of items (1) – (8) herein and shall immediately submit all undisputed amounts to Contractor.

- i. Contractor has provided CRA with three (3) heavy duty, bound, hard-cover books, properly identified on both the front and the spine of each binder and indexed, in suitable sets of manageable size, and one (1) electronic copy of same on a single flash drive in electronic format containing the following information related to all equipment and systems on the Project:

- (1) Training, maintenance and operating manual information for all equipment and components;
- (2) emergency instructions;
- (3) spare part listings;
- (4) wiring diagrams;
- (5) recommended "turn around" cycles;
- (6) inspections procedures;
- (7) all approved shop drawings, product data and any other applicable information;
- (8) detailed information and records for maintenance performed on all equipment and systems on the Project, operated and maintained by Contractor prior to Substantial Completion as required to achieve specified warranty.

9.10 LIQUIDATED DAMAGES

- A. CRA and Contractor recognize that time is of the essence with respect to the Contract Documents and Work and CRA would suffer financial loss if the Work is not completed within the time specified in the Contract Documents and in accordance with Article 8 above, subject to adjustments of the Contract Time as provided in the Contract Documents. CRA and Contractor also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by CRA if the Work is not completed on time. Accordingly, in lieu of requiring any such proof, CRA and Contractor agree that, as liquidated damages for delays, Contractor shall pay CRA, in addition to any other damages and/or remedies to which CRA may be entitled, the amount of One Thousand Five Hundred Dollars (\$1,500.00) per day for each calendar day within the first fifteen (15) days after the Final Completion Date where the Contractor fails to reach final completion in accordance with the Contract Documents. For each calendar day after the first fifteen days following the Final Completion Date where the Contractor fails to reach final completion in accordance with the Contract Documents, the CRA shall be entitled to One Thousand Dollars (\$1,000.00) per day until the Contractor achieves final completion. Although the parties recognize the difficulty of proving the loss or damage suffered by the CRA due to delay, the Contractor acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of the Contract Documents.
- B. Delays and extensions of time do not preclude recovery of damages for delay under other provisions of this Contract and the Contract Documents.
- C. Liquidated Damages do not preclude actual damages (not related to Contractor's failure to achieve Substantial Completion within the time specified in the Construction Schedule) after Substantial Completion.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- B. In the event the Contractor encounters on the Project site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) that has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the CRA and Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written Contract of the CRA and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written Contract of the Owner and Contractor.
- C. The Contractor shall not be required to Work in an area on the Project site that contains asbestos or polychlorinated biphenyl (PCB).

10.2 SAFETY OF PERSONS AND PROPERTY

- A. The Contractor shall take responsible precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - 1. employees at the Project site and other persons who may be affected thereby;
 - 2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - 3. other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, relocation or replacement in the course of construction.
- B. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property for their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent sites and utilities.
- D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

- E. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Article 10, Subsection 10.2 A. except damage or loss attributable to acts or omissions of the CRA or Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Article 3.
- F. The Contractor shall designate a responsible member of the Contractor's organization at the Project site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the CRA and Consultant.
- G. The Contractor shall not load or permit any part of the construction or Project site to be loaded so as to endanger its safety.

10.3 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 3, Subsection 3.5 and Article 7.

ARTICLE 11 **INSURANCE AND BONDS**

11.1 INSURANCE

Contractor shall provide all insurance as specified in the solicitation documents.

11.2 PERFORMANCE BOND, PAYMENT BOND AND WARRANTY BOND

- A. The CRA shall have the right to require the Contractor to furnish security covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
- B. Upon the request of any person or entity appearing to be a potential beneficiary of security covering payment of obligations arising under the Contract, the Contractor shall furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

- A. If a portion of the Work is covered contrary to the Consultant's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Consultant, be uncovered for the Consultant's inspection and be replaced at the Contractor's expense without change in the Contract Time.
- B. If a portion of the Work has been covered and the Consultant has not specifically requested to observe the Work prior to its being covered, the Consultant may request to see such Work the Contractor shall uncover it. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the CRA. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the CRA or a separate Contractor in which event the CRA shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

- A. The Contractor shall promptly, in a technically appropriate time period, correct Work rejected by the Consultant or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected work, including additional testing and inspections and compensation for the Consultant's services and expenses made necessary thereby.
- B. If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly, in a technically appropriate time period, after receipt of written notice from the CRA unless the CRA has previously given the Contractor a written acceptance of such condition. The one-year period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract and shall be in addition to the warranty provisions of this Contract. The CRA shall give such notice after discovery of the condition.
- C. The Contractor shall remove from the Project site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the CRA.
- D. If the Contractor fails to correct nonconforming Work within a reasonable time, the CRA may correct it in accordance with the CRA's Right to Carry Out the Work provision of this contract. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Consultant, the CRA may remove it and store the salvable materials or equipment at

the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the CRA may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Consultant's services and expenses made necessary thereby. If such proceeds of sale do not cover costs, which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the CRA.

- E. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the CRA or separate Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- F. Nothing contained in this provision shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. The one-year period in this provision, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

- 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 Consultant for review under the circumstances described below.
 - 1. **"Or-Equal" Items:** If the Consultant determines that 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 Consultant as a "or-equal" item, in which case review and approval of the proposed item may, with the CRA's approval, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. Consultant determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

- b. Contractor certifies that: (i) there is no increase in cost to the CRA; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. **Substitute Items:**

- a. If the Consultant determines that the material or equipment proposed by Contractor does not qualify as an “or-equal” item under Subsection 12.3 A.1. above, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Consultant to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Consultant will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
- c. The procedure for review by Consultant will be set forth in this subsection part d. below, and as the CRA or Consultant may decide is appropriate under the circumstances.
- d. Contractor shall first make a written application to Consultant for review of a proposed substitute item of material or equipment that the Contractor seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice Contractor’s achievement of Substantial Completion on time, whether or not 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 CRA for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also 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, all of which will be considered by Consultant in evaluating the proposed substitute item. The CRA or Consultant may require Contractor to furnish additional data about the proposed substitute item.

- B. **Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction

approved by Consultant. Contractor shall submit sufficient information to allow Consultant to determine that the substitute proposed is equivalent to the expressly called for by the Contract Documents. The procedure for review by Consultant will be similar to that provided in Subsection 12.3 A. 2. above.

