CONSTRUCTION
CONTRACT

00500. CONTRACT FORM

THIS IS A CONTRACT, made, entered into, and fully executed on this _____ day of _____, 20____, by and between The City of Hallandale Beach, hereinafter referred to as CITY and L.C.C.I. Construction, LLC, 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 # FY 2015-2016 014: 41ST YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC WORKS IMPROVEMENTS GRADING AND STORM DRAINAGE PROJECT,** which is hereby incorporated and made part of this Agreement by reference and Proposal submitted by CONTRACTOR, which is hereby incorporated and made part of this Agreement by reference.

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.

DRAFT

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.

1.3 DOMESTIC PARNTER BENEFITS REQUIREMENT

As part of the BID CONTRACTOR certified, by providing the Domestic Partnership Certification Form, that upon award of a Contract it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

CONCTRACTOR shall comply with the applicable provisions of this section.

(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 2

CONTRACT TIME

2.1 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.

DRAFT

2.2 Time is of the essence in this Contract. The contractor will have fifteen (15) calendar days from Project initiation date specified in the Notice to Proceed for approved shop drawings and to complete all required permits. There will be a procurement period of twenty-one (21) calendar days from the Project initiation date specified in the Notice to Proceed. The work shall be substantial completed within fifty (50) 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 eighty (80) 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 Five Hundred Dollars ($500.00) 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 Five Hundred Dollars ($500.00) 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.

DRAFT

3.2 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 Contract price of $(103,688.22), in words (One hundred three thousand, six hundred eighty eight dollars and twenty two cents).

The Contract price may include a 10% contingency amount for change orders, not to exceed City Commission Resolution #_____of $ 114,057.04 which may be authorized in accordance with applicable policies and procedures.

CONTRACTOR has accepted the following payment term for payment of all work provided during this CONTRACT:

The City of Hallandale Beach requires the acceptance of any of the following e-payable methods for all work/services rendered as a result of the award of this solicitation. Please provide your firm's preference of payment terms in the Form provided in the Form's Section of this Bid.

CONSULTANT will receive payments for all work provided during this Agreement as follows:

PAYMENT TERMS

The City of Hallandale Beach requires the acceptance of the following e-payable method for all work/services rendered as a result of the award of this solicitation.

E-payables – it is an electronic method of payment. Vendors are provided a credit card by the City's bank, SunTrust. Invoice payments will be transferred/deposited to the credit card and the vendor will receive a remittance via e-mail. The Vendor is required to swipe the card to receive the funds. Invoice payments will be processed and issued upon invoice receipt and approval.

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

DRAFT

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

DRAFT

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 that will submit a response to the bid will be required to obtain and maintain the following insurance requirements for the life of the contract. The Certificate of Insurance will be required to be provided within the time specified in the notification provided by the Procurement Department after award of contract by the Commission.

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. Contractor agrees it's coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The Operator agrees any Self-Insured-Retention or deductible shall not exceed $25,000.

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 Operator does not own automobiles, Operator 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.

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.

DRAFT

Worker's Compensation & Employer's Liability. The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance**.** (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

Additional Insured Endorsements. The Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with a CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or similar endorsement providing equal or broader Additional Insured coverage. If a CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement is provided by the Operator's Commercial General Liability, then the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.. (**Attach an actual copy of the endorsement(s)…contact your insurance agent)**.

The name of the organization endorsed as Additional Insured for all endorsement shall read "City of Hallandale Beach".

Deductibles, Coinsurance Penalties & Self-Insured Retention. Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to City, the Contractor agrees, when requested by City, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation. Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City, Contractor, sub-Contractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Operator to enter into a pre-loss agreement to waive subrogation without an endorsement, the Operator agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Operator enter into such an agreement on a pre-loss basis.

Right to Revise or Reject. Contractor agrees the City reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor

DRAFT

financial condition or failure to operating legally in the State of Florida. In such events, City shall provide Operator written notice of such revisions or rejections.

No Representation of Coverage Adequacy. The coverages, limits or endorsements required herein protect the primary interests of the City, and the Contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by City, the Contractor agrees not continue work pursuant to this Contract, unless all required insurance remains in effect.

The City shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial General Liability with a CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors – Schedule Person or Organization , or similar endorsement providing equal or greater Additional Insured coverage, or collectively the CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization and GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations, if applicable. (**Attach an actual copy of the endorsement…contact your insurance agent)**.

2. Clearly indicate the project name and project number.

3. Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.

4. Clearly indicated Certificate Holder(s) as follows:

City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, Florida 33009

5. Clearly indicate the City is endorsed as an Additional Insured on the Commercial Umbrella/Excess Liability.

6. Clearly indicate the project name and project number.

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

DRAFT

compensable or non-compensable extension of time. Tropical Storm Watches and Warnings will not automatically result in a compensable extension of time.

