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RESOLUTION NO. 2026 - 023

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AWARING BID # 25-26-02 30-INCH FORCE MAIN IMPROVEMENT PROJECT TO MAN-CON, INC., AS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, IN AN AMOUNT OF FOUR MILLION, EIGHT HUNDRED, NINETY-FOUR THOUSAND, EIGHT HUNDRED AND SIXTY-ONE DOLLARS (\$4,894,861); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 23, Section 23-5, Competitive Procurement Required, all purchases of and contracts for equipment, supplies and contractual services in excess of the delegated spending authority, shall be based on a competitive procurement process, and pursuant to Chapter 23, Section 26-9 (e), while the City Manager may award procurements within the delegated spending authority, all other procurements, except emergency procurements, require commission approval for award; and

WHEREAS, given that a robust force-main system is critical to maintaining reliable wastewater conveyance, and its failure can result in significant financial, operational, and environmental impacts for municipalities, construction of a 30-inch Force Main will provide essential long-term benefits to support the City of Hallandale Beach’s growth and ensure that future increases in development intensity can be adequately served, and

WHEREAS, by enhancing the capacity and resilience of the wastewater infrastructure, a new 30-inch Force Main will help avoid costly system failures, mitigate environmental risks associated with overflows, and extend the useful life of the utility network; and

WHEREAS, on October 23, 2025, the City of Hallandale Beach released Bid # 25-26-02 30-Inch Force Main Improvement Project to construct approximately 2,800 linear feet of 30-inch force main (FM) either by Horizontal Directional Drill (HDD) or open cut or a combination of both on NE 14th Avenue from about 150 feet south Atlantic Shores Blvd and connecting to the City of Hallandale Beach’s FM master meter on the SW corner of Funston Street and S 14th Street in the City of Hollywood; and

36 **WHEREAS**, Staff recommends that the Mayor and City Commission find it to be in the
37 public interest to award Bid # 25-26-02 30-Inch Force Main Improvement Project to Man-Con,
38 Incorporated, as the lowest responsive and responsible bidder, in an amount of Four Million,
39 Eight Hundred, Ninety-Four Thousand, Eight Hundred and Sixty-One Dollars (\$4,894,861)
40 and authorize an additional 10% contingency for a total not-to-exceed amount of Five Million,
41 Three Hundred, Eighty-Four Thousand, Three Hundred and Forty Seven Dollars and Ten
42 Cents (\$5,384,347.10), and authorize the City Manager to execute relating documents.

43
44 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY**
45 **COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA:**

46
47 **SECTION 1. Whereas Clauses.** The foregoing "Whereas" clauses are incorporated
48 herein.

49 **SECTION 2. Authorization.** The Mayor and City Commission hereby award Bid #
50 25-26-02 30-Inch Force Main Improvement Project to Man-Con, Incorporated, as the lowest
51 responsive and responsible bidder, in an amount of Four Million, Eight Hundred, Ninety-Four
52 Thousand, Eight Hundred and Sixty-One Dollars (\$4,894,861) and authorize an additional
53 10% contingency for a total not-to-exceed amount of Five Million, Three Hundred, Eighty-
54 Four Thousand, Three Hundred and Forty Seven Dollars and Ten Cents (\$5,384,347.10),
55 and authorize the City Manager to execute relating documents.


56
57 **SECTION 3. Effective Date.** This Resolution shall take effect immediately upon its
58 passage and adoption.

59 APPROVED AND ADOPTED this 18th day of March, 2026.



JOY FU COOPER
MAYOR

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65 SPONSORED BY: CITY ADMINISTRATION

66 ATTEST:
67 
68 _____
69 JENORGEN GUILLEN
70 CITY CLERK

71 APPROVED AS TO LEGAL SUFFICIENCY
72 AND FORM

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JENNIFER MERINO
CITY ATTORNEY

FINAL VOTE ON ADOPTION

Mayor Cooper	<u>Yes</u>
Vice Mayor Lazarow	<u>Yes</u>
Commissioner Adams	<u>Yes</u>
Commissioner Butler	<u>Yes</u>
Commissioner Lima-Taub	<u>Yes</u>

81

CONTRACT

THIS IS A CONTRACT, made and entered into this 26 day of March, 2026, by and between The City of Hallandale Beach, hereinafter referred to as CITY and MAN-CON, INCORPORATED, hereinafter referred to as the CONTRACTOR.

WITNESSETH, that the CONTRACTOR and the CITY, for considerations hereinafter name, agree as follows:

ARTICLE 1

SCOPE OF WORK

- 1.1 The CONTRACTOR hereby agrees to furnish all of the labor, materials, equipment and services necessary to perform all of the work described in the Bid Project including Drawings (Design Plans), Specifications and Addenda thereto for the project entitled:

The work to be provided is outlined and includes to BID 25-26-02 30 INCH FORCE MAIN IMPROVEMENT PROJECT (Exhibit A), which is hereby incorporated and made part of this Agreement by reference and Proposal (Exhibit B) submitted by CONTRACTOR, which is hereby incorporated and made part of this Agreement by reference.

At the March 18, 2026 City Commission Meeting the City Commission adopted Resolution # 2026-023 awarded through BID 25-26-02 30 INCH FORCE MAIN IMPROVEMENT PROJECT in the amount of Four Million, Eight Hundred, Ninety-Four Thousand Eight Hundred and Sixty-One Dollars (\$4,894,861.00). The City Commission has also approved an additional 10% contingency amount for change orders, for a total not to exceed the amount of Five Million, Three Hundred, Eighty-Four Thousand, Three Hundred Forty-Seven Dollars and Ten Cents (\$5,384,347.10).

- 1.2 The CONTRACTOR and the City's Project Manager will develop a single list of items required to render complete, satisfactory, and acceptable construction services, if applicable.

The City's Project Manager will contact the CONTRACTOR with the list of required items for this project and will provide a timeline for the CONTRACTOR to respond. The delivery of the list of items for the accomplishment of the construction project will be provided by the City's

Project Manager to the CONTRACTOR within five (5) days of contract execution.

- a) For contracts less than \$10 million dollars the parties shall, within thirty (30) days of substantial completion, develop and deliver a list required for accomplishment of the Project. If the contract is more than \$10 million dollars the parties shall accomplish same within sixty (60) days.
- b) The final completion date under the Contract shall be extended at least thirty (30) days after the list is delivered in paragraph a above.

ARTICLE 2

CONTRACT TIME

- 2.1 The work to be performed under this Contract shall be commenced within 15 calendar days after the Project Initiation Date specified in the Notice to Proceed. The CITY shall instruct the CONTRACTOR to commence the work by written instructions in the form of a Notice to Proceed and a Purchase Order. These will not be issued until receipt of all required documents and after execution of the Contract by both parties. The receipt of all necessary permits by the CONTRACTOR is a condition precedent to the initiation of all work under this Contract. If

CONTRACTOR is not in receipt of all necessary permits by the Project Initiation Date set forth in the Notice to Proceed, CONTRACTOR shall so notify CITY in writing immediately. CITY shall then have the option of issuing a revised Notice to Proceed.

- 2.2 Time is of the essence in this Contract. The work shall be substantial completed within five hundred seventeen (517) calendar days from the Project Initiation Date specified in the Notice to Proceed, and completed and ready for final payment in accordance with Article 22 within five hundred forty-seven (547) calendar days from the Project Initiation Date specified in the Notice to Proceed.
- 2.3 Upon failure of the CONTRACTOR to substantially complete said Contract within the specified period of time (plus approved extensions, if any) the CONTRACTOR shall pay to CITY the sum of One Thousand Five Hundred Dollars (\$1500.00) for each calendar day after the time specified in paragraph 2.2 above (plus any approved extensions) for substantial completion. After substantial completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining work within the Contract Time or any approved extension thereof, the CONTRACTOR shall pay to the CITY the sum of One Thousand Five Hundred Dollars (\$1500.00) for each calendar day after the time specified in paragraph 2.2. above (plus any

approved extensions) for completion and readiness for final payment. These amounts are not penalties but liquidated damages to the CITY. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the CONTRACTOR to complete the Contract on time.

- 2.4 The CITY is authorized to deduct liquidated damage amount from the monies due to CONTRACTOR for the work under this Contract, or as much thereof as the CITY may, at its own option, deem just and reasonable.

ARTICLE 3

THE CONTRACT SUM

- 3.1 Payments shall be made at the Contract unit prices or lump sum prices applicable to each integral part of the Contract. These prices shall be full compensation for all costs associated with completion of all work in full conformity with the requirements as stated or shown, or both, in the Bid Project.
- 3.2 The CITY reserves the right to add or delete work items from the project to meet its available budget.
- 3.3 In consideration of the work, labor, services and materials to be furnished by the CONTRACTOR, in accordance with the plans and specifications, the City agrees to pay to the CONTRACTOR, upon the completion and acceptance thereof by the City, or its duly authorized agent, the total firm fixed-price Contract price of Four Million, Eight Hundred, Ninety-Four Thousand, Eight Hundred and Sixty-One Dollars (\$4,894,861.00).

The Contract price may include a 10% contingency amount for change orders, not to exceed City Commission Resolution # 2026-023 of Five Million, Three Hundred, Eighty-Four thousand, Three Hundred, Forty-Seven Dollars and Ten Cents (\$5,384,347.10). which may be authorized in accordance with applicable policies and procedures

- 3.4 Sales and Use Taxes. The CITY is exempt from paying sales and use taxes on materials and equipment purchased for, and incorporated into the BID 25-26-02 30 INCH FORCE MAIN IMPROVEMENT PROJECT. As such, the CITY reserves the right to utilize a tax savings Direct Purchase Program (DPP) for direct purchases where possible and practical for this Project. The CITY shall make direct purchases of all materials and

equipment purchased for, or to be incorporated into the Project, as requested by the Contractor and agreed upon by the CITY in the form of a change order. All direct purchases of materials and equipment shall be made by the City with funds specifically allocated for the construction of the Project. The Contractor shall notify the CITY no later than **10 calendar days** after request by City of the requested materials and equipment to be purchased by the CITY for the Project. The standard City of Hallandale Beach Terms and Conditions applicable to this program are included as Attachment A to this section. Each equipment supplier that will supply equipment under the Direct Purchase Program shall be obligated to meet the requirements of the City of Hallandale Beach Terms and Conditions and the Technical Specifications.

The CITY's Project Manager shall manage the sales tax savings earned by the DPP. The credits for the tax savings and payments made directly to the VENDOR under the DPP shall be deducted from the total contract amount awarded, through a deductive change order. The Project Manager shall instruct the Contractor as to the direct purchase process as further described in the special conditions below.

- 3.4.1 The Contractor shall: (a) compile Contractor's and any Subcontractors' itemized requirement for materials and equipment, including quantities, unit costs, manufacturers' or vendors' catalogue or order numbers, delivery instructions, and other specific terms and information that are required to order the specific materials and equipment, and terms and conditions to be imposed on suppliers regarding delivery and submittal time requirements, and quantities thereof required by Contractor or Subcontractors in accordance with the applicable requirements of the Construction Contract, from time to time, during the construction of the Project, as materials and equipment need to be ordered for the Project, and submit such compilation to the CITY's Construction Project Manager; (b) prepare a requisition for such materials and equipment on the CITY's form of requisition; and (c) deliver any such requisition to the CITY's Project Manager no less than thirty (30) days prior to the date the manufacturer or vendor of the materials or equipment, as the case may be, requires orders for such materials or equipment to be placed to assure delivery of such materials or equipment to the Site in accordance with the Project Schedule (the "Order Date"). The requisition shall identify the Order Date. Upon receipt of any such requisition the CITY's Project Manager shall forward same to the CITY. The CITY shall issue a Purchase Order directly to the vendor of the materials or equipment, prior to the Order Date (a Purchase Order). The CITY shall include with any such Purchase Order, a copy of the CITY's sales and use tax exemption certificate. The CITY shall make direct payment to the vendor from the CITY's account.

- 3.4.2 The Contractor, upon the delivery of any such materials or equipment, shall verify the conformity of such materials or equipment with the terms of the Purchase Order and the Contract Documents. If the Contractor determines that the materials and equipment are conforming, Contractor shall submit the invoice within twenty-four hours to City's Project Manager for approval. If the delivery of such materials or equipment is approved by the City's Project Manager, the CITY shall take title and possession of such material and equipment before such materials and equipment are incorporated into the Project. If the Contractor determines that the materials and equipment are non-conforming, the Contractor shall immediately notify the CITY in writing and the CITY shall reject such material and equipment.
- 3.4.3 The CITY shall assume all risk of loss on all materials and equipment purchased pursuant to its sales and use tax exemption, subject to the Provisions of Special Condition 3.4.4.
- 3.4.4 The Contractor shall be fully responsible for all matters relating to the receipt of materials and equipment furnished by the CITY in accordance with this Special Condition, including, but not limited to, the responsibility for verifying correct quantities, verifying documents or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the materials and equipment at the time of delivery, and loss or damage to materials and equipment following acceptance of items due to the negligence of such Contractor or any Subcontractors. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by such Contractor for the particular materials furnished. The Contractor shall provide or arrange for all services required for the unloading, handling and storage of such materials and equipment through installation.
- 3.4.5 The Contractor shall visually inspect all shipments from material and equipment vendors purchased directly by the CITY in accordance with this Special Condition (the "CITY Furnished Materials") and approve the vendors' invoices for materials or equipment delivered, as CITY-Furnished Materials are furnished to the Site in accordance with this Special Condition. The Contractor shall assure that each delivery of CITY Furnished Materials is accomplished by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the Purchase Order, together with such additional information as the CITY may require. The Contractor shall deliver to the CITY's Project Manager all invoices for materials and equipment upon verification by such Contractor that the materials and equipment conform exactly to the Contract Documents and the Purchase Order. Upon

receipt of any invoice for CITY Furnished Materials, the CITY's Project Manager shall verify the conformity of such City Furnished Materials and if conforming approve such City Furnished Materials. Upon approval the CITY's Project Manager shall deliver such invoice to the City for direct payment to the vendor.

- 3.4.6 The Contractor shall inspect all CITY Furnished Materials to determine that such CITY Furnished Materials conform to the Contract Documents, including the Drawings and the Specifications, and to determine prior to incorporation into the Work whether any such CITY Furnished Materials are patently defective, and whether such CITY Furnished Materials are identical to the materials ordered and match the description of the bill of lading and the Purchase Order. If Contractor discovers defective or non-conforming CITY Furnished Materials upon such visual inspection, Contractor shall: (a) not recommend acceptance of such non-conforming materials and equipment, (b) not utilize such non-conforming or defective materials in the Work; (c) not allow Subcontractor to utilize such non-conforming or defective materials in the Work; and (d) **promptly** notify the CITY's Project Manager, in writing, of the defective or non-conforming condition so that repair or replacement of those CITY Furnished Materials can occur without any undue delay or interruption to the Project. In the event that such Contractor fails to perform such inspection or otherwise incorporates into the Work such defective or non-conforming CITY Furnished Materials, the Contractor shall be responsible for the repair and replacement of defective or non-conforming materials, at its sole cost and expense.
- 3.4.7 The Contractor shall maintain records of all CITY Furnished Materials incorporated into the Work from the stock of CITY Furnished Materials. The Contractor shall account monthly to the CITY's Project Manager and CITY for any CITY Furnished Materials delivered to the Site, indicating which CITY Furnished Materials have been incorporated into the Work.
- 3.4.8 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all CITY Furnished Materials. All repair, maintenance or damage-repair calls shall be forwarded by the CITY or the Contractor to the Contractor for resolution with the appropriate vendor, or Subcontractor.
- 3.4.9 After the CITY takes possession of the CITY Furnished Materials at the Site, possession of the CITY's Furnished Materials shall immediately and automatically transfer to the Contractor without notice. The transfer of possession of CITY Furnished Materials from the CITY to the Contractor shall constitute a bailment for the mutual benefit of the CITY and such Contractor. The CITY shall be considered the bailor and such Contractor the bailee of the CITY Furnished Materials. CITY Furnished Materials

shall be considered returned to the CITY for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.