- C. **Consultant's Evaluation:** Consultant will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Subsection 12.3 A. and B. above. No "or-equal" or substitute will be ordered, installed or utilized until Consultant's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or-equal." CRA retains the right to accept or reject any proposed "or-equal" or substitution, regardless of the Consultant's determination. The Consultant will advise Contractor in writing of any negative determination.
- D. **Consultant's Cost Reimbursement:** Consultant will record time required by Consultant and the Consultant's consultants in evaluating substitute proposed or submitted by Contractor pursuant to Subsection 12.3 A..2.B. above and in making changes in the Contract Documents (or in the provisions of any other direct contract with CRA for work on the Project) occasioned thereby. Whether or not CRA or Consultant approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse CRA for the charges of Consultant and Consultant's consultants for evaluating each such proposed substitute.
- E. **Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW; CONSENT TO JURISDICTION

The law of the State of Florida shall govern the Contract. This contract is not subject to arbitration. Contractor is not entitled to Attorney fees should any portion of this contract be subject to litigation. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to this Contract. Venue for any action to enforce or related to this Contract shall be in Broward County, Florida, only. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Contract. The parties understand and agree that this waiver is a material contract term.

13.2 ATTORNEY'S FEES

Each party shall bear its own attorney's fees for any litigation related to this Contract.

13.3 SUCCESSORS AND ASSIGNS

The CRA and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, Contracts and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or portion thereof without written consent of the other. If either party attempts to make such

an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.4 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, if delivered at or sent by registered or certified mail to the last business address known to the party giving notice or by facsimile transmission with proof of receipt.

13.5 RIGHTS AND REMEDIES

- A. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- B. No action or failure to act by the CRA, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.6 TESTS AND INSPECTIONS

- A. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the CRA, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Consultant timely notice of when and where tests and inspections are to be made so the Consultant may observe such procedures. The CRA shall bear costs of tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded.
- B. If the Consultant, CRA or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included in the Contract Documents, the Consultant will, upon written authorization from the CRA, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the CRA, and the Contractor shall give timely notice to the Consultant of when and where tests and inspections are to be made so the Consultant may observe such procedures. The CRA shall bear such costs except as otherwise provided.
- C. If such procedures for testing, inspection or approval reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Consultant's services and expenses, and testing expenses.

- D. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly, in a technically appropriate time period, delivered to the Consultant.
- E. If the Consultant is to observe tests, inspections or approvals required by the Contract Documents, the Consultant will do so promptly and, where practicable, at the normal place of testing.
- F. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly, in a technically appropriate time period, to avoid unreasonable delay in the Work.
- G. The Consultant's first inspection shall be at no charge to the Contractor; however, the actual costs incurred by the CRA for any subsequent inspections shall be deducted from the final payment to the Contractor.

13.7 INTEREST

Payments due and unpaid under the Contract Documents shall bear **NO** interest from the date payment is due and are not subject to prejudgment interest, if any matter related to payment becomes an issue litigated between the parties.

13.8 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

A. As between the CRA and Contractor:

1. **Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
2. **Between Substantial Completion and Final Certification of Payment.** As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certification of Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certification of Payment; and
3. **After Final Certification of Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Article 3. Subsection 3.8, the date of any correction of the Work or failure to correct the Work by the Contractor under Article 12, Subsection 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or CRA, whichever occurs last.

13.9 PUBLIC RECORDS

- A. Public Records: Contractor shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records that ordinarily and necessarily would be required by CRA in order to perform the service.
 2. Upon request by CRA's records custodian, provide CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract.
 4. Upon completion of this Contract or in the event of termination of this Contract by either party, any and all public records relating to this Contract in the possession of Contractor shall be delivered by Contractor to CRA, at no cost to CRA, within seven days. All records stored electronically by Contractor shall be delivered to CRA in a format that is compatible with CRA's information technology systems. Once the public records have been delivered to CRA upon completion or termination of this Contract, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
 5. Contractor's failure or refusal to comply with the provisions of this Section may result in the immediate termination of this Contract by the CRA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-480-4213, EMAIL ADDRESS web.clerk@deerfield-beach.com OR MAILING ADDRESS 150 N.E. 2ND AVENUE DEERFIELD BEACH, FL 33441.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CRA. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

13.10 VERIFICATION OF EMPLOYMENT ELIGIBILITY

Contractor shall comply with Sections 448.09 and 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of 1 year after the date of termination. All cost(s)

incurred to initiate and sustain the aforementioned program shall be the responsibility of the CONTRACTOR in accordance with Sections 448.09 and 448.095, Florida Statutes. CONTRACTOR is liable for any additional costs incurred by the CRA as a result of termination of this Contract.

13.11 SCRUTINIZED COMPANIES

13.11.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CRA may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

13.11.2 If this Contract is for more than one million dollars, Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CRA may immediately terminate this Contract at its sole option if Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

13.11.3 Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

13.11.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 14 **TERMINATION OR SUSPENSION OF THE CONTRACT**

14.1 TERMINATION BY THE CONTRACTOR

- A. The Contractor may terminate the Contract if the Work is stopped for a period of 90 days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the Contractor, for any of the following reasons:
1. issuance of an order of a court or other public authority having jurisdiction;
 2. an act of government, such as a declaration of national emergency, making material unavailable;
 - 3.. if repeated suspensions, delays or interruptions by the CRA as described in Article 14, Subsection 14.4 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

- B. If one of the above reasons exists, the Contractor may, upon 30 additional days' written notice to the CRA and Consultant, terminate the Contract and recover from the CRA s payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including overhead, profit and damages.
- C. If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the CRA has persistently failed to fulfill the CRA obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon 30 additional days written notice to the Owner and the Consultant, terminate the Contract and recover from the Owner as provided in Article 14, Subsection 14.1. A.

14.2 CONTRACTOR DEFAULT; OPPORTUNITY TO CURE

A. NOTICE OF DEFAULT; OPPORTUNITY TO CURE

If a Default occurs, in the determination of the CRA, the CRA may so notify the Contractor ("Default Notice"), specifying the basis for such Default, and advising the Contractor that such Default must be cured immediately, or this Contract may be terminated. Notwithstanding, the CRA may, in its sole discretion, allow the Contractor to rectify the Default to the CRA's reasonable satisfaction within a 30-day period. The CRA may grant an additional period of such duration as the CRA shall deem appropriate without waiver of any of the CRA's rights hereunder, so long as the Contractor has commenced curing such Default and is effectuating a cure with diligence and continuity during such 30-day period or any other period which the CRA prescribes.

B. REMEDIES IN THE EVENT OF A DEFAULT

- 1. If a Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:
 - a) lost revenues;
 - b) the difference between the cost associated with procuring Work hereunder and the amount actually expended by the CRA for re-procurement of Work, including procurement and administrative costs;
 - c) such other direct damages; and
 - d) the Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. CRA may also bring any suit or proceeding for specific performance or for an injunction.