7.4 Suspension of the Work caused by a threatened or actual storm event, regardless of whether the CITY has directed such suspension, will entitle the CONTRACTOR to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

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.

DRAFT

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.

DRAFT

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.

DRAFT

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 insure 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.

DRAFT

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.

DRAFT

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.

DRAFT

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.

DRAFT

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.

DRAFT

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

DRAFT

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:

18.2.5.1 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:

DRAFT

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, expediters, 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%).

DRAFT

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."

DRAFT

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.

DRAFT

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 ten percent (10%) of monies earned by CONTRACTOR shall be retained by CITY until fifty percent (50%) completion of the project. After 50% completion of the project and prior to Final Payment, the Contractor may request a reduction of retainage to five percent (5%) of monies earned by CONTRACTOR. The CITY may retain amounts greater than those set forth above that are the subject of a good faith dispute pursuant to Federal Statute 255.078 (6), the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the CITY or CONTRACOR.

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:

DRAFT

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 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,

DRAFT

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.

DRAFT

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

DRAFT

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.

DRAFT

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.

DRAFT

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

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.

DRAFT

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.

ARTICLE 30
EXHIBITS

The following exhibit is hereby attached and incorporated by reference:

Exhibit B: A Boiler Plate (Guide)

DRAFT

EXHIBIT B

Hallandale Beach

PROGRESS. INNOVATION. OPPORTUNITY.

INVITATION TO BID
41ST YEAR CDBG
PUBLIC WORKS IMPROVEMENTS GRADING AND STORM DRAINAGE
BLOCK GRANT PROJECT
A BOILER PLATE (GUIDE)

PREPARED BY:
CITY OF HALLANDALE BEACH
PUBLIC WORKS DEPARTMENT
BROWARD COUNTY
AND PROCUREMENT DEPARTMENT

FEDERAL GRANT

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT (CDBG)

A BOILER PLATE (GUIDE)

FOR

City of Hallandale Beach – Public Works Improvements

Project: 41st Year CDBG- Infrastructure Improvements to Retrofit and Upgrade City's Storm Drainage System. Project consists of the installation of approximately 270 Linear feet of storm drain pipe, 5 catch basins,150 square yards of concrete sidewalks and aprons, 300square yards of asphalt pavement, landscaping including, but not limited to 300 square yards of sodding. The area is bounded by, Hallandale Beach Blvd. to the South, NW 8th Avenue to the West, NW 6th Avenue to the East and NW 5th Court to the North.

TABLE OF CONTENTS

	Page #
Supplementary Conditions	2
Required Documents prior to and after project award	3
Special Requirements of Broward County CDBG Projects	4-5
Certification of Fiscal Year 1988 Restrictions ...to Foreign Countries	6-7
Certification of Bidder Regarding Equal Employment Opportunity	8
Certification by Proposed Subcontractor regarding Equal Employment	9
Section 3 Requirements	10-11
Bidders Initial Section 3 Goals	12
Broward County Section 3 Form and income limits	13
Monthly Section 3 Compliance Report	14
Section 3 Eligible Jobs Availability Form	15
Section 3 Unavailability Certification	16
Florida Statutes	17-18
Notice to Prospective Subcontractors (non-segregated facilities)	19
Notice to Labor Unions	20
Labor Requirements	21
29 CFR 1.6 –Use and Effectiveness of wage determinations	22-24
Wage Determination Assigned by DOE	25
County Business Enterprise Program Information	26
Certification regarding prime contractor debarment	27
Certification regarding sub-contractor debarment	28
Certified Payroll, Statement of Compliance and Instructions	29-32
Federal Labor Standards Provisions	33-37
Sample Project Sign	38

SUPPLEMENTARY CONDITIONS

I. FEDERAL GRANTS PROJECTS:

By virtue of the fact that funding of this project will be delivered in full or in part from the United States government through: Housing and Urban Development (HUD).

Federal assurances must follow the grant application in addition to any and all supervening assurances set forth in Rules and Regulations published in the Federal Register or CFR.

Clauses, terms or conditions required by federal grantor agency are hereby attached and made a part of this Project Manual.