- 3.4.10 The Contractor shall purchase and maintain builder's risk insurance, naming the CITY as an additional insured, sufficient to protect against loss of or damage to CITY Furnished Materials. Such insurance shall be in the amount stated elsewhere in the Contract and shall cover the full value of any CITY Furnished Materials between the time the CITY first takes title to and possession of any of such CITY Furnished Materials until final completion of the Work.
- 3.4.11 The CITY shall not be liable for any interruption or delay damages in the Project by virtue of ordering the CITY Furnished Materials, for any defects or other problems with the Project by virtue of ordering the CITY Furnished Materials, or for any extra costs resulting from any delay in the delivery of, or defects in, the CITY Furnished Materials.
- 3.4.12 The Contractor, on a monthly basis, shall review invoices submitted by all vendors of CITY Furnished Materials delivered to the Site during the prior month and either concur or object to the CITY's Issuance of payment to the vendors, based upon such contractor's records of materials delivered to the Site and whether any of the CITY Furnished Materials for which payment has not been made were either non-conforming or defective.
- 3.4.13 In order to arrange for the prompt payment to the vendor, the Contractor shall provide to the CITY's Project Manager a list of the acceptance of the goods or materials within fifteen (15) days of receipt of said goods or materials. Accompanying the list shall be a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the CITY. Upon receipt of the appropriate documentation, the CITY shall prepare a check payable to the vendor based upon the receipt of data provided. This check will be released, delivered and remitted directly to the vendor. The Contractor shall assist the CITY to immediately obtain partial or final release of waivers as appropriate. The CITY shall not make any payment without the appropriate Contractor's concurrence and approval, which shall be delivered to the CITY by the CITY's Project Manager. Furthermore, the CITY shall not make any payment without the appropriate CITY's Project Manager concurrence and approval. There shall be no retention on CITY Furnished Materials against either the vendor, the Contractor(s) or the Subcontractor(s).

3.4.14 The Contractor may, in its reasonable discretion, require certain material and equipment vendors to provide a supply bond in the amount of one-hundred percent (100%) of the Purchase Order price. The supply bond, if required, shall be issued by a qualified surety company authorized to do business in the State of Florida and acceptable to the CITY. If the supply bond is required, the costs thereof will be added to the amount of the Purchase Order. The Contractor shall verify that a vendor can furnish a supply bond. All bonds will name the CITY and the Contractor as additional obliges. To the extent that materials and equipment are purchased pursuant to the CITY's sales and use tax exemption, the Contractor shall reduce the Contract Amount for direct purchases by the CITY.

ARTICLE 4

INDEMNIFICATION

4.1 CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONTRACTOR, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CONTRACTOR further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

CONTRACTOR shall require all of the subcontractors working for it to provide the aforementioned indemnification in all contracts and subcontracts entered into and arising out of work performed by CONTRACTOR in connection with the Project.

4.2 To the extent considered necessary by the City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been

settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

- 4.3 In the event that any action or proceeding is brought by CONTRACTOR against CITY, CONTRACTOR hereby waives the right to a jury trial. The provisions of this Article shall survive the expiration or early termination of this Agreement.
- 4.4 Contractor acknowledges that it has received adequate consideration concerning the monetary limitation on the indemnification provided to City, which, shall not be less than \$1 million per occurrence.
- 4.5 To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.
- 4.6 To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.
- 4.7 Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

ARTICLE 5

INSURANCE REQUIREMENTS

The contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations *assumed* by Contractor under any resulting contract.

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate.

Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Contractor's Pollution Legal Liability. Contractor agrees to maintain Contractor's Pollution Legal Liability at a limit of liability not less than **\$1,000,000** Each Occurrence **\$2,000,000** Annual Aggregate... The CONTRACTOR agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. The Contractor agrees the Self-Insured-Retention shall not exceed \$25,000. This coverage may be provided on a Per-Project Basis.

Business Automobile Liability Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Additional Insured Contractor **agrees to** endorse City as an Additional Insured with a CG 2026 07 04 Additional Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

Waiver of Subrogation Contractor agrees by entering into this contract to a *Waiver* of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify *the* insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, *limits*, and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (**30**) day endeavor to notify due to cancellation or non-renewal coverage. The Certificate Holder address shall read:

City of Hallandale Beach

Risk Manager
400 South Federal Highway
Halladale Beach, FL 33009

Umbrella or Excess Liability. Contractors may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the City as an "Additional Insured" on the Umbrella or Excess Liability unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages, and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

- 5.2 If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished 30 days prior to the date of their expiration.
- 5.3 Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide the City of Hallandale Beach with 30 days notice of cancellation and/or restriction.
- 5.4 The CONTRACTOR shall furnish to the CITY ENGINEER and the City's Project Manager Certificates of Insurance or endorsements evidencing the insurance coverage specified above within 15 days after notification of award. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth.
- 5.5 The official title of the owner is the "City of Hallandale Beach." This official title shall be used in all insurance documentation.

ARTICLE 6

WEATHER

- 6.1 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten years of weather data as recorded by the U.S. Department

of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

- 6.2 No more than one day of time extension shall be granted for each day the precipitation, in inches exceeds one (1) inch at the Weather Station, and only when fifty percent or more of the scheduled construction work force cannot work due occurrence of such precipitation on the day claimed.

ARTICLE 7

HURRICANE PRECAUTIONS

- 7.1 During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning or alert, the CONTRACTOR, at no cost to the CITY, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the CITY or CITY ENGINEER has given notice of same.
- 7.2 Compliance with any specific hurricane warning or alert precautions will not constitute additional work.
- 7.3 The contractor acknowledges that threatened tropical storm activity is normal in Broward County and the mere possibility that a warning or watch might be declared is not a basis for compensable or non-compensable extension of time. Tropical Storm Watches and Warnings will not automatically result in a compensable extension of time.

ARTICLE 8

PERMITS, LICENSES AND IMPACT FEES

- 8.1 Except as otherwise provided within the Supplemental Conditions, all permits and licenses required by federal, state, local or county laws, rules and regulations necessary for the execution of the work undertaken by the CONTRACTOR pursuant to this Contract shall be secured and paid by the CONTRACTOR. It is the CONTRACTOR'S responsibility to determine that all zoning requirements have been met prior to obtaining any permits or licenses. It is the CONTRACTOR'S responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the type of work to be performed and for the jurisdiction in which the work is to be completed.
- 8.2. Impact fees levied by any municipality shall be paid by the CONTRACTOR. CONTRACTOR shall be reimbursed only for the

actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to the CONTRACTOR in no event shall include profit or overhead of the CONTRACTOR.

- 8.3 Necessity of complying with permit requirements. CONTRACTOR and the City agree that the failure of the Agreement to address a particular permit, condition, fee, term or restriction, shall not relieve CONTRACTOR of the necessity of complying with the law governing said permitting requirements, conditions, fee, terms and restrictions.

ARTICLE 9

DESIGN PLANS AND WORKING DRAWINGS

- 9.1 The Bid Project includes drawings (design plans) and specifications. The CITY, through the CITY ENGINEER, shall have the right to modify the details of these drawings (design plans) and specifications, to supplement said design plans and additional design plans, drawings or additional information as the work proceeds, all of which shall be considered as part of the Bid Project. In case of disagreement between the written and graphic portions of the Bid Project, the written portion shall govern.

ARTICLE 10

"OR EQUAL" CLAUSE:

- 10.1 Whenever a material, article or piece of equipment is identified in the Bid Project including drawings (design plans) and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, it is intended merely to establish a standard; and, unless it is followed by words indicating that no substitution is permitted because of form fit function and quality. Any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the opinion of the CITY, equal in substance, quality and function.
- 10.2 The CITY ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or used without the CITY ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. CITY may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance bond or other Surety with respect to any substitute.

ARTICLE 11

DEFECTIVE WORK

- 11.1 The CITY ENGINEER shall have the authority to reject or disapprove work which he finds to be defective. The CONTRACTOR shall promptly either, as directed, correct all defective work or remove it from the site and replace it with nondefective work. CONTRACTOR shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.
- 11.2 If, within one year after substantial completion or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the CONTRACTOR shall correct it promptly without cost to the CITY, after receipt of written notice from the CITY to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the CONTRACTOR might have under the Contract Documents.
- 11.3 Should the CONTRACTOR fail or refuse to remove or correct any defective work performed or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract with the time indicated in writing, the CITY shall have the authority to cause the unacceptable or defective work to be removed or renewed, or make such repairs as may be necessary to be made at the CONTRACTOR'S expense. Any expense incurred by the CITY in which the CONTRACTOR has failed or refused to make shall be paid for out of any monies due or which may become due to the CONTRACTOR, or may be charged against the Performance and Payment Bond. Continue failure or refusal on the part of the CONTRACTOR to make any or all necessary repairs promptly, fully, and to declare the Contract forfeited, in which case the CITY at its option, may purchase materials, tools, and equipment and employ labor or may contract with other individual, firm or corporation, or may proceed with its own forces to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting CONTRACTOR and the amount thereof deducted from any monies due, or which may become due to him, or shall be charged against the Performance and Payment Bond. Any special work performed, as

described herein, shall not relieve the CONTRACTOR in any way from his responsibility for the work performed by him.

- 11.4 Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the CITY to final acceptance.

ARTICLE 12

SUBCONTRACTS

- 12.1 The CONTRACTOR shall, within 15 calendar days after the signing of the Contract, notify the CITY in writing of the names of Subcontractors proposed for the work. Such Subcontractor must be in compliance with the provisions of Chapter 9 of the Broward County Code of Ordinances and/or state law as it relates to Certificates of Competency. The CONTRACTOR shall have a continuing obligation to notify the CITY of any change in Subcontractors.
- 12.2 CONTRACTOR shall not employ any Subcontractor against whom CITY may have a reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor against whom CONTRACTOR has a reasonable objection.
- 12.3 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by his Subcontractors and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the CITY or any obligation on the part of the CITY to pay or to see the payment of any monies due any Subcontractor. The CITY may furnish to any Subcontractor evidence of amounts paid to the CONTRACTOR on account of specific work performed.
- 12.4 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY.

ARTICLE 13

SEPARATE CONTRACTS

- 13.1 The CITY reserves the right to let other Contracts in connection with this work. The CONTRACTOR shall afford other contractors

reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this work with theirs.

- 13.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report to the CITY ENGINEER any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in other contractor's work after the execution of his work.
- 13.3 The CONTRACTOR shall conduct his operations so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, the CONTRACTOR shall be liable to the affected contractor for the cost of such interference or impact.
- 13.4 To ensure the proper execution of his subsequent work, the CONTRACTOR shall inspect the work already in place and shall at once report to the CITY ENGINEER any discrepancy between the executed work and the requirements of the Bid Project.

ARTICLE 14

DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES

- 14.1 CONTRACTOR shall have full responsibility for reviewing and checking such information and data, for locating all underground facilities shown or indicated in the Contract Documents, for coordination of the work with the owners of such underground facilities during construction, for the safety and protection thereof and for repairing any damage thereto resulting from the work, the cost of all of which will be considered as having been included in the Contract price.
- 14.2 During construction of buildings and/or during improvements, CONTRACTOR covenants and agrees that it shall safely maintain the site of construction activities and protect against damage to persons and property by reason of construction activities and will provide adequate security during non-construction periods. In the case of damage or loss to the building and/or improvements constructed on the property by CONTRACTOR in accordance with this Agreement, CONTRACTOR shall, as soon as possible after the occurrence of such loss or damage, repair or rebuild the buildings and/or improvements in such manner that the buildings and/or improvements

after such repairing or rebuilding shall be of the same general character as set forth in this Agreement and the approved Scope of Work and at least equal in value to the buildings and improvements prior to such loss or damage. Such repairs shall begin within ninety (90) calendar days after such occurrence or if rebuilding is required, such rebuilding shall be begun within one hundred eighty (180) calendar days after such occurrence and in either case shall be completed in a reasonable time, subject to extension for Permitted Delays; provided insurance funds are made available to CONTRACTOR for such repair or rebuilding, in which event CONTRACTOR shall commence repairs or rebuilding within one hundred eighty (180) days from the date of occurrence. CONTRACTOR shall have the reasonable right to extend the time period for rebuilding in the event of a major catastrophic event (similar in scope and widespread damage to Hurricane Andrew) which would reasonably affect the ability to secure insurance proceeds, labor, public services, and other required elements to reasonably begin said rebuilding. CONTRACTOR shall pay for all such repairing and rebuilding so that the property and the buildings and improvements shall be free and clear of all liens of mechanics and materials and similar liens arising out of such repair, rebuilding or reconstruction of the buildings and improvements.

ARTICLE 15

MONITORING REPORTS

- 15.1 CONTRACTOR shall provide the City, in a format reasonably acceptable to the City and CONTRACTOR, information, data and reports to be used by the City in monitoring CONTRACTOR'S performance in carrying out the Project.

ARTICLE 16

CHANGE OF CONTRACT TIME

- 16.1 The "Contract Time" may only be changed by a Change Order. Any claim for an extension of the "Contract Time" shall be based on written notice delivered by the party making the claim to the CITY ENGINEER and the City's Project Manager within 7 calendar days of the beginning of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 15 days after the end of such occurrence (unless the CITY allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment

claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the "Contract Time" shall be determined by the CITY ENGINEER in accordance with paragraph 16.2, if CITY and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the "Contract Time" will be valid if not submitted in accordance with the requirements of this paragraph.

- 16.2 The CITY ENGINEER and/or City's Project Manager must submit the request of an extension of the "Contract Time" with the written information provided by the CONTRACTOR and with a written explanation as to why the extension shall be allowed to the City Manager for approval.

If the City Manager approves the request, the "Contract Time" will be extended in an amount equal to time lost due to delays beyond the control of and through no fault or negligence of the CONTRACTOR. Such delays shall include, but not limited to, acts or neglect by CITY or the CITY ENGINEER, or by any employee of either, or any separate contractor employed by the CITY, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

- 16.3 No Damages for Delay:

Except as provided in Article 1.2(a) and (b) NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. The CONTRACTOR shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the CITY or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

- 16.4 Changes in the Work or Terms of Contract Documents:

- 16.4.1 Without invalidating the Contract and without notice to any surety, CITY reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as

may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders. Surety waives its right to notice of changes in the Contract Terms and/or Contract Price.

16.4.2 Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any work reflecting such change, except as provided for in Subparagraph 16.4.1, above. This section shall not prohibit the issuance of Change Orders executed only by the City Manager, as hereinafter provided.

16.5 Field Orders and Supplemental Instructions:

The CITY ENGINEER and the City's Project Manager, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or the Contract Time. CITY ENGINEER shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Supplemental Instructions involve no change in the Contract Price or the Contract Time.

ARTICLE 17

CHANGE ORDERS

17.1 Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance by the City Manager.

17.2 CONTRACTOR shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by the City Manager. Upon receipt of a Change Order, CONTRACTOR shall promptly proceed with the work set forth within the document.

17.3 In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, CITY reserves the right at its sole option to

either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; to remove the disputed work from the scope of work and to process a unilateral change order reducing the contract price; or submit the matter in dispute to CITY ENGINEER. During the pendency of the dispute, and upon receipt of a Change Order approved by the City Manager, CONTRACTOR shall promptly proceed with the change in the Work involved and advise the CITY ENGINEER and City's Project Manager in writing within seven (7) calendar days of CONTRACTOR's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

- 17.4 Under circumstances determined necessary by CITY, Change Orders may be issued unilaterally by the City Manager without consent of Surety.

ARTICLE 18

VALUE OF CHANGE ORDER WORK

- 18.1 The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

18.1.1. By mutual acceptance of a lump sum which CONTRACTOR and the City Manager acknowledge contains a component for overhead and profit.

18.1.2. On the basis of the "cost of work," determined as provided in Sections 18.2 and 18.3, plus a CONTRACTOR's fee for overhead and profit that is determined as provided in Section 18.4.

- 18.2 The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing and approved by the City Manager, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Section 18.3.