14.3 TERMINATION BY THE CRA

A. TERMINATION BY THE CRA FOR CAUSE

- 1. The CRA may terminate the Contract if the Contractor:

- a. persistently or repeatedly refuses or fails, to supply enough properly skilled workers and/or proper equipment and/or materials, or failure to adhere to the construction schedule established as adjusted from time to time pursuant to the terms of this Contract.
 - b. fails to make payment to Suppliers and/or Subcontractors for equipment, materials or labor in accordance with the respective Contracts between the Contractor and the Suppliers and/or Subcontractors;
 - c. disregards laws, ordinance, or rules, regulations or orders of a public authority having jurisdiction; or
 - d. fails to cure any Default in a manner consistent with Article 14, Subsection 14.2; or
 - e. otherwise is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the CRA, upon certification by the Consultant that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - a. takes possession of the Project site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - b. accepts assignment of subcontracts; and
 - c. finish the Work by whatever reasonable method the CRA may deem expedient.
 - d. prior to the Contractor leaving the Project site, the Contractor shall secure the site and leave it in a safe condition.
3. When the CRA terminates the Contract, the Contractor shall not be entitled to receive any further payment until the Work is finished.
4. All damages, costs and charges incurred by CRA, including compensation for the Consultant's Services, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by CRA shall exceed the unpaid balance, then Contractor shall be liable and shall pay to CRA the amount of said excess. The amount to be paid to the CRA shall be certified by the Consultant, upon application, and this obligation for payment shall survive termination of this Contract.
5. If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of CRA and Contractor shall be the same as if the notice of termination had

been issued pursuant to the Termination for Convenience clause as set forth below.

B. TERMINATION BY THE CRA FOR CONVENIENCE

This Contract may be terminated for convenience by CRA upon 30 days' written notice to Contractor, and the Contractor's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all acceptable work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. No payment shall be made for work/services or profit for such work/services, which have not been performed.

C. RECEIPT OF NOTICE OF TERMINATION

Upon receipt of Notice of Termination pursuant to Article 14, Subsection 14.3 A. or B. above, Contractor shall deliver or otherwise make available to CRA all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract whether completed or in process.

14.4 SUSPENSION BY THE CRA FOR CONVENIENCE

- A. The CRA may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the CRA may determine.
- B. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent;
 - 1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
 - 2. that an equitable adjustment is made or denied under another provision of this Contract.
- C. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

14.5 ASSURANCES OF ABILITY TO PERFORM THE WORK; CONTRACT ADJUSTMENTS

- A. When, in the opinion of the CRA, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the CRA may request that the Contractor, within the time frame set forth in the CRA's request, provide adequate assurances to the CRA, in writing, of the Contractor's ability to perform in accordance with terms of the Contract. Until the CRA receives such assurances the CRA may request an adjustment to the compensation received by the Contractor for portions of the Work that the Contractor has not performed. In the event that the Contractor fails to provide to the CRA the requested assurances within the prescribed time frame, the CRA may:
 - 1. treat such failure as a repudiation of this Contract;

2. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.
- B. In the event the CRA shall terminate the Contract, the CRA or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.



Memorandum

TO: Kris Mory, Director of Economic Development
FROM: Paul Collette, Senior Buyer
THRU: Peggy Cadeaux, Purchasing Manager
DATE: May 17, 2024
SUBJECT: Sawgrass to Seagrass Center, ITBC #24-10-PC

The Purchasing and Contract Administration Division issued an Invitation to Bid for the Sawgrass to Seagrass Center, ITBC #24-10-PC. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On March 6, 2024, the ITBC was advertised in the legal notices section of the Broward County Website. The notice was sent to four hundred nineteen (419) prospective Offerors via the e-Procurement Marketplace.
- Twenty-nine (29) vendors viewed the documents of the ITBC.
- On March 19, 2024 at 10:00 a.m., a Non-Mandatory Pre-Bid Conference was held in person and via Zoom.
- On March 27, 2024 at 10:00 a.m., a Non-Mandatory Site Visit and Examination was held.
- Two (2) Addendums were issued to make additions, deletions and changes to the ITBC documents.
- On May 2, 2024 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed five (5) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITBC requirements.
- Three (3) Bidders submitted No Bids, (MBR Construction, Inc. due to their current work load; Broward County Concrete due to their current workload; Sleiman Construction LLC due to bonding capacity is below project budget).
- The apparent low bidder, Shiff Construction & Development, Inc. met all the requirements of the ITBC.
- The Purchasing and Contract Administration Division discussed the response with the CRA Capital Project Manager and concluded that Shiff Construction & Development, Inc. meets all the requirements of the ITBC.
- The substantial completion shall be within Three Hundred Ninety-Five (395) calendar days and shall achieve final completion within Four Hundred Twenty-Five (425) calendar days of the CRA's issuance of the Notice to Proceed.
- Reference checks were conducted on Shiff Construction & Development, Inc. and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, Shiff Construction & Development, Inc. is the low, responsive and responsible bidder able to meet the ITBC requirements; therefore, the award recommendation of this ITBC is to Shiff Construction & Development, Inc.

Please use this memorandum and all attachments as your backup for the next available CRA Board meeting.

Att. Tabulation Summary, Tabulation Sheets, Scope of Work

Event Number	24-10-PC Addendum 2	Organization	City of Deerfield Beach
Event Title	Sawgrass to Seagrass Center	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting sealed responses from c	Event Owner	Paul Collette
Event Type	ITB (Construction)	Email	pcollette@deerfield-beach.com
Issue Date	3/6/2024 11:23:19 PM (ET)	Phone	(954) 480-4418
Close Date	5/2/2024 02:00:00 PM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Shiff Construction	Pompano Beach	FL	5/2/2024 01:36:16 PM (ET)	41	\$8,129,671.87
Burke Construction Group, Inc.	Doral	FL	5/2/2024 01:56:20 PM (ET)	41	\$8,369,217.03
Vercetti Enterprises	Miami	FL	5/2/2024 01:52:40 PM (ET)	41	\$8,923,908.00
Gulf Building LLC	Fort Lauderdale	FL	5/2/2024 12:08:22 PM (ET)	41	\$8,974,628.00
Emerald Construction Corp.	Hallandale Beach	FL	5/2/2024 01:36:45 PM (ET)	41	\$9,146,071.67