REQUIRED DOCUMENTS

THE FOLLOWING DOCUMENTS SHALL BE COMPLETED AND SUBMITTED WITH THE BID IN ORDER FOR THE BIDDER TO BE CONSIDERED RESPONSIVE:

1. BIDDER'S INITIAL SECTION 3 GOALS, **Page # 12.**

2. ELIGIBLE JOBS AVAILABILITY FORM or UNAVAILABILITY CERTIFICATION, **Page #'s 15 or 16. One of these should match to page #12.**

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SUBMITTED PRIOR TO AWARD OF CONTRACT: THESE PAGES ARE PART OF THIS BOILER PLATE

1. Certification of F. Y. 1988 Restrictions on the Award of Certain Contracts and Subcontractors to Foreign Countries, **Pages 6 through 7.**

2. Certification of Bidder Regarding Equal Employment Opportunities, (EEO) **Page 8.**

3. Certification of Proposed Subcontractor Regarding Equal Employment Opportunities (EEO), **Page 9.**

4. Broward County Section 3 Form, **Page 13.**

5. Certification of Non-Segregated Facilities, **Page 19.**

6. Notice to Labor Unions or other organizations of Workers Nondiscrimination In employment, **Page 20.**

7. Certification REGARDING PRIME CONTRACTOR DEBARMENT **Page 27**

8. Certification regarding sub-contractor(s) debarment **Page 28.**

SPECIAL REQUIREMENTS OF BROWARD COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS

1) On the 11th day of October, 1983, the Board of County Commissioners passed a Resolution approving concept of First-Source Hiring as a method to induce contractors who receive bid awards under the Emergency Jobs Bill and other Community Development Block Grant Programs, to hire unemployed residents of Broward County. The funds made available for work to be performed under this contract authorized by Public Law 98-8, commonly known as the Jobs Bill, require that these funds be obligated and disbursed as rapidly as possible so as to quickly assist the unemployed and the needy. These funds should be used to maximize the immediate creation of new employment opportunities to individuals who are unemployed at least fifteen (15) weeks out of the last twenty-six (26) weeks.

2) Prime and Subcontract Awards are crucial to the achievement of the success of this program. Therefore, the Prime Contractor shall, and shall require each subcontractor, to fulfill the County requirements by accepting referrals and interviewing eligible laborers and/or trainees as outlined in paragraph (4) below. These eligible laborers and trainees shall fill entry-level positions in the contractor's construction work force and be provided with meaningful training in order to increase the likelihood that they be absorbed into the permanent work force upon completion of the project if the contractor has entry-level positions available.

3) **FOR BIDDERS TO BE RESPONSIVE EACH MUST SUBMIT WITH THEIR BIDS THE BIDDER'S INITIAL SECTION 3 GOALS (PAGE 12). "ELIGIBLE JOBS AVAILABILITY FORM" (PAGE 15) OR THE "UNAVAILABILITY CERTIFICATION" (PAGE 16). NO FORMS WILL BE ACCEPTED AFTER THE BID DUE TIME. NO EXCEPTIONS.**

4) If the successful bidder has eligible job vacancies available, it is the bidder's responsibility to contact Workforce One at least two (2) weeks before the commencement of construction in order to obtain job recruitment referrals.

5) **To obtain a list of job recruitment referrals the contractor shall contact:** Workforce One, 2610 W. Oakland Park Boulevard, Fort Lauderdale, Florida 33311. Telephone (954) 677-5627 or visit their website at www.wf1broward.com

6) In the event of the occurrence of any vacancy of eligible job positions at any time during the project, the contractor shall immediately contact Workforce One for new referrals in order to fill those vacancies.

7) In the event that Workforce One is unable to provide referrals in a timely manner, upon notification from the contractor, the contractor shall immediately notify the County who shall provide the contractor with a contact name at the Florida State Employment Service.

8) Contractor shall refer all entry-level job applicants contacting him directly to Workforce One for determination for their eligibility.

9) Contractor may obtain from Workforce One or the Community Development Division information regarding wage subsidies and tax credits as related to the employment to

low income persons and residences of enterprise zones.

10) Contractor shall include, or cause to be included, in all subcontracts covering any of the work covered by this contract, the requirements applicable to the Contractor and appearing herein. The requirements for subcontractors only apply to labor and installation subcontracts and exclude materials and supplies subcontracts.

11) Nothing herein shall be construed to require or warrant the award of a bid to a Prime Contractor when it is not the lowest responsive bid when two (2) or more bidders either meet the requirements or certify that no entry level positions are available.

12) Nothing herein shall be construed to require a Prime Contractor to award a subcontract bid if it is not the lowest responsive bid.

13) Nothing herein shall be construed to indicate that a higher level of Jobs Bill Involvement will give the bidder the right of award over other bidders who have agreed to accept referrals form Workforce One. However, when all elements of a bid are substantially equal, the number of entry-level positions available may be used to break ties.

14) **DEFINITIONS**

a. **Laborer:** Includes at least those workers whose duties are manual or physical in nature, including those workers who use tools or who are performing the work of trade

b. **Trainee:** Includes a person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the United States Department of Labor and Employment Training Administration as meeting its standards for the on-the-job training programs which have been certified by that Administration.