18.2.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work described in the Change Order under schedules of job classifications agreed upon by CITY and approved by the City Manager and CONTRACTOR. Payroll costs for employees not employed full time on the work covered by the Change Order shall be apportioned on the basis of their time spent on the

work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by the City Manager.

18.2.2. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY ENGINEER and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.

18.2.3. Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors. If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to CITY ENGINEER who will then determine which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR'S cost of the work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable, including but not limited to the CITY'S False Claims Ordinance.

18.2.4. Cost of special engineers, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

18.2.5. Supplemental costs including the following:

8.2.5.1 The proportion of necessary transportation, travel and

subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the work except for local travel to and from the site of the work or to Contractor's home office or branch office.

18.2.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remains the property of CONTRACTOR.

18.2.5.3. Sales, use, or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority, provided however, that the Contractor shall not be paid or, or reimbursed, the cost of fines and penalties levied by entities other than the City of Hallandale Beach.

18.2.5.4. Deposits lost for causes other than CONTRACTOR's negligence; royalty payments and fees for permits and licenses.

18.2.5.5. The cost of utilities, fuel and sanitary facilities at the site.

18.2.5.6. Receipted minor expenses such as telegrams, long distance telephone calls (except to Contractor's home office or branch offices), telephone service at the site, expressage and similar petty cash items in connection with the work.

18.2.5.7. Cost of premiums for additional bonds and insurance required because of changes in the work or default by the Contractor.

18.3 The term "cost of the work" shall not include any of the following:

18.3.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, scheduling consultants, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed or retained by CONTRACTOR or surety, whether at the site or in its principal or a branch office for general administration of the work and not specifically included in the agreed-upon schedule of job classifications referred to in Section 18.2.1., all of which are to be considered administrative costs covered by CONTRACTOR's fee.

18.3.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

18.3.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.

18.3.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of cardinal changes in the work.

18.3.5. Costs due to the negligence or neglect of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

18.3.6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 18.2.

18.4 CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

18.4.1. A mutually acceptable fixed fee or,

18.4.2. If none can be agreed upon, a fee based on the following percentages of the various portions of the cost of the work:

18.4.2.1. For costs incurred under Sections 18.2.1 and 18.2.2, CONTRACTOR's fee shall not exceed ten percent (10%).

18.4.2.2. For costs incurred under Section 18.2.3, CONTRACTOR's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and

18.4.2.3. No fee shall be payable on the basis of costs itemized under Sections 18.2.4 and 18.2.5, (except Section 18.2.5.3), and Section 18.3.

18.5 The amount of credit to be allowed by CONTRACTOR to CITY for any such change, which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit, if otherwise allowed, shall be figured on the basis of the net increase or decrease, if

any, however, CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.

- 18.6 Whenever the cost of any work is to be determined pursuant to Sections 18.2 and 18.3, CONTRACTOR will submit in a form acceptable to CITY ENGINEER an itemized cost breakdown together with the supporting data.
- 18.7 Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.
- 18.8 Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CONTRACTOR shall submit an initial cost estimate acceptable to CITY ENGINEER and the City's Project Manager.
- 18.8.1. Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.
- 18.8.2. Whenever a change involves CONTRACTOR and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for CONTRACTOR and each Subcontractor shall be itemized separately.
- 18.9 Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

ARTICLE 19

TERMINATION FOR CONVENIENCE

- 19.1 The CITY may terminate the Contract for its convenience, at any time, with or without cause, upon thirty (30) days written notice to CONTRACTOR.
- 19.2 Upon such notice of termination, CONTRACTOR will immediately terminate its performance and turn over all of its work product (e.g. plans to the CITY).
- 19.3 CONTRACTOR will then submit a final statement to the CITY for all services performed (based on percentage of project completion) ten days after the date on the notice of termination for convenience.

- 19.4 The CONTRACTOR is precluded from recovering damages for loss of anticipated, but unearned profit on the Contract, as well as consequential damages.

ARTICLE 20

SHOP DRAWINGS

- 20.1 The CONTRACTOR shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Bid Project.
- 20.2 The CONTRACTOR shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.
- 20.3 If the Shop Drawings show or indicate departures from the Contract requirements, the CONTRACTOR shall make specific mention thereof in his letter of transmittal. Failure to point out such departures shall not relieve the CONTRACTOR from his responsibility to comply with the Bid Project.
- 20.4 The CITY ENGINEER'S approval of the Shop Drawings will be general and shall not relieve the CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract and not indicated on the Drawings. No work called for by Shop Drawings shall be performed until the said Drawings have been approved by the CITY ENGINEER. Approval shall not relieve the CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.
- 20.5 The CONTRACTOR shall keep one set of Shop Drawings marked with the CITY ENGINEER'S approval at the job site at all times.

ARTICLE 21

PROGRESS PAYMENTS

All invoices and/or bills and/or requests for payments and/or application for payment are to be sent to the City Engineer and the City's Project Manager.

- 21.1 The CONTRACTOR may request payments for work completed at intervals of not more than once a month. The CONTRACTOR'S

requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the CITY ENGINEER. Each requisition shall be submitted in triplicate to the CITY ENGINEER for approval. CITY shall make payment to the CONTRACTOR within 25 days after approval by the CITY ENGINEER of CONTRACTOR'S requisition for payment.

a) Overdue notice. The CONTRACTOR may send the City an overdue notice if the invoice is not paid or rejected within the time frame in Section 21.1, and four (4) business days following the delivery of overdue notice the payment required by the City shall be accepted, rejected or rejected in part.

21.2 Retainage: The CONTRACTOR agrees that five percent (5%) of monies earned by CONTRACTOR shall be withheld by CITY as retainage until the completion of the project. The CITY has the right to not process retainage if CONTRACTOR failed to perform contractual responsibilities pursuant to Section 255.078(3). The CITY is not required to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to Section 255.05, or otherwise the subject of a claim or demand by the local governmental entity or CONTRACTOR.

21.3 The CITY may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

21.3.1. Defective work not remedied.

21.3.2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against the CONTRACTOR.

21.3.3. Failure of the CONTRACTOR to make payments properly to Subcontractors or for material or labor.

21.3.4. Damage to another Contractor not remedied.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of Surety, satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 22

ACCEPTANCE AND FINAL PAYMENT

- 22.1 Upon receipt of written notice from the CONTRACTOR that the work is ready for final inspection and acceptance, the CITY shall within ten days make an inspection thereof. If the CITY finds the work acceptable under the Contract and the Contract work has been fully performed, payment shall be issued by the CITY, stating that the work required by the Contract has been completed and is accepted under the terms and conditions thereof.
- 22.2 Before issuance of the Final Certificate for Payment, the CONTRACTOR shall deliver to the CITY a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and an Affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness connected with the work has been paid, and a consent of the Surety of Final Payment. The CITY may withhold final payment under the same terms and conditions as set forth in Section 21.3 above.
- 22.3 If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, the CITY shall, without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute waiver of claims.
- 22.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY, other than those arising from faulty or defective work, failure of the work to comply with requirements of the Contract Documents or terms of any special warranties required by the Contract Documents. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the application for final payment.

ARTICLE 23

CITY'S RIGHT TO TERMINATE CONTRACT

- 23.1 If CONTRACTOR fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if CONTRACTOR shall fail to perform any material term set forth in the

Contract Documents or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the Work in an acceptable manner, CITY may give notice in writing to CONTRACTOR and its Surety of such delay, neglect or default, specifying the same. Nevertheless, Surety waives its right to notice pursuant to this paragraph. If CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then CITY may neglect or default the CONTRACTOR and CONTRACTOR's failure to comply with such notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Project site and take the prosecution of the Work out of the hands of CONTRACTOR, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Project is completed. In addition CITY may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by CITY, together with the costs of completing the Project and any fines or levies that may be assessed against the City by any governmental entity or by Broward County as a result of late completion of 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 CITY shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay to CITY the amount of said excess.

- 23.2 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 CITY 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 in Article 19.

ARTICLE 24

CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If CITY ENGINEER received CONTRACTOR's proper invoice and/or bill and/or request for payment and/or application for payment, and should CITY ENGINEER fail to review and approve or state in writing reasons for not approving, or for rejecting, of the Application for Payment within twenty-five (25) business days after it is presented, then CONTRACTOR shall provide CITY with written notice of same, and if CITY fails either to pay

CONTRACTOR within four (4) business days after CITY receives CONTRACTOR's notice, CITY shall notify CONTRACTOR in writing of any objection to the Application for Payment, then CONTRACTOR shall, give a second written notice to CITY of such delay, neglect or default, specifying the same and if CITY, within a period of ten (10) calendar days after such second notice shall not remedy the delay, neglect, or default upon which the notice is based, then CONTRACTOR may stop work or terminate this Contract and recover from CITY payment for all work executed and reasonable expenses sustained therein plus reasonable termination expenses. In such event, the contract shall be deemed terminated for convenience, and CONTRACTOR shall be paid for all 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. Payment shall include reasonable profit for work/services performed. No payment shall be made for profit for work or services that have not been performed or for consequential damages.

ARTICLE 25

DIFFERING SITE CONDITIONS

In the event that during the course of the Work CONTRACTOR encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents and Supplementary Conditions; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents in the locales such as that where the work is to be done, CONTRACTOR shall, within twenty-four (24) hours of their discovery, notify CITY in writing of the existence of the aforesaid conditions. CITY shall, within two (2) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of CITY ENGINEER with the consent of City's Project Manager, the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, the performance of any part of the Work, CITY ENGINEER shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If CITY and CONTRACTOR cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to CITY ENGINEER for determination in accordance with the provision for resolving disputes. Should CITY ENGINEER determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, CITY ENGINEER shall so notify CONTRACTOR in writing,

stating the reasons, and such determination shall be final and binding upon the parties hereto.

No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by CITY ENGINEER as the date of substantial completion.

ARTICLE 26

RESOLUTION OF DISPUTES

- 26.1 To prevent all disputes and litigation, it is agreed by the parties hereto that the CITY ENGINEER shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and CITY ENGINEER's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 26.2. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of CITY and CONTRACTOR shall be submitted to CITY ENGINEER in writing within twenty-one (21) calendar days. Unless a different period of time is set forth herein, CITY ENGINEER shall notify CONTRACTOR in writing of CITY ENGINEER's decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless CITY ENGINEER requires additional time to gather information or allow the parties to provide additional information. All non-technical administrative disputes shall be determined by the CITY ENGINEER and the City's Contract Manager pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, CONTRACTOR and CITY shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.
- 26.2 In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after a disputed invoice or during Final Completion of the Work, the parties shall participate in settlement discussions to address all objections to any determinations hereunder and to attempt to prevent litigation. Should any objection not be resolved, the parties retain all their legal rights and

remedies provided under State law. This article shall not limit the CITY'S rights under the CITY'S False Claims Ordinance.

ARTICLE 27

APPLICABLE LAW AND VENUE

The parties expressly agree that this Contract shall be construed and interpreted in accordance with the laws of the State of Florida. Venue for adjudication of disputes and litigation concerning this CONTRACT shall be in Broward County, Florida.

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

ARTICLE 28

CONTRACT DOCUMENTS

- 28.1 This Contract incorporates by reference the following documents: the Bid Project including drawings (design plans) and specifications, the Notice for Bids, the Addenda to the Bid Project, the Bid Tender Form, the record of Contract awarded by the City of Hallandale Beach, the Contract, the Performance and Payment Bond, any additional documents the submission of which is required by this Bid Project, the Notice of Award, the Notice to Proceed, and the Purchase Order.
- 28.2 Where there is a conflict between any provision set forth within the General Conditions and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail.
- 28.3 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

28.4 By execution of this Agreement, CONTRACTOR does certify that CONTRACTOR has been duly authorized by delivery of this Agreement and all other documents, certificates, agreements, consents and receipts, and to take any and all other actions of any kind whatsoever in order to accomplish the purposes and undertakings of this Agreement

ARTICLE 29

NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

29.1 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment.

Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

29.2 DOMESTIC PARTNER BENEFITS REQUIREMENT

CONTRACTOR certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

CONTRACTOR shall comply with the applicable provisions of this section.

- this
- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
 - (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
 - (iii) The City may terminate the Contract if the Contractor fails to comply with this section.
 - (iv) The City may retain all monies due or to become due until the Contractor complies with this section.

ARTICLE 30

NOTICES

Whenever either party desires or is required to provide notice to the other as addressed in this contract, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, or by email provided that the notice is also sent by one of the foregoing methods, and addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

City of Hallandale Beach

Jeremy Earle, City Manager
400 South Federal Highway
Hallandale Beach, FL 33009

With Copy to:

Marlon Lobban, Public Works Director
630 NW 2nd St
Hallandale Beach, FL 33009

And:

Jennifer Merino, City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009

And:

Procurement Department
400 South Federal Highway
Hallandale Beach, FL 33009

Contractor:

MAN-CON, INCORPORATED
3460 SW 11TH ST
Deerfield beach, FL, 33442

ARTICLE 31

RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

ARTICLE 32

AUDIT RIGHT AND RETENTION OF RECORDS

CITY 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 CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the 2 CFR § 200.325(b) and 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 six (6) years after termination of this Agreement. If any audit has been initiated and audit findings

have not been resolved at the end of the retention period or six (6) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

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 CITY CLERK AT (954) 457-1340, BY EMAIL AT CITYCLERKOFFICE@COHB.ORG, OR AT 400 S. FEDERAL HWY, ATTN: CITY CLERK, HALLANDALE BEACH, FL 33009

ARTICLE 33

COMPLIANCE WITH PUBLIC RECORDS LAWS OF THE STATE OF FLORIDA

CONTRACTOR agrees to:

- 33.1 Keep and maintain public records required by the City to perform the service.
- 33.2 Upon request from the City's custodian of public records, provide the City 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 Florida Statutes Chapter 119 or as otherwise provided by law.
- 33.3 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 the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

- 33.4 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CONTRACTOR shall indemnify the City from all costs incurred by the City, including costs of defense, as a result of CONTRACTOR's failure to comply with the provisions of this paragraph.

ARTICLE 34

SECTION 3 CLAUSE

- 34.1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low- income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- 34.2. The Parties to this contract agree to comply with HUD,s regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- 34.3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker' representatives of the contractor's commitments under this Section 3 clause,

EXHIBIT B - CONTRACTOR PROPOSAL

and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

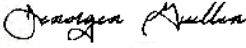
- 34.4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- 34.5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- 34.6. Noncompliance with HUD's regulation is 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- 34.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

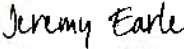
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. CITY OF HALLANDALE BEACH signing by and through its City Manager, duly authorized to execute same.

CITY

ATTEST:


CITY OF HALLANDALE BEACH

DocuSigned by:

08CA0208F26E404...
CITY CLERK

Signed by:

37CEA9F38E474E1...
By _____
CITY MANAGER

Date: March 26, 2026

Approved as to legal sufficiency and form by

 2294
CITY ATTORNEY

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. MAN-CON, INCORPORATED signing by and through its representative, duly authorized to execute same.

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

CONTRACTOR

ATTEST:



Corporate Secretary

Luke Mancini, Secretary

(Type Name and Title Signed Above)

(Corporate Seal) OR (NOTARIZE BELOW)

By 

PRINT NAME AND TITLE - Anthony Mancini
28 Day of January, 2026 Vice President



OR (ONLY If not incorporated sign below).