1	Lot I: General Requirements as per ITBC documents.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Emerald Construction Corp	1	Lump Sum	\$764,363.80	\$764,363.80
	shiff construction	1	Lump Sum	\$941,472.53	\$941,472.53
	Burke Construction Group, Inc.	1	Lump Sum	\$1,793,370.00	\$1,793,370.00
	Gulf Building LLC	1	Lump Sum	\$1,878,694.00	\$1,878,694.00
	Vercetti Enterprises	1	Lump Sum	\$2,084,079.00	\$2,084,079.00
1.1	Mobilization and Demobilization as per ITBC documents.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Emerald Construction Corp	1	Lump Sum	\$174,438.92	\$174,438.92
	shiff construction	1	Lump Sum	\$552,025.00	\$552,025.00
	Burke Construction Group, Inc.	1	Lump Sum	\$1,186,064.00	\$1,186,064.00
	Gulf Building LLC	1	Lump Sum	\$1,478,598.00	\$1,478,598.00
	Vercetti Enterprises	1	Lump Sum	\$1,590,690.00	\$1,590,690.00 Includes General Conditions, General Requirements and Overhead & Profit.
1.2	Maintenance of Traffic (MOT) as per ITBC documents.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Gulf Building LLC	1	Lump Sum	\$1.00	\$1.00 Included in Line 1.1
	Vercetti Enterprises	1	Lump Sum	\$10,000.00	\$10,000.00
	Burke Construction Group, Inc.	1	Lump Sum	\$10,000.00	\$10,000.00
	Emerald Construction Corp	1	Lump Sum	\$11,856.10	\$11,856.10
	shiff construction	1	Lump Sum	\$64,629.80	\$64,629.80
1.3	Phasing as per ITBC documents.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Gulf Building LLC	1	Lump Sum	\$1.00	\$1.00 Included in Line 1.1
	shiff construction	1	Lump Sum	\$500.00	\$500.00
	Vercetti Enterprises	1	Lump Sum	\$10,000.00	\$10,000.00
	Emerald Construction Corp	1	Lump Sum	\$15,000.00	\$15,000.00
	Burke Construction Group, Inc.	1	Lump Sum	\$163,723.00	\$163,723.00
1.4	Insurances, Performance Bond, Payment Bond as per ITBC documents.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	shiff construction	1	Lump Sum	\$160,000.00	\$160,000.00
	Burke Construction Group, Inc.	1	Lump Sum	\$258,916.00	\$258,916.00
	Emerald Construction Corp	1	Lump Sum	\$321,898.68	\$321,898.68
	Gulf Building LLC	1	Lump Sum	\$378,900.00	\$378,900.00
	Vercetti Enterprises	1	Lump Sum	\$401,639.00	\$401,639.00

1.5	Delegated Engineering, Field Engineering, Layout, Survey, Underground Surveying, As-Built as per ITBC documents.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Gulf Building LLC	1	Lump Sum	\$1.00	\$1.00	Included in Line 1.1
Burke Construction Group, Inc.	1	Lump Sum	\$12,350.00	\$12,350.00	
Vercetti Enterprises	1	Lump Sum	\$15,000.00	\$15,000.00	
shiff construction	1	Lump Sum	\$30,000.00	\$30,000.00	
Emerald Construction Corp	1	Lump Sum	\$64,937.83	\$64,937.83	
1.6	Temporary Facilities as per ITBC documents.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Gulf Building LLC	1	Lump Sum	\$1.00	\$1.00	Included in Line 1.1
Vercetti Enterprises	1	Lump Sum	\$15,500.00	\$15,500.00	
shiff construction	1	Lump Sum	\$66,497.73	\$66,497.73	
Emerald Construction Corp	1	Lump Sum	\$122,089.09	\$122,089.09	
Burke Construction Group, Inc.	1	Lump Sum	\$142,267.00	\$142,267.00	
1.7	CPM Schedule Monthly Updates as per ITBC documents.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Gulf Building LLC	1	Lump Sum	\$1.00	\$1.00	Included in Line 1.1
Emerald Construction Corp	1	Lump Sum	\$5,094.62	\$5,094.62	
Burke Construction Group, Inc.	1	Lump Sum	\$6,000.00	\$6,000.00	
Vercetti Enterprises	1	Lump Sum	\$15,000.00	\$15,000.00	
shiff construction	1	Lump Sum	\$17,500.00	\$17,500.00	
1.8	Aerial and Construction Photographs as per ITBC documents.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Gulf Building LLC	1	Lump Sum	\$1.00	\$1.00	Included in Line 1.1
Burke Construction Group, Inc.	1	Lump Sum	\$1,190.00	\$1,190.00	
Vercetti Enterprises	1	Lump Sum	\$11,250.00	\$11,250.00	
Emerald Construction Corp	1	Lump Sum	\$25,441.29	\$25,441.29	
shiff construction	1	Lump Sum	\$37,460.00	\$37,460.00	
1.9	Material Testing & Reporting as per ITBC documents.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
shiff construction	1	Lump Sum	\$12,860.00	\$12,860.00	
Burke Construction Group, Inc.	1	Lump Sum	\$12,860.00	\$12,860.00	
Vercetti Enterprises	1	Lump Sum	\$15,000.00	\$15,000.00	
Gulf Building LLC	1	Lump Sum	\$21,190.00	\$21,190.00	
Emerald Construction Corp	1	Lump Sum	\$23,607.27	\$23,607.27	

2	Lot II: Improvements as per ITBC documents.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
Burke Construction Group, Inc.	1	Lump Sum	\$5,680,847.03	\$5,680,847.03	
Vercetti Enterprises	1	Lump Sum	\$5,944,829.00	\$5,944,829.00	
Gulf Building LLC	1	Lump Sum	\$6,200,934.00	\$6,200,934.00	
shiff construction	1	Lump Sum	\$6,293,199.34	\$6,293,199.34	
Emerald Construction Corp	1	Lump Sum	\$7,486,707.87	\$7,486,707.87	

2.1	Demolition of Existing Facilities per Plans as per ITBC documents.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
shiff construction	1	Lump Sum	\$32,940.00	\$32,940.00	
Gulf Building LLC	1	Lump Sum	\$36,750.00	\$36,750.00	
Emerald Construction Corp	1	Lump Sum	\$53,654.34	\$53,654.34	
Burke Construction Group, Inc.	1	Lump Sum	\$53,716.00	\$53,716.00	
Vercetti Enterprises	1	Lump Sum	\$156,932.00	\$156,932.00	