CERTIFICATION OF FISCAL YEAR 1988 RESTRICTIONS ON THE AWARD OF CERTAIN CONTRACTS AND SUB-CONTRACTS TO FOREIGN COUNTRIES

This certification is to verify that the offeror 1) is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S. Trade Representative (USTR); 2) has not or will not enter into any subcontract with a subcontractor or a foreign country included on the USTR list, and 3) will not provide any product of a country included on the USTR list. These prohibitions also apply to certain products used in these activities, such as affixed equipment, electronics, utilities, and instruments.

Grantees or subgrantees recipients entering into contract for construction, alteration, or repair of any public building or public work project subject to the prohibitions described in this Notice shall include the following provision in all such contracts:

Restriction on Public Building and Public Works Projects.

Definitions.

"Component" as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Product", as used in this clause, means construction materials - i.e. articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product BROWARD COUNTY will consider a product as product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mine, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

"Contractor or subcontractor of a foreign country", as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

1. If 50 percent or more of the contractor or subcontractor is owned by a citizen or national of the foreign country;

2. If the title of 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;

4. If 50 percent of more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country.

4. In the case or partnership, if any general partner is a citizen of the foreign country;

5. In the case of a corporation, if its president or other chief executive officer or the chairman or its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizen of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

6. In the case of a contractor or subcontractor who is a joint venture, if any participation firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a) (1) through (5) of this clause.

_____ _____

Contractor Signature Date

(a) Restrictions

The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firm published by the United States Trade Representation (See Paragraph (c) of this clause), or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. forms published by the USTR.

(b) USTR List

The USTR published a list in the Federal Register in accordance with section 109(c) of publication L 100-202 where countries can be added or deleted.

(c) Certification

The Contractor may rely upon the certification of a prospective subcontractor that is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contractor are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

(d) Subcontracts

The Contractor shall incorporate this clause, modified only for the purpose of property identifying the parties, in all subcontracts. This paragraph (e) shall also be incorporated in all subcontracts.

For additional information see Federal Register Vol.53, No. 53, No. 116, Pages 22569-22573.

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bids or prospective contractor, or any of their proposed subcontractors, should state as an initial part of the bid or negotiations of the contract whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the Certification indicates that the apparent successful bidder has not filed a compliance report due under applicable instructions, bidder shall submit a compliance report prior to award. NO CONTRACT SHALL BE AWARDED UNLESS SUCH REPORT IS SUBMITTED.

CERTIFICATION BY BIDDER

BIDDER'S NAME:_____

ADDRESS: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes_____ No_____

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes_____ No_____

3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100. Yes_____No_____

   If answer to item 3 is "No", please explain in detail on reverse side of this certification.

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

_____ _____

Name of Prime Contractor Project No. /Project Name

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bids of prospective contractor, or any of their proposed subcontractors, should state as an initial part of the bid or negotiations of the contract whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the Certification indicates that the apparent successful bidder has not filed a compliance report due under applicable instructions, bidder shall submit a compliance report prior to award. NO CONTRACT SHLL BE AWARDED UNLESS SUCH REPORT IS SUBMITTED.

SUBCONTRACTOR'S CERTIFICATION

SUBCONTRACTOR'S NAME: _____

ADDRESS: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes_____ No _____

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes _____ No _____

3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100. Yes _____ No _____

5. If answer to any item is "No", please explain in detail below or attach a piece of paper if needed.

Certification – The information above is true and complete to the best of my knowledge and belief.

_____

Print Name

_____ _____

Signature Date

SECTION 3 REQUIREMENTS

I. ASSURANCE STATEMENT

Each applicant, recipient, contractor, and subcontractor on a Section 3 covered project shall sign the attached Section 3 Assurance of Compliance.

II. AFFIRMATIVE ACTION PLAN for UTILIZATION OF PROJECT AREA BUSINESS

Each applicant, recipient, contractor, and subcontractor preparing to undertake work pursuant to a Section 3 covered contract shall develop and implement an affirmative action plan, which shall:

(a) Set forth the approximate number and dollar value of all contracts proposed to be awarded to all businesses within each category (type or profession) over the duration of the Section 3 covered project.

(b) Analyze the information set forth in paragraph (a) and the availability of eligible business concerns within the project area doing business in professions or occupations identified as needed in paragraph (a) and <u>set forth a goal or target number and estimated dollar amount to be awarded to the eligible businesses and entrepreneurs</u> within each category over the duration of the Section 3 covered project.

(c) Outline the anticipated program to be used to achieve the goals for each business and/or professional category identified. This program should include but not be limited to the following actions:

(1) Insertion in bid documents, if any, of the affirmative action plan of the applicant, recipient, contractor, or subcontractor letting the contract; and

(2) Identification within the bid documents, if any, of the applicable Section 3 project area.