WITNESSES:

(PRINT NAME)

(PRESIDENT OR VICE-PRESIDENT)

(PRINT NAME)

(TYPE NAME & SIGNED ABOVE)

NOTARY SEAL

The foregoing instrument was acknowledged before me this ___ day of ___, 20__ by

Signature of Notary

Name of Notary Printed, or Stamped

Personally Known _____ OR Produced Identification ___ OR Online Notarization _____

Type of Identification Produced:

EXHIBIT A

<https://www.cohb.org/417/Solicitation-Notifications>

BID # 25-26-02

30 INCH FORCE MAIN IMPROVEMENT PROJECT

BID 25-26-01 LIFT STATION # 9 REHABILITATION PROJECT

<https://hallandalebeachfl.gov/DocumentCenter/View/36513/BID-25-26-02-30-INCH-FORCE-MAIN-IMPROVEMENT-PROJECT?bidId=>

EXHIBIT C – MT126 EXECUTED GRANT AGREEMENT

<https://hallandalebeachfl.gov/DocumentCenter/View/36512/EXHIBIT-C---MT126-EXECUTED-GRANT-AGREEMENT?bidId=>

EXHIBIT D – APENDIXX II TO PART 200

<https://hallandalebeachfl.gov/DocumentCenter/View/36506/EXHIBIT-D---APPENDIX-II-TO-PART-200?bidId=>

EXHIBIT E – 2CFR PART 200 SUBPART D- PROCUREMENT STANDARDS

<https://hallandalebeachfl.gov/DocumentCenter/View/36507/EXHIBIT-E---2-CFR-PART-200-SUBPART-D---PROCUREMENT-STANDARDS?bidId=>

EXHIBIT F – FORM FHWA-1273

<https://hallandalebeachfl.gov/DocumentCenter/View/36508/EXHIBIT-F---FORM-FHWA-1273?bidId=>

EXHIBIT G – DAVIS BACON WAGE DECISION

<https://hallandalebeachfl.gov/DocumentCenter/View/36509/EXHIBIT-G---DAVIS-BACON-WAGE-DECISION?bidId=>

PUBLIC NOTICE: PRE-BID MEETING

<https://hallandalebeachfl.gov/DocumentCenter/View/36515/pre-bid?bidId=>

PRE-BID MEETING SIGN-IN SHEET

<https://hallandalebeachfl.gov/DocumentCenter/View/36586/sign-in-sheet?bidId=>

ADDENDUM #1 – REVISED DUE DATE AND BID OPENING

<https://hallandalebeachfl.gov/DocumentCenter/View/36630/ADDENDUM-1-25-26-02?bidId=>

ADENDUM #2 – REVISED BID PRICE SHEET

<https://hallandalebeachfl.gov/DocumentCenter/View/36688/ADDENDUM-2-25-26-02?bidId=>

ADENDUM # 3 – REVISED EXHIBITS

<https://hallandalebeachfl.gov/DocumentCenter/View/36689/ADDENDUM-3-25-26-02?bidId=>

EXHIBIT A1 – BID PLANS

<https://hallandalebeachfl.gov/DocumentCenter/View/36690/EXHIBIT-A1---BID-PLANS?bidId=>

EXHIBIT B1 – TECHNICAL SPECIFICATIONS

<https://hallandalebeachfl.gov/DocumentCenter/View/36691/EXHIBIT-B1---TECHNICAL-SPECIFICATIONS?bidId=>

ADENDUM # 4 – Q&A

<https://hallandalebeachfl.gov/DocumentCenter/View/36687/ADDENDUM-4-25-26-02?bidId=>

ADENDUM # 5 – REVISED EXHIBIT – MISSING PAGE

<https://hallandalebeachfl.gov/DocumentCenter/View/36731/ADDENDUM-5-25-26-02?bidId=>

PAGE C-2C

<https://hallandalebeachfl.gov/DocumentCenter/View/36732/PAGE-C-2C?bidId=>

PUBLIC NOTICE: RESCHEDULE BID OPENING

<https://hallandalebeachfl.gov/DocumentCenter/View/36629/rescheduled-bid-opening?bidId=>

EXHIBIT B - CONTRACTOR PROPOSAL



ENGINEERING CONTRACTORS

3460 S.W. 11th Street
Deerfield Beach, Florida 33442

Phone: (954) 427-0230
Fax: (954) 427-8133

12/15/25

ITB# BID 25-26-02

HALLANDALE BEACH - 30 INCH FORCE MAIN IMPROVEMENT PROJECT

Man-Con Incorporated Contact:	Anthony Mancini
Man-Con Incorporated Contact Phone Number:	954-427-0230
Man-Con Incorporated Contact Email:	Estimating@mancon.ws



**ADDENDUM # 2
 BID 25-26-02
 30 INCH FORCE MAIN IMPROVEMENT PROJECT**

**REVISED BID PRICE SHEET
 11/25/2025**

Please ensure you check the City’s website for the latest addendum released for this project. Below find the link to the City’s website: www.cohb.org\solicitations.

BID PRICE SHEET:

Firms must use the following REVISED BID PRICE SHEET 11/25/2025 included in Addendum # 2 to submit your BID PRICE.

- I. Bidder must use the Bid Price Sheet below to submit Bidder’s price for this Project, unless a revised bid price sheet is released through an addendum.
- II. **Bidder must fill out Bid Price Sheet using numerical values only. “Not applicable”, “N/A”, “Included”, slashes, x-marks or similar are not acceptable. An amount of zero dollars (\$0) is acceptable and indicates the corresponding description of work will be provided at a cost of zero dollars (\$0). Deviations from the above will result in the Bidder being determined to be non-responsive and disqualified from the evaluation process.**
- III. Making revisions to the item numbers, descriptions, units, quantities or anything on the bid price sheet will result in the Bidder being determined non-responsive and disqualified from the evaluation process.
- IV. Bidder must completely fill out each column below, i.e., unit price and total.
- V. The Bid Price Sheet as submitted below constitutes as a formal offer from the Bidder for the solicitation’s scope of work. Bidder must hold the unit Bid Prices firm throughout the Contract period. Bidder guarantees response time necessary to have a crew return to correct unfinished or unsatisfactory services.
- VI. The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the unit prices provided below.
- VII. The award will be to the lowest responsive responsible Bidder for Total Bid Amount.
- VIII. The City reserves the right to waive any minor informality or irregularity, in the best interest of the City.

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
GENERAL					
1	Indemnification	1	LS	\$100.00	\$100.00
2	Permits Allowance	1	LS	\$50,000.00	\$50,000.00
3	Mobilization, Demobilization	1	LS	\$ 847,820.00	\$ 847,820.00
4	Maintenance of Traffic	1	LS	\$ 256,401.00	\$ 256,401.00
5	Audio/Video Pre-Construction Recording	1	LS	\$ 15,000.00	\$ 15,000.00
6	Construction Survey and As-Builts	1	LS	\$ 100,000.00	\$ 100,000.00
GENERAL SUBTOTAL (ITEMS 1-6)					\$ 1,269,321.00

ADDENDUM # 2

CITY OF HALLANDALE BEACH

BID 25-26-02

30 INCH FORCE MAIN IMPROVEMENT PROJECT

WASTEWATER TRANSMISSION FORCE MAIN					
7	C900 PVC Pipe DR 18 – 30" (0' – 6') (F&I)	192	LF	\$ 410.00	\$ 78,720.00
8	C900 PVC Pipe DR 18 – 30" (6' – 8') (F&I)	1232	LF	\$ 345.00	\$ 425,040.00
9	C900 PVC Pipe DR 18 – 30" (8' and deeper) (F&I)	1325	LF	\$ 377.00	\$ 499,525.00
10	Ductile Iron Pipe – 12" (F&I)	160	LF	\$ 278.00	\$ 44,480.00
11	Fittings, (Bends, Tees, Caps) (F&I)	15	TON	\$ 500.00	\$ 7,500.00
12	Temporary Bypass for Making Connection to Existing 20-Inch Force Main	1	LS	\$ 1,000.00	\$ 1,000.00
13	Plug Valve - 12" (F&I)	2	EA	\$ 10,000.00	\$ 20,000.00
14	Plug Valve – 20" (F&I)	1	EA	\$ 19,940.00	\$ 19,940.00
15	Plug Valve – 30" (F&I)	4	EA	\$ 2,500.00	\$ 10,000.00
16	Horizontal Directional Drilling (HDD) – Complete Installation	1	LS	\$ 1,230,000.00	\$ 1,230,000.00
17	HDPE Pipe SDR 11 (30")	465	LF	\$ 955.00	\$ 444,075.00
18	C900 PVC to HDPE Transition Piece (30")	2	EA	\$ 150,000.00	\$ 300,000.00
19	60-Foot Long Steel Conductor Casing (Entry and Exit) (48")	120	LF	\$ 200.00	\$ 24,000.00
20	12 Degree HDPE Bend (30")	2	EA	\$ 2,684.00	\$ 5,368.00
21	Sewage Combination Air Valve (2") and Structure (F&I)	1	EA	\$ 15,000.00	\$ 15,000.00
22	Sewage Combination Air Valve (4") and Structure (F&I)	2	EA	\$ 13,502.00	\$ 27,004.00
23	Sewage Combination Air Valve (6") and Structure (F&I)	3	EA	\$ 14,702.00	\$ 44,106.00
24	Sewage Combination Air Valve (8") and Structure (F&I)	3	EA	\$ 15,601.00	\$ 46,803.00
25	Demucking	2,909	LF	\$ 1.00	\$ 2,909.00
WASTEWATER TRANSMISSION FORCE MAIN SUBTOTAL (ITEMS 7-25)					\$ 3,245,470.00

PAVEMENT RESTORATION					
26	Asphalt Temporary Patch (2")	4,000	SY	\$ 1.00	\$ 4,000.00
27	Asphalt Pavement, Remove and Replace – (Type S-3, 1.5")	4,000	SY	\$ 8.00	\$ 32,000.00
28	Limerock Base (8", LBR 100)	4,400	SY	\$ 10.00	\$ 44,000.00
29	Type B Stabilization Subgrade (12", LBR 40)	4,400	SY	\$ 4.00	\$ 17,600.00
30	Milling and Resurfacing (1.5")	6,000	SY	\$ 18.00	\$ 108,000.00
31	Replacement of Speed Hump	2	EA	\$ 5,889.00	\$ 11,778.00
PAVEMENT RESTORATION SUBTOTAL (ITEMS 26-31)					\$ 217,378.00

PAVEMENT MARKING AND STRIPING					
32	Thermoplastic Single White Striping (6")	5,000	LF	\$ 2.00	\$ 10,000.00
33	Thermoplastic Single Yellow Striping (6")	2,150	LF	\$ 1.00	\$ 2,150.00
34	Thermoplastic Double Yellow Striping (6")	350	LF	\$ 4.00	\$ 1,400.00
35	Thermoplastic Crosswalk Striping (12")	500	SF	\$ 4.00	\$ 2,000.00

ADDENDUM # 2

CITY OF HALLANDALE BEACH

BID 25-26-02

30 INCH FORCE MAIN IMPROVEMENT PROJECT

36	Thermoplastic Stop Bars (24")	110	SF	\$ 9.00	\$ 990.00
37	Thermoplastic White Left Turn / Right Turn / Straight Arrows (Traffic Lanes)	10	EA	\$ 236.00	\$ 2,360.00
38	Thermoplastic Symbols (Traffic Lanes)	13	EA	\$ 589.00	\$ 7,657.00
39	Thermoplastic Symbols (Bicycle Lane)	9	EA	\$ 477.00	\$ 4,293.00
40	Reflective Pavement Markers (RPMs)	100	EA	\$ 8.00	\$ 800.00
41	Bicycle Lane (Repainting - Green)	1,188	SF	\$ 3.00	\$ 3,564.00
42	Removal of Existing Signs	11	EA	\$ 88.00	\$ 968.00
43	New Signs (F&I)	28	EA	\$ 665.00	\$ 18,620.00
PAVEMENT MARKING AND STRIPING SUBTOTAL (ITEMS 32-43)					\$ 54,802.00

SIDEWALK RESTORATION					
44	4" Sidewalk, Remove and Replace (5')	65	SY	\$ 160.00	\$ 10,400.00
45	ADA-Compliant Detectable Warning Surfaces	6	SY	\$ 155.00	\$ 930.00
46	Concrete Curb and Gutter (Type F), Remove and Replace	15	LF	\$ 104.00	\$ 1,560.00
SIDEWALK RESTORATION SUBTOTAL (ITEMS 44-46)					\$ 12,890.00

TESTING					
47	Flushing and Hydrostatic Testing	1	LS	\$ 50,000.00	\$ 50,000.00
TESTING SUBTOTAL (ITEM 47)					\$ 50,000.00

GREEN AREAS RESTORATION					
48	Sodding / Landscaping (ROW)	5,000	SY	\$ 1.00	\$ 5,000.00
GREEN AREAS RESTORATION SUBTOTAL (ITEMS 48)					\$ 5,000.00

DEDICATED ALLOWANCE					
49	Tree Removal and Replacement Allowance	1	LS	\$40,000.00	\$40,000.00
DEDICATED ALLOWANCE SUBTOTAL (ITEMS 49)					\$40,000.00

GENERAL SUBTOTAL (ITEMS 1-6)					\$ 1,269,307.00
WASTEWATER TRANSMISSION FORCE MAIN SUBTOTAL (ITEMS 7-25)					\$ 3,245,470.00
PAVEMENT RESTORATION SUBTOTAL (ITEMS 26-31)					\$ 217,378.00
PAVEMENT MARKING AND STRIPING SUBTOTAL (ITEMS 32-43)					\$ 54,802.00
SIDEWALK RESTORATION SUBTOTAL (ITEMS 44-46)					\$ 12,890.00
TESTING SUBTOTAL (ITEM 47)					\$ 50,000.00
GREEN AREAS RESTORATION SUBTOTAL (ITEMS 48)					\$ 5,000.00
DEDICATED ALLOWANCE SUBTOTAL (ITEMS 49)					\$40,000.00
PROJECT TOTAL (ITEMS 1 - 49)					\$ 4,894,861.00

ADDENDUM # 2

CITY OF HALLANDALE BEACH

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**

PLEASE NOTE RECEIPT OF THIS ADDENDUM BY COMPLETING 'FORM Q: ACKNOWLEDGEMENT OF ADDENDA' WITH YOUR FIRM'S SUBMISSION.

Code of Ordinances, Chapter 23 Procurement, Section 23-14 Cone of Silence – imposes a Cone of Silence for City purchases of goods and services. The Cone of Silence means prohibition on any communication regarding a particular RFP, RFQ, ITB, RFI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the city's staff including, but not limited to, the city manager and his/her staff; the evaluation/selection committee; the mayor; and the city commission and their respective staff. The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the Commission/Board of Directors takes any other action which ends the solicitation. Should you have any questions, please contact the Procurement Department at (954) 457-1333.

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



MINIMUM QUALIFICATION REQUIREMENT # 3: 5% BID BOND REQUIREMENT

As per Procurement Code Section 23-7 (b) *Security* (bid bonds), each bidder must provide with the submission of the Bid a Security Bid Bond issued by a surety company licensed to do business in the state in an amount equal to five percent (5%) of the Bid Price submitted. A Firm shall forfeit the Security Bid Bond if the Firm refuses or fails to execute the Agreement within fifteen (15) calendar days from the Notice to Proceed.

MINIMUM QUALIFICATION REQUIREMENT # 4: BONDING CAPACITY LETTER

Provide documentation of bidder’s total and single project bonding capacity and the name and current financial rating (A.M. Best) of the surety company utilized by your Firm.

MINIMUM QUALIFICATION REQUIREMENT # 5: PRIME CONTRACTOR PREVIOUS EXPERIENCE:

- a. Please note that the information for the projects/contacts below must be the same as the projects/contracts provided within the Reference Form.
- b. Proposing Firm, serving as Prime Contractor, must have held **three (3) contracts** of similar size and scope as to the requested services outlined in this ITB within the past five (5) years, 2020-2025.
- c. Proposers must provide the information for MQR # 5 on the following chart(s):

Name and Location of Contract # 1:	
Name of the Prime Firm that was awarded the Contract:	Man-Con Incorporated
Date when Contract started:	March 2019
Date when Contract was completed:	March 2021
Name of entity for which services were provided to:	Broward County WWS
Updated contact name, phone and email for Project Manager where services were provided to:	Luz Sanchez 954-831-0971 lusanchez@broward.org
Was your Firm the Prime Contractor awarded the Contract for the Project?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Provide detailed information:	Utility Analysis Zone 122 See submitted project reference sheet.