2.2	Earthwork - Grading, Drainage, Termite Treatment, etc. as per ITBC documents.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
shiff construction	1	Lump Sum	\$120,905.48	\$120,905.48	
Gulf Building LLC	1	Lump Sum	\$155,843.00	\$155,843.00	
Burke Construction Group, Inc.	1	Lump Sum	\$195,208.00	\$195,208.00	
Vercetti Enterprises	1	Lump Sum	\$195,510.00	\$195,510.00	
Emerald Construction Corp	1	Lump Sum	\$298,713.91	\$298,713.91	

2.3	Site Utilities as per ITBC documents.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
shiff construction	1	Lump Sum	\$88,443.36	\$88,443.36	
Burke Construction Group, Inc.	1	Lump Sum	\$123,795.00	\$123,795.00	
Gulf Building LLC	1	Lump Sum	\$143,419.00	\$143,419.00	
Emerald Construction Corp	1	Lump Sum	\$203,841.52	\$203,841.52	
Vercetti Enterprises	1	Lump Sum	\$206,690.00	\$206,690.00	

2.4	Exterior Improvements - Paving, Lighting, Bollards, Landscaping, Irrigation, Pavers, Site Furnishings, etc. as per ITBC documents.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
Vercetti Enterprises	1	Lump Sum	\$184,593.00	\$184,593.00	
Burke Construction Group, Inc.	1	Lump Sum	\$185,740.00	\$185,740.00	
Emerald Construction Corp	1	Lump Sum	\$230,895.61	\$230,895.61	
shiff construction	1	Lump Sum	\$272,185.53	\$272,185.53	
Gulf Building LLC	1	Lump Sum	\$323,588.00	\$323,588.00	

2.5 Concrete as per ITBC documents.					
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Vercetti Enterprises	1	Lump Sum	\$1,068,756.00	\$1,068,756.00	
Burke Construction Group, Inc.	1	Lump Sum	\$1,097,700.00	\$1,097,700.00	
Gulf Building LLC	1	Lump Sum	\$1,105,000.00	\$1,105,000.00	
shiff construction	1	Lump Sum	\$1,296,000.00	\$1,296,000.00	
Emerald Construction Corp	1	Lump Sum	\$1,552,304.27	\$1,552,304.27	

2.6 Masonry as per ITBC documents.					
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Burke Construction Group, Inc.	1	Lump Sum	\$0.01	\$0.01	Included in line 2.5
Gulf Building LLC	1	Lump Sum	\$1.00	\$1.00	Included in Line 2.5
Vercetti Enterprises	1	Lump Sum	\$50,000.00	\$50,000.00	
Emerald Construction Corp	1	Lump Sum	\$215,891.66	\$215,891.66	
shiff construction	1	Lump Sum	\$217,186.16	\$217,186.16	

2.7 Steel as per ITBC documents.					
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Burke Construction Group, Inc.	1	Lump Sum	\$310,319.00	\$310,319.00	
shiff construction	1	Lump Sum	\$403,360.56	\$403,360.56	
Vercetti Enterprises	1	Lump Sum	\$484,706.00	\$484,706.00	
Gulf Building LLC	1	Lump Sum	\$493,070.00	\$493,070.00	
Emerald Construction Corp	1	Lump Sum	\$514,170.78	\$514,170.78	

2.8 Metal Decking as per ITBC documents.					
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Burke Construction Group, Inc.	1	Lump Sum	\$0.01	\$0.01	Included in line 2.7
Gulf Building LLC	1	Lump Sum	\$1.00	\$1.00	Included in Line 2.7
Emerald Construction Corp	1	Lump Sum	\$41,493.85	\$41,493.85	Includes steel joist and decking. Not able to be separated by supplier. Ships together as a package.
shiff construction	1	Lump Sum	\$58,567.32	\$58,567.32	
Vercetti Enterprises	1	Lump Sum	\$69,244.00	\$69,244.00	

2.9 Railings as per ITBC documents.					
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Gulf Building LLC	1	Lump Sum	\$1.00	\$1.00	Included in Line 2.7
Vercetti Enterprises	1	Lump Sum	\$138,488.00	\$138,488.00	
Burke Construction Group, Inc.	1	Lump Sum	\$222,905.00	\$222,905.00	
shiff construction	1	Lump Sum	\$261,504.29	\$261,504.29	
Emerald Construction Corp	1	Lump Sum	\$308,542.96	\$308,542.96	

2.10 Stucco – Framing, Sheathing, Waterproofing, Finish, Accessories, etc. as per ITBC documents.					
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Gulf Building LLC	1	Lump Sum	\$1.00	\$1.00	Included in Line 2.16
Emerald Construction Corp	1	Lump Sum	\$219,573.68	\$219,573.68	
shiff construction	1	Lump Sum	\$239,772.42	\$239,772.42	
Vercetti Enterprises	1	Lump Sum	\$302,234.00	\$302,234.00	
Burke Construction Group, Inc.	1	Lump Sum	\$460,489.00	\$460,489.00	

2.11 Doors as per ITBC documents.					
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Vercetti Enterprises	1	Lump Sum	\$41,183.00	\$41,183.00	
Emerald Construction Corp	1	Lump Sum	\$45,755.76	\$45,755.76	
Burke Construction Group, Inc.	1	Lump Sum	\$126,648.00	\$126,648.00	
shiff construction	1	Lump Sum	\$127,157.04	\$127,157.04	
Gulf Building LLC	1	Lump Sum	\$554,536.00	\$554,536.00	

2.12 Curtain Walls as per ITBC documents.					
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Gulf Building LLC	1	Lump Sum	\$1.00	\$1.00	Included in Line 2.11
Emerald Construction Corp	1	Lump Sum	\$388,994.02	\$388,994.02	
Burke Construction Group, Inc.	1	Lump Sum	\$445,500.00	\$445,500.00	
shiff construction	1	Lump Sum	\$481,140.00	\$481,140.00	
Vercetti Enterprises	1	Lump Sum	\$506,500.00	\$506,500.00	

2.13 Paint and Sealant as per ITBC documents.					
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Gulf Building LLC	1	Lump Sum	\$1.00	\$1.00	Included in Line 2.16
Vercetti Enterprises	1	Lump Sum	\$61,266.00	\$61,266.00	
Emerald Construction Corp	1	Lump Sum	\$76,881.80	\$76,881.80	
shiff construction	1	Lump Sum	\$78,246.00	\$78,246.00	
Burke Construction Group, Inc.	1	Lump Sum	\$177,072.00	\$177,072.00	

2.14 Installation and Soundproofing as per ITBC documents.					
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Gulf Building LLC	1	Lump Sum	\$1.00	\$1.00	Included in Line 2.16
Vercetti Enterprises	1	Lump Sum	\$15,000.00	\$15,000.00	
Burke Construction Group, Inc.	1	Lump Sum	\$160,000.00	\$160,000.00	
Emerald Construction Corp	1	Lump Sum	\$179,254.28	\$179,254.28	
shiff construction	1	Lump Sum	\$220,893.48	\$220,893.48	