(3) Ensuring that the appropriate business concerns are notified of pending Contractual opportunities either personally or through locally utilized media. (See attached Section 135.70 excerpt).

III. BIDDING AND NEGOTIATION REQUIREMENTS

Every applicant and recipient shall require prospective contractors for work in connection with Section 3 covered projects to provide, prior to the signing of the contract, a preliminary statement of work force needs (skilled, semi-skilled, unskilled labor and trainees by category) where known, where not known, such information shall be supplied prior to the signing of any contract between contractors and their subcontractors. Consideration should be given to those contractors who will have training and employment opportunities for project area residents.

When a bidding procedure is used to let the contract, the invitation or Solicitation for bids shall advise prospective contractors of the requirements of these regulations.

Plan for utilization of project area business should be inserted in the bid documents by applicant, recipient and contractors. The recipient must have indicated therein that Section 3 applies to the project and what is expected of them. All contractors who bid a job must show in their bid what they will do to implement Section 3. They must in the bid commit themselves to a goal and show what they intend to do to reach that goal. When the bids are opened, they must be evaluated in terms of the bidders' responsiveness to Section 3. A bid which lacks a commitment to Section 3 or which lacks a goal or plan to reach a goal may be judged nonresponsive.

Applicants, recipients and contractors will ensure that the attached Section 3 Clause and Assurance of Compliance are made a part of all contracts.

In implementing its affirmative action plan, each applicant, recipient, contractor, or subcontractor shall make a good faith effort to achieve its goal or target number and estimated dollar amount of contracts to be awarded to the eligible business and entrepreneurs within category over the duration of the Section 3 covered project.

IV. UTILIZATION OF LOWER INCOME RESIDENTS AS TRAINEES & EMPLOYEES

Each applicant, recipient, contractor or subcontractor undertaking work in connection with a Section 3 covered project shall make a good faith effort to fill all vacant training and occupational category positions with lower income project area residents.

BIDDER'S INITIAL SECTION 3 GOALS

1. The Bidder agrees to comply with Section 3 of the Housing and Urban Development Act of 1968.

2. The Bidder estimates that there will be _____ new employees hired during the performance of this contract. Furthermore, should this contract be let to the Bidder, the Bidder agrees to delineate work force needs (skilled, semi-skilled, unskilled, labor and trainees) by category.

3. Of these new employees, the Bidder plans to hire at least ____% (percent) from the Section 3 Covered Area (Broward County).

I, _____(please print), as an Authorized Officer of the Bidder, do hereby acknowledge that we are aware of the requirements under Section 3 of the Housing and Urban Development Act of 1968 and will abide by them. We further agree to abide by this Affirmative Action Plan to the greatest extent feasible and realize that should we be awarded the contract, Broward County Community Development Division will monitor the project to assure compliance with this plan.

Company Name: _____

Business Address: _____

_____
Employer Federal ID #

_____ _____
Printed Name **Signature**

_____
Date

BROWARD COUNTY SECTION 3 FORM

Name of Project: _____

Amount of Contract: $ _____

Prime Contractor: _____

Address: _____

Will you hire new employees as a result of this contract? Yes [ ] No [ ]

Background:

Section 3 of the Housing and Community Development ct of 1968, as amended, requires that when employment or contract opportunities are generated because of a project or activity undertaken by a recipient or HUD financial assistance necessitates the employment of additional personnel through individual hiring or the awarding of contracts for the work, the recipient must give preference in hiring low and very low-income persons. Section 3 requires that recipients not only include low and very low-income persons in their recruitment and solicitation efforts, but that, in fact, extra or greater efforts be undertaken to these persons aware of the existence of economic opportunities, encourage their application for these opportunities, and facilitate the employment or, or award of contract to these persons.

A Section 3 resident is defined as:

- A public housing resident: or
- An individual who resides in the metropolitan county in which the Section 3 covered assistance is expended and who is: (1) a low-income person; or (ii) a very low-income person

Check all that apply (you must check at least one (1) of the following):
Refer to the Income Limits Chart for Broward County below to determine if your total household income is at or below the low-income limit depending upon the total number of persons residing in the household.

☐ Your business is at least 51% or more owned by Section 3 residents.

☐ At least 30% of your permanent, full-time workforce employees are comprises of current Section 3 residents.

☐ At least 30% of your permanent, full-time workforce employees who within the 3 years of employment with your business were Section 3 residents.

☐ Your business will provide evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontractors to be awarded to businesses which meet the above qualifications.

☐ My business does not meet any of the above qualifications and I cannot commit to subcontract in excess of 25% of the dollar award of all subcontractors to be awarded to businesses which do meet the above qualifications.