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



Name and Location of Contract # 2:	
Name of the Prime Firm that was awarded the Contract:	Man-Con Incorporated
Date when Contract started:	July 2024
Date when Contract was completed:	February 2025
Name of entity for which services were provided to:	City of Fort Lauderdale
Updated contact name, phone and email for Project Manager where services were provided to:	Sayd Hussain 954-828-5678 shussain@fortlauderdale.gov
Was your Firm the Prime Contractor awarded the Contract for the Project?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Provide detailed information:	<u>Dorsey Riverbend Neighborhood Stormwater Improvements</u> See submitted project reference sheet.

Name and Location of Contract # 3:	
Name of the Prime Firm that was awarded the Contract:	Man-Con Incorporated
Date when Contract started:	October 2024
Date when Contract was completed:	April 2025
Name of entity for which services were provided to:	City of Hollywood
Updated contact name, phone and email for Project Manager where services were provided to:	Juan Figueroa 954-921-6034 jfigueroa@hollywoodfl.org
Was your Firm the Prime Contractor awarded the Contract for the Project?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Provide detailed information:	<u>Washington Park Utility Improvements</u> See submitted project reference sheet.



Utility Analysis Zone 122

Broward County, FL

Client

Broward County WWS
2555 W. Copans Road
Pompano Beach, FL 33069

Point of Contact

Luz Sanchez
954-831-0971
Lusanchez@broward.org

Start | Completion Dates

March 2019 | March 2021

Contract Method

Hard Bid Contract

Original | Final Cost

\$13,369,728 | \$14,422,973

Project Status Completed

Scope of Work:

This project included the installation of a new water main, services, and meters; abandonment/removal of existing water main; new gravity sewer system, abandonment/removal of the existing gravity sewer system, installation of new force mains, abandonment/removal of the existing force mains, installation of new lift station and abandonment/modifications of existing lift stations. The project is bounded on the north by Middle River Canal and NW 39th Street, the south by the Oakland Park Blvd, on the east by Canal 3A and UAZ 123, and on the west by the Florida Turnpike, as shown on the plans. The work area is within the City of Lauderdale Lakes and Florida Department of Transportation Rights-of-ways. Broward County Water and Wastewater Services own and operate the Water Main and Gravity Sanitary Sewer System.

Installation of 15,000 LF of RCO Storm Drain 15" through 72"- Construct 29,020 LF of 4", 6", 8", 10", 12", & 16" Water Main and appurtenances including abandonment of existing mains and 2" water services. Installation 4000 LF of RCP Drainage Sizes 24" – 72" diameter and structures. Construct 16,666 LF of 8", 10", 12" & 14" Sanitary Sewer Main and appurtenances including abandonment or removal of existing mains, laterals, new lift station, demo & removal of two existing lift stations, 1,600 LF of force main, approximately 800 ft of 8" CIPP lining of existing sanitary sewer, rehabilitation of existing sanitary sewer manholes. Horizontal Directional Drill installation of 8" & 12" Water Mains and Force Main crossing existing canals and under Oakland Park Blvd. Complete roadway re-construction and realignment throughout existing multifamily development. Tree removal and replacement and replacement of all disturbed sod and landscape improvements.





Dorsey Riverbend Neighborhood Stormwater Improvements

Broward County, FL

Client

City of Fort Lauderdale
Public Works | Stormwater
Engineering Dept.
101 NE 3rd Ave., Suite 1410
Fort Lauderdale, FL 33301

Point of Contact

Sayd Hussain
954-828-5678
shussain@fortlauderdale.gov

Start | Completion Date

July 2024 | February 2025

Contract Method

Hard Bid Contract

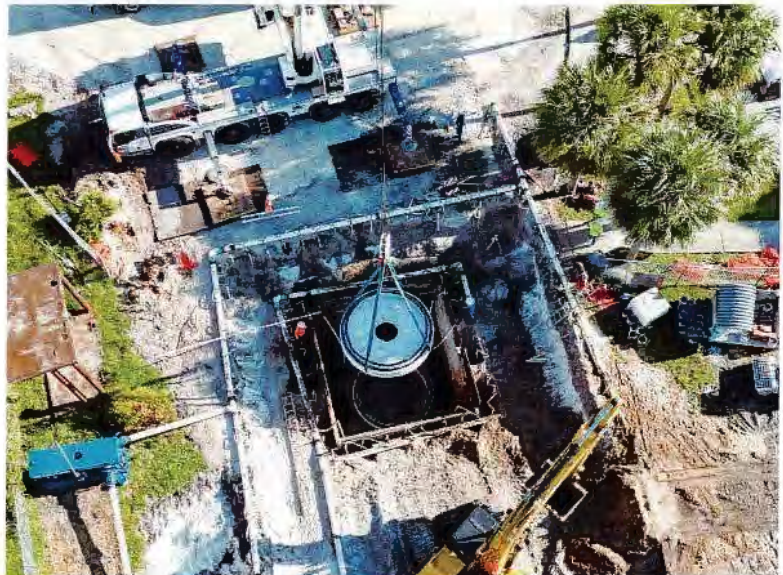
Value

36 Million

Scope of Work:

This project is located within the Dorsey Neighborhood in the City of Fort Lauderdale, a **densely populated urban community** with a history of localized flooding and aging utility infrastructure. The work under this contract included the removal and installation of stormwater infrastructure, the relocation of water mains, cured-in-place pipe (CIPP) lining, the construction of a new stormwater pump station, pavement restoration, landscaping, tree removal and replacement, and swale restoration.

- Stormwater Pump Station Installation
- Furnish and Install 12" – 72" RCP/HP Stormwater Pipe = 6,400 LF
- Furnish and Install Stormwater Structures ranging from 4 FT to 12 Ft in diameter.
- Water Main Removal and Replacement
- Gravity Sewer Removal and Replacement
- Furnish and Install 24" DIP Stormwater Force Main = 3,100 LF
- Furnish and Install Water Quality Structure
- Remove and Dispose of Existing Drainage Pipe and Exfiltration Trench = 2,400 LF
- Milling and Overlay Approximately 171,000 SY





Washington Park Utilities Improvements (Phase 1) Drainage, Water and Sewer

Broward County, FL

Client

City of Hollywood
1621 N. 14th Avenue
Hollywood, FL 33022

Point of Contact

Juan Figueroa, P.E.
954-921-6034
Jfigueroa@hollywoodfl.org

Start | Completion Dates

October 2024 | April 2025

Contract Method

Hard Bid Contract

Original | Final Cost

\$27,024,355 | \$27,619,355

Project Status Completed

Scope of Work:

The project involved comprehensive civil construction for utility upgrades, including water, sewer, and drainage systems, completed within Hollywood's Washington Park neighborhood, bounded by Washington Street, Rodman Street, S 56th Avenue, and US441/SR 7.

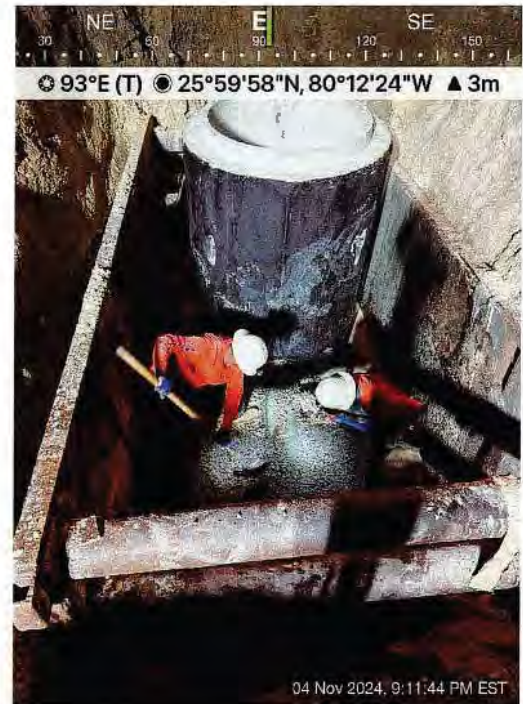
The work resulted in a complete and functional system, including all necessary connections, testing, restoration, and record documentation. The contractor effectively coordinated and communicated with the City, utility owners, permitting agencies, and affected residents throughout the project.

Septic to Sewer Conversion

The project included the installation of approximately 10,300 LF of 8"-15" SDR 26 gravity sewer mains, 42 precast manholes, and 159 laterals with cleanouts. It also involved abandonment of existing systems, manhole rehabilitation, bypass pumping, testing, CCTV inspections, and coordination with property owners, along with final restoration of all affected areas.

Drainage Improvements and Water Main Replacement

New drainage structures were installed, including catch basins, French drains, and solid pipe, along with swales, ADA ramps, roadway restoration, pavement markings, and 16,700 LF of new water mains were installed with all necessary fittings, service connections, testing, coordination, and pavement restoration.



BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT



FORMS:


Proposer must complete and include all the following forms within the proposal submission.

- Form A: [Proposal Submitted by Form](#)
- Form B: [Variance Form](#)
- Form C: [Legal Proceedings Form](#)
- Form D: [Public Entity Crime Form](#)
- Form E: [Domestic Partnership Certification Form](#)
- Form F: [Conflict of Interest Notification Requirement Questionnaire](#)
- Form G: [Drug Free Workplace Form](#)
- Form H: [Anti-Kickback Affidavit](#)
- Form I: [Confidentiality Form](#)
- Form J: [Scrutinized Form](#)
- Form K: [Compliance with Foreign Entity Laws](#)
- Form L: [Byrd Anti-Lobbying Amendment Certification](#)
- Form M: [Non-Collusion Affidavit](#)
- Form N: [Americans with Disabilities Act Affidavit](#)
- Form O: [Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion](#)
- Form P: [Affidavit of Compliance with Anti-Human Trafficking Laws](#)
- Form Q: [Acknowledgement of Addenda](#)
- Form R: [Reference Form](#)

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



FORM A: PROPOSAL SUBMITTED BY

COMPANY: Man-Con Incorporated	
ADDRESS: 3460 SW 11th Street	
CITY, STATE, ZIP: Deerfield Beach, FL 33442	
TELEPHONE: 954-427-0230	FAX NUMBER: 954-427-8133
E-MAIL ADDRESS: Estimating@mancon.ws	
FEDERAL ID NUMBER: 59-2547432	
NAME & TITLE PRINTED: Anthony Mancini, Vice President	
SIGNED BY: 	

We/I, the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Solicitation, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the solicitation.

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



FORM B: VARIANCE FORM

The Proposer must provide and state all variances to this solicitation, specifications, the Terms and Conditions on this variance form (provide additional pages if necessary).

After award of Contract through City Commission, via Resolution, the awarded Firm's Variance Form will be reviewed by appropriate City Staff, the City Attorney, and the Risk Manager. If the Variances presented by the Firm are acceptable to the City, a City Agreement will be routed to the awarded Firm for execution by the authorized officer per Sunbiz. The Project Manager will manage the execution of the agreement process.

Variances requested to either the Bid/RFP, Terms and Conditions and Agreement may result in the City rescinding award of Contract.

If Firm has no Variances, Firm must state "None" below. This form must be provided back in the Firm's response.

<p>None .</p>

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



FORM C: LEGAL PROCEEDINGS FORM

Proposing Firm **must** provide Items a - e with response. Provide all applicable documents per category checked as an attachment. Firm must ensure response is addressing by title for each item a-e below. If an item(s) is not applicable, Firm must check off "N/A" and authorized officer per Sunbiz to provide signature.

a. **Arbitrations:** List all arbitration demands filed by or against your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding. Must include the disclosure of the court and case number.

Check here and provide documentation Check here if Not Applicable (N/A)

b. **Lawsuits:** List all lawsuits filed by or against, your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit. Must include the disclosure of the court and case number.

Check here and provide documentation Check here if Not Applicable (N/A)

c. **Other Proceedings:** Identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board, Occupational Safety and Health or similar state agencies in the past five (5) years concerning any labor practices or project safety practices by your Firm. Identify the nature of any proceeding and its ultimate resolution. Must include the disclosure of the court and case number.

Check here and provide documentation Check here if Not Applicable (N/A)

d. **Bankruptcies:** Has your Firm or its parents or any subsidiaries ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

Check here and provide documentation Check here if Not Applicable (N/A)

e. **Settlements:** Identify all settlements for your Firm in detail in the last five (5) years.

Check here and provide documentation Check here if Not Applicable (N/A)

The undersigned is authorized to execute this on behalf of the Firm and certify that the above referenced information is true, complete and correct.

Date: December 15, 2025

Signed: [Signature]

Entity: Man-Con Incorporated

Name: Anthony Mancini

Title: Vice President

STATE OF Florida

COUNTY OF Broward

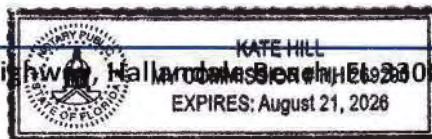
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 15th day of December, 2025, by Anthony Mancini, as Vice President for Man-Con Incorporated, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: [Signature]

State of Florida at Large (Seal)

Print Name: Kate Hill

My commission expires: 8/21/26



**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



FORM D: PUBLIC ENTITY CRIME FORM

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a),
FLORIDA STATUTES,
PUBLIC ENTITY CRIME INFORMATION**

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

By: 
Anthony Mancini

Title: Vice President

Signed and Sealed 15th day of December, 2025

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



FORM E: DOMESTIC PARTNERSHIP CERTIFICATION FORM

Equal Benefits Requirements As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with City, in an amount valued over \$75,000, provide benefits to employees' spouses and the children of spouses.

The Firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of City of Hallandale Beach Procurement Code Section 23-14 (b) *Domestic Partnership Benefits*, and certifies the following:

Check only one box below:

- 1. The Contractor certifies and represents that it will comply during the entire term of the Contract with the conditions of Procurement Code Section 23-14 (b) *Domestic Partnership Benefits*, Domestic Partner Benefits Requirement of the City of Hallandale Beach, or
- 2. The Firm does not need to comply with the conditions of Procurement Code Section 23-14 (b) *Domestic Partnership Benefits* of the City of Hallandale Beach, because of allowable exemption: (**Check only one box below**):
 - The Firm's price for the contract term awarded is \$75,000 or less.
 - The Firm employs less than five (5) employees.
 - The Firm does not provide benefits to employees' spouses nor spouse's dependents.
 - The Firm is a religious organization, association, society, or non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association or society.
 - The Firm is a government entity.
 - The contract is for the sale or lease of property.
 - The covered contract is necessary to respond to an emergency.
 - The provision of Procurement Code Section 23-14 (b), would violate grant requirements, the laws, rules or regulations of federal or state law.

The undersigned is authorized to execute this on behalf of the Firm and certify that the above referenced information is true, complete and correct.

Date: December 15, 2025

Signed: _____

Entity: Man-Con Incorporated

Name: Anthony Mancini

Title: Vice President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 15th day of December, 2025, by Anthony Mancini, as Vice President for Man-Con Incorporated, who is

personally known to me or who has produced _____ as identification.

Notary Public Signature: Kate Hill

State of Florida at Large (Seal)

Print Name: Kate Hill

My commission expires: 8/21/26



**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



FORM F: CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship below. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict-of-interest opinion or waiver from the Board of Directors prior to entering a contract with the City.

1. Name of Firm submitting a response to this Solicitation.

Man-Con Incorporated

2. Describe each affiliation or business relationship with an employee, board member, elected official(s) or an immediate family member of any such person of the City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency; if none so state.


None .

3. Name of City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency employee, board member, elected official(s) or immediate family member with whom filer/respondent/Firm has affiliation or business relationship; if none so state.

None .

4. Describe any other affiliation or business relationship that might cause a conflict of interest; if none so state.

None .


Man-Con Incorporated
Signature of person/Firm
Anthony Mancini

12/15/25
Date

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



FORM G: DRUG-FREE WORKPLACE FORM

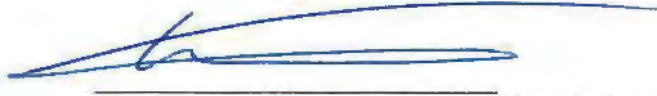
The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that Man-Con Incorporated does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign the statement, I certify that this Firm complies fully with the above requirements.