2.15 Fireproofing as per ITBC documents.					
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Gulf Building LLC	1	Lump Sum	\$1.00	\$1.00	Included in Line 2.22
Burke Construction Group, Inc.	1	Lump Sum	\$22,520.00	\$22,520.00	
shiff construction	1	Lump Sum	\$24,321.60	\$24,321.60	
Vercetti Enterprises	1	Lump Sum	\$27,800.00	\$27,800.00	
Emerald Construction Corp	1	Lump Sum	\$44,119.27	\$44,119.27	

2.16 Drywall- Framing, Sheathing, Finish, Accessories, etc. as per ITBC documents.					
Supplier	QTY	UOM	Price	Extended	Supplier Notes
shiff construction	1	Lump Sum	\$261,900.00	\$261,900.00	
Burke Construction Group, Inc.	1	Lump Sum	\$293,400.00	\$293,400.00	
Vercetti Enterprises	1	Lump Sum	\$397,730.00	\$397,730.00	
Emerald Construction Corp	1	Lump Sum	\$465,779.34	\$465,779.34	
Gulf Building LLC	1	Lump Sum	\$1,475,683.00	\$1,475,683.00	

2.17 Elevator as per ITBC documents.					
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Burke Construction Group, Inc.	1	Lump Sum	\$151,305.00	\$151,305.00	
Vercetti Enterprises	1	Lump Sum	\$159,731.00	\$159,731.00	
shiff construction	1	Lump Sum	\$161,028.00	\$161,028.00	
Gulf Building LLC	1	Lump Sum	\$172,000.00	\$172,000.00	
Emerald Construction Corp	1	Lump Sum	\$198,277.18	\$198,277.18	

2.18 Electrical as per ITBC documents.					
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Burke Construction Group, Inc.	1	Lump Sum	\$353,603.00	\$353,603.00	
Gulf Building LLC	1	Lump Sum	\$476,900.00	\$476,900.00	
Vercetti Enterprises	1	Lump Sum	\$477,776.00	\$477,776.00	
Emerald Construction Corp	1	Lump Sum	\$547,518.18	\$547,518.18	
shiff construction	1	Lump Sum	\$551,042.35	\$551,042.35	

2.19 Air Conditioning as per ITBC documents.					
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Gulf Building LLC	1	Lump Sum	\$191,610.00	\$191,610.00	
shiff construction	1	Lump Sum	\$206,938.80	\$206,938.80	
Vercetti Enterprises	1	Lump Sum	\$217,158.00	\$217,158.00	
Burke Construction Group, Inc.	1	Lump Sum	\$284,695.00	\$284,695.00	
Emerald Construction Corp	1	Lump Sum	\$328,327.99	\$328,327.99	

2.20	Plumbing – Including fixtures and accessories as per ITBC documents.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Gulf Building LLC	1	Lump Sum	\$232,495.00	\$232,495.00
	Burke Construction Group, Inc.	1	Lump Sum	\$248,170.00	\$248,170.00
	shiff construction	1	Lump Sum	\$255,624.98	\$255,624.98
	Vercetti Enterprises	1	Lump Sum	\$285,456.00	\$285,456.00
	Emerald Construction Corp	1	Lump Sum	\$467,926.35	\$467,926.35
2.21	Fire Sprinklers as per ITBC documents.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Gulf Building LLC	1	Lump Sum	\$46,500.00	\$46,500.00
	Vercetti Enterprises	1	Lump Sum	\$47,430.00	\$47,430.00
	Burke Construction Group, Inc.	1	Lump Sum	\$55,025.00	\$55,025.00
	shiff construction	1	Lump Sum	\$75,060.00	\$75,060.00
	Emerald Construction Corp	1	Lump Sum	\$103,594.34	\$103,594.34
2.22	Roofing as per ITBC documents.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	shiff construction	1	Lump Sum	\$243,475.20	\$243,475.20
	Burke Construction Group, Inc.	1	Lump Sum	\$268,030.00	\$268,030.00
	Emerald Construction Corp	1	Lump Sum	\$333,991.91	\$333,991.91
	Vercetti Enterprises	1	Lump Sum	\$358,802.00	\$358,802.00
	Gulf Building LLC	1	Lump Sum	\$387,602.00	\$387,602.00
2.23	Flooring with Baseboards as per ITBC documents.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Gulf Building LLC	1	Lump Sum	\$1.00	\$1.00 Included in Line 2.16
	Emerald Construction Corp	1	Lump Sum	\$95,862.99	\$95,862.99
	Burke Construction Group, Inc.	1	Lump Sum	\$111,973.00	\$111,973.00
	Vercetti Enterprises	1	Lump Sum	\$117,157.00	\$117,157.00
	shiff construction	1	Lump Sum	\$207,192.60	\$207,192.60
2.24	Signage – Including Wayfinding, LED and Fish mounts as per ITBC documents.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Gulf Building LLC	1	Lump Sum	\$1.00	\$1.00 Included in Line 2.26
	Burke Construction Group, Inc.	1	Lump Sum	\$75,268.01	\$75,268.01
	shiff construction	1	Lump Sum	\$126,879.84	\$126,879.84
	Vercetti Enterprises	1	Lump Sum	\$170,922.00	\$170,922.00
	Emerald Construction Corp	1	Lump Sum	\$192,912.46	\$192,912.46

2.25	Millwork as per ITBC documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	shiff construction	1	Lump Sum	\$39,258.00	\$39,258.00	
	Burke Construction Group, Inc.	1	Lump Sum	\$40,936.00	\$40,936.00	
	Gulf Building LLC	1	Lump Sum	\$47,171.00	\$47,171.00	
	Vercetti Enterprises	1	Lump Sum	\$60,869.00	\$60,869.00	
	Emerald Construction Corp	1	Lump Sum	\$120,159.14	\$120,159.14	

2.26	Furniture, Fixtures and Equipment as per ITBC documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Emerald Construction Corp	1	Lump Sum	\$17,107.14	\$17,107.14	
	shiff construction	1	Lump Sum	\$23,180.58	\$23,180.58	
	Burke Construction Group, Inc.	1	Lump Sum	\$79,668.00	\$79,668.00	
	Vercetti Enterprises	1	Lump Sum	\$122,034.00	\$122,034.00	
	Gulf Building LLC	1	Lump Sum	\$224,658.00	\$224,658.00	