2015 INCOME CATEGORY CHART FOR BROWARD COUNTY, FLORIDA, effective March 6, 2015

Family Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low Income 50% of median	$24,200	$27,650	$31,100	$34,550	$37,350	$40,100	$42,850	$45,650
Low Income 80% of median	$38,750	$44,250	$49,800	$55,300	$59,750	$64,150	$68,600	$73,000

MONTHLY SECTION 3 COMPLIANCE REPORT

CONTRACTOR: _____

SUBCONTRACTOR: _____
(If applicable)

PROJECT NAME: _____

for the MONTH of _____, Year _____

This report is required of all contractors/subcontractors having contracts which are funded in whole or in part with Community Development Block Grant funds. This report must be submitted to the Broward County Community Development Division no later than ten (10) days after the end if the reported month.

Please answer the following questions accurately and completely:

1. How many new employees were hired to work on this project during the month? _____

2. Of those hired during the month, how many were residents of the Section 3 Covered Area (Broward County)? _____

I, _____ (please print), do hereby certify that the above information is true and correct. I further certify that we have been informed of and understand our responsibilities in utilizing Section 3 Covered Area businesses and residents during performance of our contract.

_____ _____
Date Signature & Title

SECTION 3
ELIGIBLE JOBS AVAILABILITY FORM

_____	_____	_____
(Name of Contractor)	(Contract No.)	(Location)

Available Entry Level Jobs	Salary Level	Maximum Duration of Employment
1.		
2.		
3.		

The undersigned agrees to accept referrals from Workforce One and to interview referrals for the above-designated positions.

(If incorporated sign here)

ATTEST

_____
CONTRACTOR

_____
Secretary

By_____

(CORPORATE SEAL)

(If not incorporated sign here)

WITNESSES:

_____
CONTRACTOR

_____

_____

By_____

SECTION 3
UNAVAILABILITY CERTIFICATION

I, _____, _____
(Title)

of _____
(Prime Contractor)

Certify that the undersigned does not have any entry-level jobs available. However, should such jobs become available during the project period, the undersigned agrees to accept referrals from Workforce One to interview these referrals for the available positions.

(If incorporated sign here)

ATTEST

_____
CONTRACTOR

_____
Secretary

By _____

(CORPORATE SEAL)

(If not incorporated sign here)

WITNESSES:

_____
CONTRACTOR

_____

_____

By _____

FLORIDA STATUTES

Title XLI Statute of Frauds, Fraudulent Transfers, And General Assignments Chapter 725
Unenforceable Contracts View Entire Chapter

725.06 Construction contracts; limitation on indemnification

Any portion of any agreement or contract for or in connection with, or and guarantees of or in connection with, any construction, alteration, repair, or demolition of a building, structure , appurtenance, or appliance, including moving and excavating associated therewith, between an owner of real property and an architect, engineer, general contractor, subcontractor, sub-subcontractor, or materialman or an combination thereof wherein any party referred to herein promises to indemnify or hold harmless the other party to the agreement, contract , or guarantee for liability for damages to persons or property caused in whole or in part by any act, omission, or default of the indemnitee arising from the contract or its performance, shall be void and unenforceable unless the contract contains a monetary limitation on the extent of the indemnification that hears a reasonable commercial relationship to the contract and is part of the project specifications or bid documents, if any. Notwithstanding the foregoing, the monetary limitation on the extent of the indemnification provided to the owner of real property by any party in privity of contract with such owner shall not be less than $1 million per occurrence, unless otherwise agreed by the parties. Indemnification provisions in any such agreements, contracts, or guarantees may not require that the indemnitor indemnify the indemnitee for damages to persons or property caused in whole or in part by ay act, omission, or default of a party other than:

(a) The indemnitor;

(b) Any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees; or

(c) The indemnitee or its officers, directors, agents, or employees. However, such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the indemnitee or its officers, directors, agents or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the indemnitor or any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents or any tier of their respective employees.

(2) A construction contract for a public agency or I connection with a public agency's project may require a party to that contract to indemnify and hold harmless the other party to the contract, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

(A) A Certification of Nonsegregated Facilities, as requested by the May 9, 1967, Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a federally assisted Construction Contract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. A certification form is enclosed with the Bid Proposal Form and should be submitted with each CONTRACTPOR'S BID, but must be submitted prior to award.

(B) CONTRACTORS receiving federally assisted Construction Contract awards exceeding $10,000.00 which are not exempt from the provision of the Equal Opportunity clause will be required to provide for the forwarding of the following Notice to Prospective Subcontractors for supplies and construction contracts where the subcontracts exceed $10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) Certification of Nonsegregated Facilities, as required by the May 1967, Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a federally assisted Construction Contract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.