12/15/25
DATE


FIRM'S SIGNATURE **Anthony Mancini**

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



FORM H: ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)

) SS:

COUNTY OF Broward)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid/RFP will be paid to any employees of the City of Hallandale Beach and its elected officials, as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my Firm or by an officer of the corporation.

The undersigned is authorized to execute this on behalf of the Firm and certify that the above referenced information is true, complete and correct.

Date: December 15, 2025

Signed: [Signature]

Entity: Man-Con Incorporated

Name: Anthony Mancini

Title: Vice President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 15th day of December, 2025, by Anthony Mancini, as Vice President for Man-Con Incorporated, who is personally known to

me or who has produced [Signature] as identification.

Notary Public Signature: [Signature] State of Florida at Large (Seal)

Print Name: Kate Hill My commission expires: 8/21/26



**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



FORM I: CONFIDENTIALITY FORM

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a **separate document labeled "Attachment to Request for Proposals, BID Number and Name - Confidential Material"**. The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law.

Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

The Proposer should take special note of this as it relates to proprietary information that might be included in this solicitation.

Firm must check one of the following:

- This proposal does not include ANY confidential material.**
- This proposal includes a separate document containing confidential material.**

If neither of the above is selected, then any claim of confidentiality is waived.

I, Anthony Mancini, Vice President
Name of authorized Officer and/or legal documentation, Title

of Man-Con Incorporated
Name of Firm as it appears on Sunbiz and/or legal documentation hereby, attest that I have the authority to sign this form and certify that the Firm complies with the above requirements.

[Signature] Vice President
Signature Title

BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT



FORM J: SCRUTINIZED COMPANIES OR ENTITIES

Man-Con Incorporated (Name of Vendor) hereby certifies that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor further represents that it is not, and for the duration of the Contract will not be, ineligible to contract with the City on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of this Contract will remain, in compliance with Section 286.101, Florida Statutes

Affirm

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



FORM K: COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the Firm listed below ("Firm"), hereby attests under penalty of perjury as follows:

1. Firm is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Firm. (Source: § 287.138(2)(b), Florida Statutes)
3. Firm is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Firm is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Firm is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such Firm. (Source: § 288.007(2), Florida Statutes)
6. Firm is not a foreign principle, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Firm is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Firm is not a foreign principal prohibited from purchasing the subject real property. Firm is either (a) not a person or Firm described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Firm is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

Date: December 15, 2025

Signed: 

Entity: Man-Con Incorporated

Name: Anthony Mancini

Title: Vice President

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



FORM L: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned [CONTRACTOR] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Man-Con Incorporated

COMPANY NAME:

Anthony Mancini

NAME OF AUTHORIZED OFFICIAL

SIGNATURE OF AUTHORIZED OFFICIAL

Vice President

TITLE

12/15/25

DATE

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



FORM M: NON-COLLUSION AFFIDAVIT

STATE OF Florida)

) SS:

COUNTY OF Broward)

I, the undersigned hereby duly sworn, depose and say that:

1. He/she is the Bidder that has submitted the attached bid proposal.
2. He/she is fully informed respecting the preparation and contents of the attached bid proposal and of all pertinent circumstances respecting such bid proposal.
3. Such bid proposal is genuine and is not a collusive or sham bid proposal.
4. Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other bidder, firm or person, to submit a collusive or sham proposal in connection with the Agreement for which the attached bid proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid proposal or of any other bidder, or to fix any overhead, profit or cost element of the bid proposal price or the bid proposal price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Hallandale Beach, Florida, or any person interested in the proposed Agreement.
5. The price or prices quoted in the attached bid proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

The undersigned is authorized to execute this on behalf of the Firm and certify that the above referenced information is true, complete and correct.

Date: December 15, 20 25

Signed: [Signature]

Entity: Man-Con Incorporated

Name: Anthony Mancini

Title: Vice President

STATE OF Florida

COUNTY OF Broward

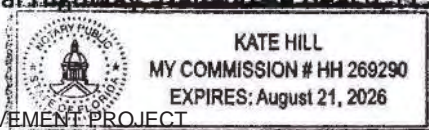
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 15th day of December, 20 25, by Anthony Mancini, as Vice President for Man-Con Incorporated, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: [Signature]

State of Florida at Large (Seal)

Print Name: Kate Hill

My commission expires: 8/21/26



**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



FORM N: AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City of Hallandale Beach, Florida.

The Contractor shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City of Hallandale Beach be held liable for the actions or omissions of the Contractor or any other party or parties to the Agreement for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the City of Hallandale Beach, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor's acts or omissions in connection with the ADA.

The undersigned is authorized to execute this on behalf of the Firm and certify that the above referenced information is true, complete and correct.

Date: December 15, 20 25 Signed: [Signature]

Entity: Man-Con Incorporated Name: Anthony Mancini

Title: Vice President
STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 15th day of December, 20 25, by Anthony Mancini, as Vice President for Man-Con Incorporated, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: [Signature: Kate Hill] State of Florida at Large (Seal)
Print Name: Kate Hill My commission expires: 8/21/26



**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



FORM O: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Contractor Covered Transactions

- a. The prospective contractor certifies to comply with CDBG regulations regarding debarred or suspended entities, specifically including 24 CFR § 570.609
- b. The prospective contractor certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.
- c. Has not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- d. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
- e. Has not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective contractor is unable to certify the above statement, the prospective contractor shall attach an explanation to this form.

The undersigned is authorized to execute this on behalf of the Firm and certify that the above referenced information is true, complete and correct.

Date: December 15, 20 25

Signed: 

Entity: Man-Con Incorporated

Name: Anthony Mancini

Title: Vice President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 15th day of December, 20 25, by Anthony Mancini, as Vice President for Man-Con Incorporation, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Kate Hill

State of Florida at Large (Seal)

Print Name: Kate Hill

My commission expires: 8/21/26



**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



FORM P: AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. (Source: § 787.06 (13), Florida Statutes – Human Trafficking).

Date: December 15, 20 25

Signed: 

Entity: Man-Con Incorporated

Name: Anthony Mancini

Title: Vice President

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



FORM Q: ACKNOWLEDGEMENT OF ADDENDA

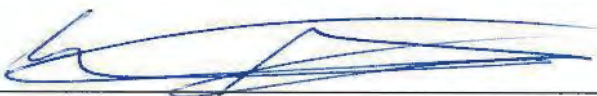
Instructions: Complete Part I or Part II, whichever is applicable.

The Proposer shall indicate below each Addendum received. The Proposer may contact the Procurement Division at 954-457-1331 or visit the City of Hallandale Beach website at <https://www.hallandalebeachfl.gov/417/Solicitation-Notifications> to confirm the number of addenda (if any) that have been issued.

PART I: Please list below each of the Addendum received in connection with this solicitation. Please include the Addendum number, the title is not required.

Addendum #
1
2
3
4
5

PART II: No Addendum was received in connection with this solicitation.

Authorized Signature:  Date: 12/15/25

Print Name: Anthony Mancini Title: Vice President

Firm Name: Man-Con Incorporated

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



FORM R: REFERENCE FORM

Please note that the three (3) references provided below must be the same as the projects/contracts provided for response to MQR # 5. THE BELOW FORM MUST BE COMPLETED BY YOUR REFERENCE AND PROVIDED WITH YOUR PROPOSAL SUBMISSION.

BID 25-26-02 30 INCH FORCE MAIN IMPROVEMENT PROJECT	
PROPOSING FIRM'S NAME(S): Man-Con Incorporated	
PROJECT NAME: Utility Analysis Zone 122	
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT: Man-Con Incorporated	
WAS THE FIRM THE PRIME CONTRACTOR FOR THE PROJECT: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	

Name of reference:	Luz Sanchez	Phone:	954-831-0971
Title of reference:	Project Manager	E-mail Address:	Lusanchez@broward.org
Company/Employer:	Broward County WWS		

Please answer the following questions regarding services provided by the Proposer named above.

1. Provide detailed information about the level of commitment of the Firm to your Project. Did the Firm devote the time, and personnel necessary to successfully complete the entities needs?

Man-Con completed the project within the budget and on-time.

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



- 2. Provide detailed information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the Project.

Man-Con is RECOMMENDED For Future contracts. Remarks: Project UAZ 122:100978 Man Con completed the project and received positive feedback from the City officials and residents. Will use this contractor in the future.

- 3. Provide detailed information about the Firm's response time as required by your Agreement. Were there ever any issues and why.

Man-Con's response time was satisfactory.

- 4. Provide detailed information about the Firm's success at minimizing any issues.

Man-Con was excellent at minimizing any issues the were encountered on the project.

- 5. Provide details on what type of service the Firm provided? How satisfied are you with the end result?

This project included the installation of a new water main, services, and meters; abandonment/removal of existing water main; new gravity sewer, abandonment/removal of the existing gravity sewer system, installation of new force mains, abandonment/removal of the existing force mains, installation of a new lift station and abandonment/modifications of existing lift stations. Will use contractor in the future.

- 6. What was the value of the Project?

\$14,422,973.85

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



7. Would you consider this Firm for this type of work in the future?

Will use the contractor in the future.

ADDITIONAL COMMENTS:

PERSON PROVIDING REFERENCE (PRINT NAME):	Luz Sanchez
PRINT TITLE:	Project Manager

SIGNATURE: *Luz Sanchez* Date: 12/11/25

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



FORM R: REFERENCE FORM

Please note that the three (3) references provided below must be the same as the projects/contracts provided for response to MQR # 5. THE BELOW FORM MUST BE COMPLETED BY YOUR REFERENCE AND PROVIDED WITH YOUR PROPOSAL SUBMISSION.

BID 25-26-02 30 INCH FORCE MAIN IMPROVEMENT PROJECT	
PROPOSING FIRM'S NAME(S): Man-Con Incorporated	
PROJECT NAME: Dorsey Riverbend Neighborhood Stormwater Improvements	
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT: Man-Con Incorporated	
WAS THE FIRM THE PRIME CONTRACTOR FOR THE PROJECT: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	

Name of reference:	Sayd Hussain	Phone:	954-828-5678
Title of reference:	Senior Project Manager	E-mail Address:	SHussain@fortlauderdale.gov
Company/Employer:	City of Fort Lauderdale		

Please answer the following questions regarding services provided by the Proposer named above.

1. Provide detailed information about the level of commitment of the Firm to your Project. Did the Firm devote the time, and personnel necessary to successfully complete the entities needs?

The level of commitment was outstanding

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



2. Provide detailed information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the Project.

Supervising and performing the work on the project was outstanding

3. Provide detailed information about the Firm's response time as required by your Agreement. Were there ever any issues and why.

there were no issues

4. Provide detailed information about the Firm's success at minimizing any issues.

Firm's ability to minimized issues was fantastic

5. Provide details on what type of service the Firm provided? How satisfied are you with the end result?

The firm installed ^{NEW} stormwater infrastructure and new pump station very satisfied with the level of work completed

6. What was the value of the Project?

\$ 36 Million

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



7. Would you consider this Firm for this type of work in the future?

YES definitely

ADDITIONAL COMMENTS:

PERSON PROVIDING REFERENCE (PRINT NAME):	Sayd Russian
PRINT TITLE:	Senior Project Manager

SIGNATURE: Sayd Russian Date: 12/11/2025

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



FORM R: REFERENCE FORM

Please note that the three (3) references provided below must be the same as the projects/contracts provided for response to MQR # 5. THE BELOW FORM MUST BE COMPLETED BY YOUR REFERENCE AND PROVIDED WITH YOUR PROPOSAL SUBMISSION.

BID 25-26-02 30 INCH FORCE MAIN IMPROVEMENT PROJECT	
PROPOSING FIRM'S NAME(S): Man-Con Incorporated	
PROJECT NAME: Washington Park Utility Improvements	
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT: Man-Con Incorporated	
WAS THE FIRM THE PRIME CONTRACTOR FOR THE PROJECT: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	

Name of reference:	Juan Figueroa	Phone:	954-921-6034
Title of reference:	Senior Project Manager	E-mail Address:	JFIGUEROA@hollywoodfl.org
Company/Employer:	City of Hollywood		

Please answer the following questions regarding services provided by the Proposer named above.

1. Provide detailed information about the level of commitment of the Firm to your Project. Did the Firm devote the time, and personnel necessary to successfully complete the entities needs?

Man-Con, Inc. delivered the City's largest underground utility project ahead of schedule and with no safety issues or claims. The City benefited from reduced CEI hours and administrative savings, and the systems are performing as intended.

Man-Con's owners were personally involved in making sure the business and property owners in the area of the project were informed of the projects schedule work and made sure to minimize any inconvenience to them and assured their cooperation in making sure the City's right -of-way, which is typically used for storage of their customers vehicles , was cleared when the work reached their property and kept the project moving along at an impressive pace.

BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT



- 2. Provide detailed information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the Project.

Man-Con is the most competent, accessible and responsive construction company I have ever worked with; without the professionalism and dedication of their personnel, and its owner's the Washington Industrial Park Utilities Project would have been a nightmare.

- 3. Provide detailed information about the Firm's response time as required by your Agreement. Were there ever any issues and why.

We did not have any issues during the project.

- 4. Provide detailed information about the Firm's success at minimizing any issues.

Man-Con is the most competent, accessible and responsive construction company I have ever worked with; without the professionalism and dedication of their personnel, and its owner's the Washington Industrial Park Utilities Project would have been a nightmare.

- 5. Provide details on what type of service the Firm provided? How satisfied are you with the end result?

Man-Con installed wastewater, water and drainage infrastructure as part of the Washington Industrial Park Utilities Improvements Project. The City staff was impressed with the quality and speed in which Man-Con Inc. delivered the project.

- 6. What was the value of the Project?

\$27,619,355.88

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT**



7. Would you consider this Firm for this type of work in the future?

The quality and speed in which Man-Con, Inc. completed the project is impressive. The Washington Industrial Park Utilities Project was my second project with them and I hope they will be the successful bidder for any of my future construction project that are complex and have high visibility.

ADDITIONAL COMMENTS:

[Empty text box for additional comments]

PERSON PROVIDING REFERENCE (PRINT NAME):	Juan Figueroa
PRINT TITLE:	Senior Project Manager

SIGNATURE: Juan Figueroa Digitally signed by Juan Figueroa
DN: CN=Juan Figueroa
Date: 2025.12.08 15:01:28-05'00' **Date:** December 08, 2025

**Bid or
Proposal
Bond**

Westfield Insurance Company

Westfield Insurance® 1 Park Circle, P O Box 5001,
Westfield Center, Ohio 44251-5001 Toll Free 800-243-0210


KNOW ALL MEN BY THESE PRESENTS, that we, Man-Con, Inc
3460 SW 11th St., Deerfield Beach, FL 33442, as Principal, and
the Westfield Insurance Company, an Ohio Corporation, with its principal office at Westfield
Center, Ohio, as Surety, are held and firmly bound unto City of Hallandale Beach
400 South Federal Highway, Hallandale Beach, FL 33009, as Oblige, in
the penal sum of FIVE PERCENT OF BID AMOUNT (5%) DOLLARS,
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS the said Principal is herewith submitting a bid or proposal for 30 Inch Force Main Improvement Project
Bid 25-26-02:


NOW THEREFORE, the condition of the above obligation is such, that if the said Principal shall execute a
contract and give bond for the faithful performance thereof, if required by the contract, or if the Principal or Surety
shall pay the Oblige the difference, not exceeding the penal sum hereof, between the amount of the contract entered
into in good faith to perform the work to which the bid or proposal relates and the amount bid or proposed by the
Principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED this 15th day of December, 2025.

Man-Con, Inc
Principal

By: 
Anthony Mancini

Westfield Insurance Company

By: 
Courtney Saunders, Attorney-in-fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 12/07/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0995602 00

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **ANGELO G. ZERVOS, COURTNEY SAUNDERS, JOINTLY OR SEVERALLY**

of SOUTHFIELD and State of MI its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this 07th day of DECEMBER A.D., 2022 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 07th day of DECEMBER A.D., 2022 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above Instrument; that he knows the seals of said Companies; that the seals affixed to said Instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 15th day of December A.D., 2025 .