2.27	Low-Voltage – Security, Telecom, Data, etc. as per ITBC documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Vercetti Enterprises	1	Lump Sum	\$20,862.00	\$20,862.00	
	Gulf Building LLC	1	Lump Sum	\$134,099.00	\$134,099.00	
	Burke Construction Group, Inc.	1	Lump Sum	\$137,162.00	\$137,162.00	
	shiff construction	1	Lump Sum	\$218,995.75	\$218,995.75	
	Emerald Construction Corp	1	Lump Sum	\$241,163.14	\$241,163.14	

3	Permit Fees (Allowance).					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	shiff construction	1	Lump Sum	\$135,000.00	\$135,000.00	
	Emerald Construction Corp	1	Lump Sum	\$135,000.00	\$135,000.00	
	Gulf Building LLC	1	Lump Sum	\$135,000.00	\$135,000.00	
	Vercetti Enterprises	1	Lump Sum	\$135,000.00	\$135,000.00	
	Burke Construction Group, Inc.	1	Lump Sum	\$135,000.00	\$135,000.00	

4	Solar Panels - Including all related items (Allowance).					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	shiff construction	1	Lump Sum	\$125,000.00	\$125,000.00	
	Emerald Construction Corp	1	Lump Sum	\$125,000.00	\$125,000.00	
	Gulf Building LLC	1	Lump Sum	\$125,000.00	\$125,000.00	
	Vercetti Enterprises	1	Lump Sum	\$125,000.00	\$125,000.00	
	Burke Construction Group, Inc.	1	Lump Sum	\$125,000.00	\$125,000.00	

5	Fish Tanks - Including all related items (Allowance).				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
shiff construction	1	Lump Sum	\$60,000.00	\$60,000.00	
Emerald Construction Corp	1	Lump Sum	\$60,000.00	\$60,000.00	
Gulf Building LLC	1	Lump Sum	\$60,000.00	\$60,000.00	
Vercetti Enterprises	1	Lump Sum	\$60,000.00	\$60,000.00	
Burke Construction Group, Inc.	1	Lump Sum	\$60,000.00	\$60,000.00	

6	Owner Construction Contingency (Allowance).				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
shiff construction	1	Lump Sum	\$500,000.00	\$500,000.00	
Emerald Construction Corp	1	Lump Sum	\$500,000.00	\$500,000.00	
Gulf Building LLC	1	Lump Sum	\$500,000.00	\$500,000.00	
Vercetti Enterprises	1	Lump Sum	\$500,000.00	\$500,000.00	
Burke Construction Group, Inc.	1	Lump Sum	\$500,000.00	\$500,000.00	

7	Terrazzo Flooring, including all related items (Allowance).				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
shiff construction	1	Lump Sum	\$75,000.00	\$75,000.00	
Emerald Construction Corp	1	Lump Sum	\$75,000.00	\$75,000.00	
Gulf Building LLC	1	Lump Sum	\$75,000.00	\$75,000.00	
Vercetti Enterprises	1	Lump Sum	\$75,000.00	\$75,000.00	
Burke Construction Group, Inc.	1	Lump Sum	\$75,000.00	\$75,000.00	

SECTION VI - SCOPE OF WORK

1. GENERAL

Contractor shall provide all labor, material, equipment, tools, supervision, insurances, bonds, permits, and incidentals for the Sawgrass-to-Seagrass Center project, in accordance with the terms, conditions, scope of work, technical specifications and plans herein. The scope of work shall be, but is not limited to, a new public facility, which generally includes the demolition of an existing building, construction of a new two-story building with utilities, a surface parking lot and dumpster, a drop-off area, landscape, crosswalks, light poles and signage. Funding shall be provided by the CRA for this project.

2. TECHNICAL SPECIFICATIONS AND PLANS AND OTHER DOCUMENTATION

Refer to: Exhibit II – Project Manual - Technical Specifications Vol I of II, Exhibit III – Project Manual - Technical Specifications Vol II of II, and Exhibit IV – PLANS STS ARCHITECT SET thru Exhibit XXVIII – Notice of Demolition – Asbestos Renovation as listed under the Attachments Tab.

3. PROTECTION OF PROPERTY

- a. The Contractor shall at all times guard against damage or loss to the City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's Project Manager or designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.
- b. The Contractor and its subcontractor(s) shall clean, repair, or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- c. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

4. CLEAN UP

- a. The Contractor shall keep the construction site free of rubbish and other materials and restore to their original conditions those portions of the site not designated for the alteration by the Contract Documents. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the work.
- b. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operation. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the Contract Documents shall be immediately restored to original condition as upon completion of the project.

5. QUALITY ASSURANCE

- a. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of his/her responsibility.

6. PERSONNEL

- a.** The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the Contractors supervisory staff on-site or the managerial point of contact designated to the contract.
- b.** The Contractors employees performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractors' personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.
- c.** At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the English language.
- d.** Contractor's personnel shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

7. CONTRACTOR'S VEHICLES

- a.** Contractor's vehicles used on City projects shall be clean and presentable, in working condition, and identified with the name of the company and proper licensing.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-301

Agenda Date: 6/11/2024

Status: Board/Administration
Comments

In Control: Community Redevelopment
Agency (CRA)

Title
May 2024 Change Order Report

Deerfield Beach
Community Redevelopment Agency
Monthly Change Order Report

5/31/2024

As per CRA Resolution 2011-011

Change Orders

Date	Project	Expenditure Description	Amount
Approved 5/15/2024	S-Curve Utility Undergrounding and Streetscape Improvements	Change Order#2: Eliminate 7 bollards based on existing field conditions (CREDIT)	\$56,980
Approved 5/15/2024	S-Curve Utility Undergrounding and Streetscape Improvements	Change Order#3: Installation of conduit for FPL PL-1 Street lighting	\$121,330.00
Requested 5/30/2024	S-Curve Utility Undergrounding and Streetscape Improvements	Change Order#4: Additional Project Management and Maintenance of Traffic caused by FPL utility undergrounding delays and for additional paver sidewalks in front of JB's Restaurant.	\$95,000



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Change Proposal Request 002

Client: City of Deerfield Beach
Contractor: Team Contracting, Inc.

Project No.: 23-04-PC
Project: S-Curve Streetscape
Improvements and Overhead Utility
Undergrounding

This Change Proposal Request (CPR) is submitted requesting a Change Order to the Contract to increase/decrease the time for performance and/or the value of the Contract.