(b) CONTRACTORS receiving subcontract awards exceeding $10,000.00 which are not exempt from the provision of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

(c) A Certification for regarding Equal Employment Opportunity is also enclosed with the Bid Proposal Form and should be submitted by the CONTRACTOR with his bid, but must be submitted prior to award.

(d) The Notice to Labor Unions on the following page shall be forwarded by the CONTRACTOR in accordance with Paragraph 3 of Nondiscrimination Provisions to be included in Federally Assisted Construction Contracts.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NON-SEGREGATED FACILITIES

A Certification of Nonsegregated Facilities, as required by the May 9, 1967 Order (32 F.R. 7439 May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor must be submitted prior to the award of a subcontract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. The Certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____ _____

Signature of Bid
Prospective Contractor

_____

ADDRESS (including zip code)

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

TO: _____
(Name of Union or Organization of Workers)

The undersigned currently holds contract(s) with

_____
(Name of Applicant)

Involving funds or credit of the U.S. Government of (a) subcontract (s) with prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and In accordance with Executive Order 11246, dated September 4, 1965, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate includes, but is not limited to the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished to you pursuant to the provisions of the above contract(s) and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

_____

_____

_____
(Contractor or Subcontractor)

_____
(Date)

LABOR REQUIREMENTS (Applicable to all Prime and Sub-contractors)

Grantees must comply with certain regulations on wage and labor standards. In the case of Davis-Bacon and the Contract Work Hours and Safety Standards Acts, every construction (in the case of residential construction, projects with eight or more units) triggers the requirements.

- Davis-Bacon and Related Acts (40 USC 276(a)-7): Ensures that mechanics and laborers employed in construction work under Federally assisted contracts are paid wages and fringe benefits equal to those that prevail in the locality where the work is performed. This act also provides for the withholding of funds to ensure compliance, and excludes from wage requirements apprentices enrolled in bona fide apprenticeship programs.

- Contract Work House and Safety Standards Act, as amended (40 USC 327-333): Provides that mechanics and laborers employed on Federally assisted construction jobs are paid time and one-half for work in excess of 40 hours per week, and provides for the payment of liquidated damages where violations occur. This act also addresses safe an health working conditions.

- Copeland (Anti-Kickback) Act (40 USC 276c): Governs the deductions from paychecks that are allowable. Makes it a criminal offense to induce anyone employed on a Federally assisted project to relinquish any compensation to which he/she is entitled, and requires all contractors to submit weekly payrolls and statements of compliance.

- Fair Labor Standards Act of 1938. As Amended (26 USC 201.et.seq.): Establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one-half. It also requires the payment of wages for the entire time that an employee is required or permitted to work, and establishes child labor standards.

Responsibility of the Prime Contractor

The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project.

Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or the Department of Labor.

29 CFR 1.6 - Use and effectiveness of wage determinations.

Section Number: 1.6
Section Name: Use and effectiveness of wage determinations.

(a)(1) Project wage determinations initially issued shall be effective for 180 calendar days from the date of such determinations. If such a wage determination is not used in the period of its effectiveness it is void. Accordingly, if it appears that a wage determination may expire between bid opening and contract award (or between initial endorsement under the National Housing Act or the execution of an agreement to enter into a housing assistance payments contract under section 8 of the U.S. Housing Act of 1937, and the start of construction) the agency shall request a new wage determination sufficiently in advance of the bid opening to assure receipt prior thereto. However, when due to unavoidable circumstances a determination expires before award but after bid opening (or before the start of construction, but after initial endorsement under the National Housing Act, or before the start of construction but after the execution of an agreement to enter into a housing assistance payments contract under section 8 of the U.S. Housing Act of 1937), the head of the agency or his or her designee may request the Administrator to extend the expiration date of the wage determination in the bid specifications instead of issuing a new wage determination. Such request shall be supported by a written finding, which shall include a brief statement of the factual support, that the extension of the expiration date of the determination is necessary and proper in the public interest to prevent injustice or undue hardship or to avoid serious impairment in the conduct of Government business. The Administrator will either grant or deny the request for an extension after consideration of all of the circumstances, including an examination to determine if the previously issued rates remain prevailing. If the request for extension is denied, the Administrator will proceed to issue a new wage determination for the project.

(2) General wage determinations issued pursuant to Sec. 1.5(b), notice of which is published in the Federal Register, shall contain no expiration date.

(b) Contracting agencies are responsible for insuring that only the appropriate wage determination(s) are incorporated in bid solicitations and contract specifications and for designating specifically the work to which such wage determinations will apply. Any question regarding application of wage rate schedules shall be referred to the Administrator, who shall give foremost consideration to area practice in resolving the question.