Frank A. Carrino, Secretary



December 15, 2025

Re: Man-Con, Incorporated

To Whom It May Concern:

Please let this letter serve as a bonding reference for our valued client, Man-Con Incorporated. We find this firm to be very well qualified, capably managed, well-staffed and organized, reputable, cooperative, and extremely credit worthy. Westfield is willing to consider bonding programs of \$100,000,000 single project, \$250,000,000 aggregate if requested.

Our approval of any request would be conditioned upon applicable underwriting considerations at the time of the bond request. This letter is not an assumption of liability nor is it a performance bond. We have issued this letter only as a bonding reference requested by our client.

I trust this to be a satisfactory reference, but if additional information is needed, please feel free to contact our office. For your further reference, Westfield Insurance Company, a member of Westfield Group, is a multi-line property and casualty insurance company, and is currently rated "A" by A.M. Best and combined with other companies in our group, has a Treasury Department single project qualification of more than \$200 million.

Sincerely,

Michael Watts

Michael Watts
Regional Surety Manager
Westfield Insurance



WESTFIELD

2851 Charlevoix Drive, S.E. | Suite 325
Grand Rapids, MI 49546
616.649.6566
michaelwatts@westfieldgrp.com

FILED
Apr 21, 2025
Secretary of State
5293606718CC

DOCUMENT# H40555

Entity Name: MAN-CON, INCORPORATED

Current Principal Place of Business:

3460 S.W. 11TH STREET
DEERFIELD BEACH, FL 33442

Current Mailing Address:

3460 S.W. 11TH STREET
DEERFIELD BEACH, FL 33442 US

FEI Number: 59-2547432

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MANCINI, CAROLINE
3460 S.W. 11TH STREET
DEERFIELD BEACH, FL 33442 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title DPT
Name MANCINI, JEFFREY J.
Address 3460 S.W 11TH STREET
City-State-Zip: DEERFIELD BEACH FL 33442

Title S, VP
Name MANCINI, ANTHONY J.
Address 3460 S.W. 11TH STREET
City-State-Zip: DEERFIELD BEACH FL 33442

Title VP, S
Name MANCINI, LUKE J
Address 3460 S.W. 11TH STREET
City-State-Zip: DEERFIELD BEACH FL 33442

Title D
Name MANCINI, CAROLINE M
Address 3460 S.W. 11TH STREET
City-State-Zip: DEERFIELD BEACH FL 33442

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CAROLINE MANCINI

DIRECTOR

04/21/2025

Electronic Signature of Signing Officer/Director Detail

Date

	<p>CNA PARAMOUNT</p> <p>Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage - Limited Liability Endorsement</p>
----------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **Coverage Part**; including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. **bodily injury, property damage, or personal and advertising injury** to the extent caused by:
 - 1. the **Named Insured's** acts or omissions; or
 - 2. the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations specified in the **written contract**; or
 - B. **bodily injury or property damage** to the extent caused by **your work** specified in the **written contract** and included in the **products-completed operations hazard**, and only if
 - 1. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - 2. this coverage **part** provides such coverage.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. acts or omissions of the additional insured, or of anyone acting on the additional insured's behalf; or
 - B. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - C. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.
- V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

20020009 120772569910316



CNA75081XX (1-15)
 Page 1 of 2
 VALLEY FORGE INSURANCE COMPANY
 Insured Name: MAN-CON

Policy No: 2077256991
 Endorsement No: 12
 Effective Date: 07/31/2025

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage - Limited Liability Endorsement

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 4 does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. The **bodily injury** or **property damage**; or
 2. The offense that caused the **personal and advertising injury**
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75081XX (1-15)
 Page 2 of 2
 VALLEY FORGE INSURANCE COMPANY
 Insured Name: MAN-CON

Policy No: 2077256991
 Endorsement No: 12
 Effective Date: 07/31/2025

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage - Limited Liability Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **Coverage Part**; including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. **bodily injury, property damage, or personal and advertising injury** to the extent caused by:
 - 1. the **Named Insured's** acts or omissions; or
 - 2. the acts or omissions of those acting on the **Named Insured's** behalf,
 in the performance of the **Named Insured's** ongoing operations specified in the **written contract**; or
 - B. **bodily injury or property damage** to the extent caused by **your work** specified in the **written contract** and included in the **products-completed operations hazard**, and only if
 - 1. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - 2. this coverage **part** provides such coverage.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. acts or omissions of the additional insured, or of anyone acting on the additional insured's behalf; or
 - B. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - C. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.
- V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

20020008 12072569910316



CNA75081XX (1-15)
 Page 1 of 2
 VALLEY FORGE INSURANCE COMPANY
 Insured Name: MAN-CON

Policy No: 2077256991
 Endorsement No: 12
 Effective Date: 07/31/2025

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage - Limited Liability Endorsement

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 4 does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A.** is currently in effect or becomes effective during the term of this policy; and
- B.** was executed prior to:
 1. The **bodily injury** or **property damage**; or
 2. The offense that caused the **personal and advertising injury**
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75081XX (1-15)
 Page 2 of 2
 VALLEY FORGE INSURANCE COMPANY
 Insured Name: MAN-CON

Policy No: 2077256991
 Endorsement No: 12
 Effective Date: 07/31/2025

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December 15, 2025

RE: Financial Statement

To Whom It May Concern:

We at Man Con Inc., would like to thank you for the opportunity to serve The City of Hallandale Beach however, our financial statement is proprietary, confidential and is Trade Secret information that is exempt from Florida Statutes Chapter 119.07 ("Public Records Laws") and therefore, we do not wish it to be made public.

However, if the city wishes to view our financial records, we will arrange for your appropriate staff to view the records at our main office in Deerfield Beach, FL. at a mutually agreed upon day and time.

Man-Con's current ratio (assets / liabilities):

For fiscal year ending 7/31/20 – 7

For fiscal year ending 7/31/21 – 13

For fiscal year ending 7/31/22 – 10

For fiscal year ending 7/31/23 – 9

For fiscal year ending 7/31/24 – 5

For fiscal year ending 7/31/25 – 5

If you have any questions regarding our financial information, please feel free to contact our Controller, Caroline Mancini at (954) 427-0230.

Sincerely,

Anthony Mancini
Vice President / Project Manager
Office: (954) 427-0230
3460 SW 11th Street
Deerfield Beach, FL 33442

Main Office:
3460 S.W. 11th Street
Deerfield Beach, Florida 33442
O: 954-427-0230
F: 954-427-8133

Palm Beach County Office:
3020 Fairlane Farms Road
Suite 1, Wellington, Florida
33414



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MANCINI, ANTHONY JEFFREY

MAN-CON INCORPORATED
3460 SW 11TH STREET
DEERFIELD BEACH FL 33442

LICENSE NUMBER: CGC1526881

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/25/2024

Do not alter this document in any form.

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





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MANCINI, GUY ANTHONY

MAN-CON INCORPORATED
3460 SW 11TH STREET
DEERFIELD BCH FL 33442

LICENSE NUMBER: CUC056856

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/12/2024

Do not alter this document in any form.

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



Business Tax Office
150 NE 2nd Ave.
Deerfield Beach, FL 33441
Phone: (954) 250-4057
E-mail: web.btr@deerfieldbeachfl.gov



Business Tax Receipt License
2025 - 2026
License Number: 2026-467281
Expires: 9/30/2026

Classification: GENERAL CONTRACTOR'S OFFICE

MAN-CON INC
3460 SW 11 ST
DEERFIELD BEACH, Florida 33442

Business Location: 3460 SW 11 ST DFB 33442
Service(s): OFFICE: 1 GNL CNTR; 1 EXCAV

Notice: This Business Tax Receipt License becomes *NULL* and *VOID* if ownership, business name, or business location has changed. The business owner **must** apply for a Certificate of Use. Once the Certificate of Use has been issued, the business owner **must** apply for the Business Tax Receipt License.

Detach and retain for your records

***** Business Tax Receipt License *****

License Number: 2026-467281

- This Business Tax Receipt License represents proof of payment of your Business Tax Receipt License Fee for the period of October 1 to September 30th. Please exercise diligence in maintaining this receipt.
- Once you have obtained a Business Tax Receipt License, you will be sent a renewal notice each year beginning July 1st (90 days prior to expiration), to the address listed on the Business Tax Receipt License. Please check all Business Tax Receipt License information and report any errors immediately via email to web.btr@deerfieldbeachfl.gov. The City may impose fines and penalties for failure to renew this Business Tax Receipt License
- Your current Business Tax Receipt License shall be posted so that it is can be viewed by anyone upon entering the place of business.
- Any change to the ownership, business name or location, requires that the business owner must apply for a Certificate of Use. Once the Certificate of Use has been issued, the business owner must apply for the Business Tax Receipt License.
- If you have more than one business location, you must obtain a Business Tax Receipt License for each location.

This **Business Tax Receipt License** does not represent an endorsement or certification of the business listed herein by the City of Deerfield Beach.

MAN CON

INCORPORATED
EQUIPMENT LIST

EQUIPMENT #	TYPE	MODEL - MFR
201	GRADER	CAT 135 H
204	ROLLER	DYNAPAC CC102
209	TRACTOR	INTERNATIONAL 2500
211	BROOM TRACTOR	MASSEY FERGUSON 253
214	COMBO	CAT 420D
215	COMBO	CAT 420D IT
216	LOADER	CAT 262B SKID
217	LOADER	938G SER 2
218	LOADER	938G
223	BACKHOE	KOMATSU PC 309
229	BACKHOE	KOMATSU PC138 USLC-2
231	MILLING MACHINE	ASPHALT ZIPPER AZ 500
233	GENERATOR	WACKER
234	PUMP	SLOAN 6"
235	PUMP	THOMPSON 12"
236	PUMP	THOMPSON 12"
243	PUMP	THOMPSON JET 4"
244	COMPRESSOR	HATZ DIVE
245	COMPRESSOR	SULLIVAN AIR
246	WELDER	MILLER BIG 50
248	LOADER	JD 544J
249	BROOM TRACTOR	MASSEY FERGUSON MF461-2
251	INGRAM ROLLER	3 WHEEL
252	ROLLER	DYNAPAC T34D
254	WHEEL LOADER	CAT 924K
255	COMPACT TRACK LOADER	BOBCAT T110
256	WACKER REVERSESIBLE PLATE COMPACTOR	BPU4045A
259	COMPACT TRACK LOADER	CAT 299 D2
260	KOMATSU HYDR. EXCAVATOR	PC138USLC-11
261	JOHN DEERE	644K LOADER
262	COMPACT TRACK LOADER	CAT 279D
263	TRACK EXCAVATOR	CAT 336FL
264	CAT MINI EXCAVATOR	CAT 301.7
265	Double Drum Compactor Roller	CAT CB22B
266	MILLING MACHINE	ASPHALT ZIPPER 360-185A
267	CAT MINI EXCAVATOR	CAT 306
268	JOHN DEERE	544P WHEEL LOADER
269	CAT 325	TRACK EXCAVATOR
	SKID-PACK COMPACTOR	
	WACKER REVERSESIBLE PLATE COMPACTOR	
	6X14 TRENCH BOX	
	ARIES SEEKER PUSH CAMERA	
	PIPE LASER	TRIMBLE DGT11
	WACKER REVERSESIBLE PLATE COMPACTOR	BPU3545A
	WACKER REVERSESIBLE PLATE COMPACTOR	DPU5545HE
	GORMAN RUPP 6" PORABLE PUMP	GORMAN RUPP
	(2) Vacall "All Jet Vac"	
	(2) Ibak CCTV truck 8"- 72"	
	(6) Sewer plugs 12"- 48"	
	(4) 4" Wacker pump	
270	BACKHOE	JOHN DEERE 5216 2WD ROPS
271	WHEEL LOADER	JOHN DEERE 524 P-TIER
272	UTILITY TRACTOR BROOM	MF2606H_2WD_BROOM
273	CAT DOUBLE DRUM VIBRATORY ROLLER	CB1 7
274	TRACK EXCAVATOR	CAT 325 TRACK EXCAVATOR
275	299D3 CAT COMPACT TRACK LOADER 95	299D3
276	CAT COMPACT TRACK LOADER 74.3	289D3
277	CAT COLD PLANER HIGH FLOW 18IN DRUM CONICAL TEETH	PC305
278	12,000 LB CAPACITY PNEUMATIC TIRE DIESEL FORKLIFT	MIT FD55N

**Bid or
Proposal
Bond**

Westfield Insurance Company

Westfield Insurance® 1 Park Circle, P O Box 5001,
Westfield Center, Ohio 44251-5001 Toll Free 800-243-0210


KNOW ALL MEN BY THESE PRESENTS, that we, Man-Con, Inc
3460 SW 11th St., Deerfield Beach, FL 33442, as Principal, and
the Westfield Insurance Company, an Ohio Corporation, with its principal office at Westfield
Center, Ohio, as Surety, are held and firmly bound unto City of Hallandale Beach
400 South Federal Highway, Hallandale Beach, FL 33009, as Obligee, in
the penal sum of FIVE PERCENT OF BID AMOUNT (5%) DOLLARS,
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS the said Principal is herewith submitting a bid or proposal for 30 Inch Force Main Improvement Project
Bid 25-26-02:


NOW THEREFORE, the condition of the above obligation is such, that if the said Principal shall execute a
contract and give bond for the faithful performance thereof, if required by the contract, or if the Principal or Surety
shall pay the Obligee the difference, not exceeding the penal sum hereof, between the amount of the contract entered
into in good faith to perform the work to which the bid or proposal relates and the amount bid or proposed by the
Principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED this 15th day of December, 2025.

Man-Con, Inc
Principal

By: 
Anthony Mancini

Westfield Insurance Company

By: 
Courtney Saunders, Attorney-in-fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 12/07/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0995602 00

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **ANGELO G. ZERVOS, COURTNEY SAUNDERS, JOINTLY OR SEVERALLY**

of SOUTHFIELD and State of MI its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 07th day of DECEMBER A.D., 2022 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 07th day of DECEMBER A.D., 2022 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above Instrument; that he knows the seals of said Companies; that the seals affixed to said Instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 15th day of December A.D., 2025 .



Frank A. Carrino, Secretary



December 15, 2025

Re: Man-Con, Incorporated

To Whom It May Concern:

Please let this letter serve as a bonding reference for our valued client, Man-Con Incorporated. We find this firm to be very well qualified, capably managed, well-staffed and organized, reputable, cooperative, and extremely credit worthy. Westfield is willing to consider bonding programs of \$100,000,000 single project, \$250,000,000 aggregate if requested.

Our approval of any request would be conditioned upon applicable underwriting considerations at the time of the bond request. This letter is not an assumption of liability nor is it a performance bond. We have issued this letter only as a bonding reference requested by our client.

I trust this to be a satisfactory reference, but if additional information is needed, please feel free to contact our office. For your further reference, Westfield Insurance Company, a member of Westfield Group, is a multi-line property and casualty insurance company, and is currently rated "A" by A.M. Best and combined with other companies in our group, has a Treasury Department single project qualification of more than \$200 million.

Sincerely,

Michael Watts

Michael Watts
Regional Surety Manager
Westfield Insurance



WESTFIELD

2851 Charlevoix Drive, S.E. | Suite 325
Grand Rapids, MI 49546
616.649.6566
michaelwatts@westfieldgrp.com



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation
 MAN-CON, INCORPORATED

Filing Information

Document Number H40555
FEI/EIN Number 59-2547432
Date Filed 01/31/1985
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 05/02/2019
Event Effective Date NONE

Principal Address

3460 S.W. 11TH STREET
 DEERFIELD BEACH, FL 33442

Changed: 01/24/1994

Mailing Address

3460 S.W. 11TH STREET
 DEERFIELD BEACH, FL 33442

Changed: 01/24/1994

Registered Agent Name & Address

MANCINI, CAROLINE
 3460 S.W. 11TH STREET
 DEERFIELD BEACH, FL 33442

Name Changed: 11/01/2018

Address Changed: 01/24/1994

Officer/Director Detail

Name & Address

Title DPT

MANCINI, JEFFREY J.
3460 S.W 11TH STREET
DEERFIELD BEACH, FL 33442

Title S, VP

MANCINI, ANTHONY J.
3460 S.W. 11TH STREET
DEERFIELD BEACH, FL 33442

Title VP, S

MANCINI, LUKE J
3460 S.W. 11TH STREET
DEERFIELD BEACH, FL 33442

Title D

MANCINI, CAROLINE M
3460 S.W. 11TH STREET
DEERFIELD BEACH, FL 33442

Annual Reports

Report Year	Filed Date
2023	01/23/2023
2024	02/15/2024
2025	04/21/2025

Document Images

04/21/2025 -- ANNUAL REPORT	View image in PDF format
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04/25/2001 -- ANNUAL REPORT	View image in PDF format
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01/23/1996 -- ANNUAL REPORT	View image in PDF format
01/25/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Appendix II to Part 200, Title 2 (up to date as of 4/17/2025)**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards****Appendix II to Part 200, Title 2 (Apr. 17, 2025)**

This content is from the eCFR and is authoritative but unofficial.