Detailed Basis/Scope for CPR:

As instructed by Mark DiMascio, PM:

1. The following 7 bollards will not be installed:
 - a. Bollard No 6 (45W),
 - b. Bollard No 12 (32W)
 - c. Bollard No 21 (32W)
 - d. Bollard No 24 (32W)
 - e. Bollard No 27 (32W)
 - f. Bollard No 30 (32W)
 - g. Bollard No 36 (32W)
2. City will be provided credit for the 7 Bollards that will not be installed.

Financial Data

Contract Values:

<u>Item No</u>	<u>Description</u>	<u>Units</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Total Cost</u>
4.3	Pull & Splice Box, F & I, 13" x 24" Cover Size as per ITB Documents	EA	-7	(\$1,320.00)	(\$9,240.00)
4.9	Bollard Complete - Special Design, White, F&I, Conc. Bollard as per ITB documents.	EA	-1	(\$6,820.00)	(\$6,820.00)
4.10	Bollard Complete - Special Design, Amber, F&I, Conc. Bollard as per ITB documents.	EA	-6	(\$6,820.00)	(\$40,920.00)

CPR Value: **(\$ 56,980.00) Credit to the City**

Increase/Decrease in time for Completion: N/A

Current Completion Date: TBD

Proposed Completion Date: TBD



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By signing and submitting this CPR the Contractor certifies that the supporting cost data is accurate and, in the opinion of the undersigned, the stated prices and/or time request are both fair and reasonable. The signatory certifies that they are authorized by the Contractor to execute this CPR.

Name: Rudy Ayan
Title: Executive Vice President

Signature: *Rudy Ayan*
Date of Submittal: 03/15/2024

By signing below the signatory has either concurred with or rejected the proposed CPR as submitted:

Owner: ☒ Concur ☐ Rejected

Mrs. Mary

Name

[Signature]

Signature

5/15/24

Date



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Change Proposal Request 003

Client: City of Deerfield Beach
Contractor: Team Contracting, Inc.

Project No.: 23-04-PC
Project: S-Curve Streetscape
Improvements and Overhead Utility
Undergrounding

This Change Proposal Request (CPR) is submitted requesting a Change Order to the Contract to increase/decrease the time for performance and/or the value of the Contract.

Detailed Basis/Scope for CPR:

Installation of Conduits and Pull-Boxes for FPL Lighting. Approximately 1400 LF of Conduit and Boxes to be installed via Directional Bore in areas that do not overlap with the streetscape improvements, and Approximately 850 LF of Conduit and Boxes to be Installed via trenching in areas that overlap with the streetscape improvements.

Financial Data

Contract Values:

<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Total Price</i>
Conduit, Furnish & Install, Open Trench as per ITB documents.	LF	850	\$24.20	\$ 20,570.00
Conduit, Furnish & Install, Directional Bore as per ITB documents.	LF	1400	\$35.20	\$ 49,280.00
Pull & Splice Box, F&I, 13" x 24" Cover Size as per ITB documents.	EA	39	\$1,320.00	\$ 51,480.00
Total				\$ 121,330.00

CPR Value: \$ 121,330.00



TEAM CONTRACTING
General Contractors & Design Builders
CGC 061511 • CGC 046372

Increase/Decrease in time for Completion: 60 Calendar Days

Current Completion Date: 12/18/2024

Proposed Completion Date: 02/16/2025

By signing and submitting this CPR the Contractor certifies that the supporting cost data is accurate and, in the opinion of the undersigned, the stated prices and/or time request are both fair and reasonable. The signatory certifies that they are authorized by the Contractor to execute this CPR.

Name: Daniel Gell

Title: Executive Vice President

Signature: *Daniel Gell*

Date of Submittal: 05/08/2024

By signing below the signatory has either concurred with or rejected the proposed CPR as submitted:

Owner: ☒ Concur ☐ Rejected

[Signature]
Name

[Signature]
Signature

5/15/24
Date



TEAM CONTRACTING
General Contractors & Design Builders
CGC 061511 • CGC 046372

Change Proposal Request 004

Client: City of Deerfield Beach
Contractor: Team Contracting, Inc.

Project No.: 23-04-PC
Project: S-Curve Streetscape
Improvements and Overhead Utility
Undergrounding

This Change Proposal Request (CPR) is submitted requesting a Change Order to the Contract to increase/decrease the time for performance and/or the value of the Contract.

Detailed Basis/Scope for CPR:

- Includes additional costs for Project Management and Maintenance of Traffic due to time overruns by Utility Companies (Items 1.1, 1.3).

- Extension of New Brick Paver Sidewalk from JB's Restaurant Crosswalk to Property Line shared by JB's Restaurant and Kirk Cottrell Pavilion (Items 3.2, 3.3, 3.9).

Financial Data

Contract Values:

Item	Description	Unit	Qty	Unit Price	Total
1.1	Project Management & Coordination of 3rd Party Utility Subcontractors as per ITB documents. Additional Cost due to overruns by Utility Companies	LS	1.0	\$ 56,000.00	\$ 56,000.00
1.3	Maintenance of Traffic (MOT) as per ITB documents. Additional Cost due to overruns by Utility Companies	LS	1.0	\$ 6,552.20	\$ 6,552.20
3.2	Demolition & Removal of Existing Concrete Sidewalk as per ITB documents. Extension of New Brick Paver Sidewalk from JB's Restaurant crosswalk to property line with the Kirk Cottrell Pavilion	SY	43.0	\$ 19.80	\$ 851.40



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3.3	Stabilize Sub-Grade (Type B Stabilization), 12" as per ITB documents. Extension of New Brick Paver Sidewalk from JB's Restaurant crosswalk to property line with the Kirk Cottrell Pavilion	SY	43.0	\$ 19.80	\$ 851.40
3.9	Brick Paver Sidewalk with Concrete Foundation & Header or Ribbon Curbing as per ITB documents. Extension of New Brick Paver Sidewalk from JB's Restaurant crosswalk to property line with the Kirk Cottrell Pavilion	SY	43.0	\$ 715.00	\$ 30,745.00

CPR Value: \$ 95,000.00

Increase/Decrease in time for Completion: TBD

Current Completion Date: 12/18/2024

Proposed Completion Date: TBD

By signing and submitting this CPR the Contractor certifies that the supporting cost data is accurate and, in the opinion of the undersigned, the stated prices and/or time request are both fair and reasonable. The signatory certifies that they are authorized by the Contractor to execute this CPR.

Name: Daniel Gell

Signature: *Daniel Gell*

Title: Executive Vice President

Date of Submittal: 05/30/2024

By signing below the signatory has either concurred with or rejected the proposed CPR as submitted:

Owner: ☐ Concur ☐ Rejected

Name

Signature

Date