Title 2 – Federal Financial Assistance**Subtitle A – Office of Management and Budget Guidance for Federal Financial Assistance****Chapter II – Office of Management and Budget Guidance****Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

Authority: 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.

Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

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This content is from the eCFR and is authoritative but unofficial.

Title 2 – Federal Financial Assistance

Subtitle A – Office of Management and Budget Guidance for Federal Financial Assistance

Chapter II – Office of Management and Budget Guidance

Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Subpart D – Post Federal Award Requirements

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Procurement Standards

- § 200.317 Procurements by States and Indian Tribes.
- § 200.318 General procurement standards.
- § 200.319 Competition.
- § 200.320 Procurement methods.
- § 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.
- § 200.322 Domestic preferences for procurements.
- § 200.323 Procurement of recovered materials.
- § 200.324 Contract cost and price.
- § 200.325 Federal agency or pass-through entity review.
- § 200.326 Bonding requirements.
- § 200.327 Contract provisions.

PROCUREMENT STANDARDS

§ 200.317 Procurements by States and Indian Tribes.

When conducting procurement transactions under a Federal award, a State or Indian Tribe must follow the same policies and procedures it uses for procurements with non-Federal funds. If such policies and procedures do not exist, States and Indian Tribes must follow the procurement standards in §§ 200.318 through 200.327. In addition to its own policies and procedures, a State or Indian Tribe must also comply with the following procurement standards: §§ 200.321, 200.322, 200.323, and 200.327. All other recipients and subrecipients, including subrecipients of a State or Indian Tribe, must follow the procurement standards in §§ 200.318 through 200.327.

§ 200.318 General procurement standards.

- (a) **Documented procurement procedures.** The recipient or subrecipient must maintain and use documented procedures for procurement transactions under a Federal award or subaward, including for acquisition of property or services. These documented procurement procedures must be consistent with State, local, and tribal laws and regulations and the standards identified in §§ 200.317 through 200.327.

- (b) **Oversight of contractors.** Recipients and subrecipients must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. See also § 200.501(h).
- (c) **Conflicts of interest.**
 - (1) The recipient or subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the recipient or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.
 - (2) If the recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian Tribe, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) **Avoidance of unnecessary or duplicative items.** The recipient's or subrecipient's procedures must avoid the acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis should be made between leasing and purchasing property or equipment to determine the most economical approach.
- (e) **Procurement arrangements using strategic sourcing.** When appropriate for the procurement or use of common or shared goods and services, recipients and subrecipients are encouraged to enter into State and local intergovernmental agreements or inter-entity agreements for procurement transactions. These or similar procurement arrangements using strategic sourcing may foster greater economy and efficiency. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) will meet the competition requirements of this part.
- (f) **Use of excess and surplus Federal property.** The recipient or subrecipient is encouraged to use excess and surplus Federal property instead of purchasing new equipment and property when it is feasible and reduces project costs.
- (g) **Use of value engineering clauses.** When practical, the recipient or subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering means analyzing each contract item or task to ensure its essential function is provided at the overall lowest cost.
- (h) **Responsible contractors.** The recipient or subrecipient must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract. The recipient or subrecipient must consider contractor integrity, public policy

compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. See also § 200.214.

- (i) **Procurement records.** The recipient or subrecipient must maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price.
- (j) **Time-and-materials type contracts.**
 - (1) The recipient or subrecipient may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a recipient or subrecipient is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
 - (2) Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the recipient or subrecipient awarding such a contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- (k) **Settlement of contractual and administrative issues.** The recipient or subrecipient is responsible for the settlement of all contractual and administrative issues arising out of its procurement transactions. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the recipient or subrecipient of any contractual responsibilities under its contracts. The Federal agency will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. The recipient or subrecipient must report violations of law to the Federal, State, or local authority with proper jurisdiction.
- (l) **Examples of labor and employment practices.**
 - (1) The procurement standards in this subpart do not prohibit recipients or subrecipients from:
 - (i) Using Project Labor Agreements (PLAs) or similar forms of pre-hire collective bargaining agreements;
 - (ii) Requiring construction contractors to use hiring preferences or goals for people residing in high-poverty areas, disadvantaged communities as defined by the Justice40 Initiative (see OMB Memorandum M-21-28), or high-unemployment census tracts within a region no smaller than the county where a federally funded construction project is located. The hiring preferences or goals should be consistent with the policies and procedures of the recipient or subrecipient, and must not prohibit interstate hiring;
 - (iii) Requiring a contractor to use hiring preferences or goals for individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102(24)), including women and people from underserved communities as defined by Executive Order 14091;

- (iv) Using agreements intended to ensure uninterrupted delivery of services; using agreements intended to ensure community benefits; or
 - (v) Offering employees of a predecessor contractor rights of first refusal under a new contract.
- (2) Recipients and subrecipients may use the practices listed in paragraph (1) if consistent with the U.S. Constitution, applicable Federal statutes and regulations, the objectives and purposes of the applicable Federal financial assistance program, and other requirements of this part.

§ 200.319 Competition.

- (a) All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of this section and § 200.320.
- (b) To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.
- (c) Examples of situations that may restrict competition include, but are not limited to:
 - (1) Placing unreasonable requirements on firms for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (d) The recipient or subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 - (1) Are made in accordance with § 200.319(b);
 - (2) Incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a "brand name or equivalent" description of features may be used to provide procurement requirements. The specific features of the named brand must be clearly stated; and
 - (3) Identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.

- (e) The recipient or subrecipient must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the recipient or subrecipient must consider objective factors that evaluate price and cost to maximize competition. The recipient or subrecipient must not preclude potential bidders from qualifying during the solicitation period.
- (f) To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.
- (g) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

§ 200.320 Procurement methods.

There are three types of procurement methods described in this section: informal procurement methods (for micro-purchases and simplified acquisitions); formal procurement methods (through sealed bids or proposals); and noncompetitive procurement methods. For any of these methods, the recipient or subrecipient must maintain and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319.

- (a) **Informal procurement methods for small purchases.** These procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold as defined in § 200.1. Recipients and subrecipients may also establish a lower threshold. Informal procurement methods include:
 - (1) **Micro-purchases** —
 - (i) **Distribution.** The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold defined in § 200.1. To the extent practicable, the recipient or subrecipient should distribute micro-purchases equitably among qualified suppliers.
 - (ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases.
 - (iii) **Micro-purchase thresholds.** The recipient or subrecipient is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the recipient or subrecipient must be authorized or not prohibited under State, local, or tribal laws or regulations. The recipient or subrecipient may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

2 CFR Part 200 Subpart D (up to date as of 4/17/2025)
Procurement Standards

2 CFR 200.320(a)(1)(iv)

- (iv) **Recipient or subrecipient increase to the micro-purchase threshold up to \$50,000.** The recipient or subrecipient may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The recipient or subrecipient may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:
 - (A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;
 - (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
 - (C) For public institutions, a higher threshold is consistent with State law.
- (v) **Recipient or subrecipient increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The recipient or subrecipient must submit a request that includes the requirements in paragraph (a)(1)(iv) of this section. The increased threshold is valid until any factor that was relied on in the establishment and rationale of the threshold changes.

(2) Simplified acquisitions –

- (i) **Simplified acquisition procedures.** The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate.
 - (ii) **Simplified acquisition thresholds.** The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but must not exceed, the threshold established in the FAR.
- (b) **Formal procurement methods.** Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of the recipient or subrecipient. Formal procurement methods are competitive and require public notice. The following formal methods of procurement are used for procurement transactions above the simplified acquisition threshold determined by the recipient or subrecipient in accordance with paragraph (a)(2)(ii) of this section:
- (1) **Sealed bids.** This is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.
 - i. For sealed bidding to be feasible, the following conditions should be present:
 - (A) A complete, adequate, and realistic specification or purchase description is available;

- (B) Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and
 - (C) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally based on price.
- (ii) If sealed bids are used, the following requirements apply:
- (A) Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.
 - (B) The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond;
 - (C) All bids will be opened at the time and place prescribed in the invitation for bids. For local governments, the bids must be opened publicly.
 - (D) A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.
 - (E) The recipient or subrecipient must document and provide a justification for all bids it rejects.
- (2) **Proposals.** This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:
- (i) Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.
 - (ii) The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections.
 - (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors; and
 - (iv) The recipient or subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

- (c) **Noncompetitive procurement.** There are specific circumstances in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies:
- (1) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
 - (2) The procurement transaction can only be fulfilled by a single source;
 - (3) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
 - (4) The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or
 - (5) After soliciting several sources, competition is determined inadequate.

§ 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

- (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.
- (b) Such consideration means:
- (1) These business types are included on solicitation lists;
 - (2) These business types are solicited whenever they are deemed eligible as potential sources;
 - (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
 - (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
 - (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

§ 200.322 Domestic preferences for procurements.

- (a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- (b) For purposes of this section:
- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

§ 200.323 Procurement of recovered materials.

- (a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

§ 200.324 Contract cost and price.

- (a) The recipient or subrecipient must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the recipient or subrecipient should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the recipient or subrecipient must make independent estimates before receiving bids or proposals.
- (b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the recipient or subrecipient under subpart E of this part. The recipient or subrecipient may reference its own cost principles as long as they comply with subpart E of this part.
- (c) The recipient or subrecipient must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting.

§ 200.325 Federal agency or pass-through entity review.

- (a) The Federal agency or pass-through entity may review the technical specifications of proposed procurements under the Federal award if the Federal agency or pass-through entity believes the review is needed to ensure that the item or service specified is the one being proposed for acquisition. The recipient or subrecipient must submit the technical specifications of proposed procurements when requested by the Federal agency or pass-through entity. This review should take place prior to the time the specifications are incorporated into a solicitation document. When the recipient or subrecipient desires to

accomplish the review after a solicitation has been developed, the Federal agency or pass-through entity may still review the specifications. In those cases, the review should be limited to the technical aspects of the proposed purchase.

- (b) When requested, the recipient or subrecipient must provide procurement documents (such as requests for proposals, invitations for bids, or independent cost estimates) to the Federal agency or pass-through entity for pre-procurement review. The Federal agency or pass-through entity may conduct a pre-procurement review when:
 - (1) The recipient's or subrecipient's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition, or only one bid is expected to be received in response to a solicitation;
 - (3) The procurement is expected to exceed the simplified acquisition threshold and specifies a "brand name" product;
 - (4) The procurement is expected to exceed the simplified acquisition threshold, and a sealed bid procurement is to be awarded to an entity other than the apparent low bidder; or
 - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
- (c) The recipient or subrecipient is exempt from the pre-procurement review in paragraph (b) of this section if the Federal agency or pass-through entity determines that its procurement systems comply with the standards of this part.
 - (1) The recipient or subrecipient may request that the Federal agency or pass-through entity review its procurement system to determine whether it meets these standards for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding and third-party contracts are awarded regularly.
 - (2) The recipient or subrecipient may self-certify its procurement system. However, self-certification does not limit the Federal agency's or pass-through entity's right to review the system. Under a self-certification procedure, the Federal agency or pass-through entity may rely on written assurances from the recipient or subrecipient that it is complying with the standards of this part. The recipient or subrecipient must cite specific policies, procedures, regulations, or standards as complying with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.

- (b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.
- (c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

§ 200.327 Contract provisions.

The recipient's or subrecipient's contracts must contain the applicable provisions described in Appendix II of this part.

"General Decision Number: FL20250107 08/15/2025

Superseded General Decision Number: FL20240107

State: Florida

Construction Type: Heavy

County: Broward County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	04/04/2025
2	08/15/2025

ELEC0728-006 03/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	15.20

 ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below.....	\$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes.....	\$ 40.40	14.90
Cranes 130-300 Ton.....	\$ 39.38	14.90
Cranes 76 ton to 129 Ton....	\$ 37.57	14.90

 ENGI0487-026 07/01/2023

	Rates	Fringes
OPERATOR: Drill		
Drill Rig, Truck Mounted, Sterling Class.....	\$ 27.00	14.90
Drill Rig, Truck Mounted, Watson Class.....	\$ 32.75	14.90
OPERATOR: Oiler.....	\$ 27.53	14.90

 IRON0272-005 10/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.84	15.72

 LAB01652-004 05/01/2018

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.05	7.27

 * PAIN0365-007 08/01/2025

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 27.00	14.78

 * SUFL2009-146 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.00 **	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 15.00 **	8.64
LABORER: Common or General.....	\$ 9.87 **	3.24
LABORER: Landscape.....	\$ 7.25 **	0.00
LABORER: Pipelayer.....	\$ 14.00 **	2.42
LABORER: Power Tool Operator		

(Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63 **	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10 **	2.44
OPERATOR: Backhoe/Excavator.....	\$ 18.77	1.87
OPERATOR: Bulldozer.....	\$ 14.95 **	0.81
OPERATOR: Grader/Blade.....	\$ 16.00 **	2.84
OPERATOR: Loader.....	\$ 14.00 **	2.42
OPERATOR: Mechanic.....	\$ 14.32 **	0.00
OPERATOR: Roller.....	\$ 10.95 **	0.00
OPERATOR: Scraper.....	\$ 11.00 **	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 9.60 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73 **	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21 **	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may

include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

**BID 25-26-02
30 INCH FORCE MAIN IMPROVEMENT PROJECT****CONFLICT OF INTEREST:**

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship on the Conflict-of-Interest Notification Requirement Questionnaire provided in the Form's Section. Pursuant to the City of Hallandale Beach Code, [ARTICLE VI. - CODE OF ETHICS](#), any potential conflict of interest must be disclosed and if requested, obtain a conflict-of-interest opinion or waiver from the City Commission prior to entering into a contract with the City of Hallandale Beach.

E-VERIFY:

The Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Proposer during the Agreement term. The Proposer is also responsible for e-verifying its sub-proposers, if any, pursuant to any agreement between the City and a State/Federal Agency and reporting to the City any required information.

INSURANCE REQUIREMENTS:

The awarded bidder(s) will be required to obtain and maintain the insurance requirements as set forth below in the City's Form Agreement. Insurance requirements must be held for the life of the Contract. The Certificate of Insurance will be required to be provided within the time specified award of contract by the Commission. The requirements for insurance are stated below, City's Form Agreement, Article 5.

SECURITY BID BOND 5%:

As per Procurement Code Section 23-7 (b) and 2 CFR § 200.326 Security Bonds, each proposer must provide with the submission of the Bid a Security Bid Bond issued by a surety company licensed to do business in the state in an amount equal to five percent (5%) of the Bid Price submitted. A Firm shall forfeit the Security Bid Bond if the Firm refuses or fails to execute the Agreement within fifteen (15) calendar days from the Notice to Proceed.

PERFORMANCE AND LABOR MATERIALS PAYMENT BOND:

A Performance and Labor Materials Payment Bond in an amount equal to one hundred (100%) percent of total Contract amount awarded must be submitted by the Awarded Contractor within fifteen (15) days after receipt of Notification of Award. The Notification of Award is the day Commission meeting is held to award the contract. An original Performance and Labor Materials Payment Bond must be provided in an amount equal to 100% of the Contract price issued by a surety company licensed to do business in the State of Florida. (F.S. 255.05). On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract price as increased.