(c)(1) Project and general wage determinations may be modified from time to time to keep them current. A modification may specify only the items being changed, or may be in the form of a supersede wage determination, which replaces the entire wage determination. Such actions are distinguished from a determination by the Administrator under paragraphs (d), (e) and (f) of this section that an erroneous wage determination has been issued or that the wrong wage determination or wage rate schedule has been utilized by the agency.

(2)(i) All actions modifying a project wage determination received by the agency before contract award (or the start of construction where there is no contract award) shall be effective except as follows:
(A) In the case of contracts entered into pursuant to competitive bidding procedures, modifications received by the agency less than 10 days before the opening of bids shall be effective unless the agency finds that there is not a reasonable time still available before bid opening, to notify bidders of the modification and a report of the finding is inserted in the contract file. A copy of such report shall be made available to the Administrator upon request. No such report shall be required if the modification- is received after bid opening.

(B) In the case of projects assisted under the National Housing Act, modifications shall be effective if received prior to the beginning of construction or the date the mortgage is initially endorsed, whichever occurs first.

(C) In the case of projects to receive housing assistance payments under section 8 of the U.S. Housing Act of 1937, modifications shall be effective if received prior to the beginning of construction or the date the agreement to enter into a housing assistance payments contract is executed, whichever occurs first.

(ii) Modifications to project wage determinations and supersede wage determinations shall not be effective after contract award (or after the beginning of construction where there is no contract award).

(iii) Actual written notice of a modification shall constitute receipt.

(3) All actions modifying a general wage determination shall be effective with respect to any project to which the determination applies, if notice of such actions is published before contract award (or the start of construction where there is no contract award), except as follows:

(i) In the case of contracts entered into pursuant to competitive bidding procedures, a modification, notice of which is published less than 10 days before the opening of bids, shall be effective unless the agency finds that there is not a reasonable time still available before bid opening to notify bidders of the modification and a report of the finding is inserted in the contract file. A copy of such report shall be made available to the Administrator upon request. No such report shall be required if notice of the modification is published after bid opening.

(ii) In the case of projects assisted under the National Housing Act, a modification shall be effective if notice of such modification is published prior to the beginning of construction or the date the mortgage is initially endorsed, whichever occurs first.

(iii) In the case of projects to receive housing assistance payments under section 8 of the U.S. Housing Act of 1937, a modification shall be effective if notice of such modification is published prior to the beginning of construction or the date the agreement to enter into a housing assistance payments contract is signed, whichever occurs first.

(iv) If under paragraph (c) (3) (i) of this section the contract has not been awarded within 90 days after bid opening, or if under paragraph
(c)(3)(ii) or (iii) of this section construction has not begun within 90 days after initial endorsement or the signing of the agreement to enter into a housing assistance payments contract, any modification, notice of which is published in the Federal Register prior to award of the contract or the beginning of construction, as appropriate, shall be effective with respect to that contract unless the head of the agency or his or her designee requests and obtains an extension of the 90-day period from the Administrator. Such request shall be supported by a written finding, which shall include a brief statement of the factual support, that the extension is necessary and proper in the public interest to prevent injustice or undue hardship or to avoid serious impairment in the conduct of Government business. The Administrator will either grant or deny the request for an extension after consideration of all the circumstances.

(v) A modification to a general wage determination is "published" within the meaning of this section on the date of publication of notice of such modification in the Federal Register, or on the date the agency receives actual written notice of the modification from the Department of Labor, whichever occurs first.

(vi) A supersede wage determination or a modification to an applicable general wage determination, notice of which is published after contract award (or after the beginning of construction where there is no contract award) shall not be effective.

(d) Upon his/her own initiative or at the request of an agency, the Administrator may correct any wage determination, without regard to paragraph (c) of this section, whenever the Administrator finds such a wage determination contains clerical errors. Such corrections shall be included in any bid specifications containing the wage determination, or in any on-going contract containing the wage determination in question, retroactively to the start of construction.

(e) Written notification by the Department of Labor prior to the award of a contract (or the start of construction under the National Housing Act, under section 8 of the U.S. Housing Act of 1937, or where there is no contract award) that: (1) There is included in the bidding documents or solicitation the wrong wage determination or the wrong schedule or that (2) a wage determination is withdrawn by the Department of Labor as a result of a decision by the Administrative Review Board, shall be effective immediately without regard to paragraph (c) of this section.

(f) The Administrator may issue a wage determination after contract award or after the beginning of construction if the agency has failed to incorporate a wage determination in a contract required to contain prevailing wage rates determined in accordance with the Davis Bacon Act, or has used a wage determination which by its terms or the provisions of this part clearly does not apply to the contract. Further, the Administrator may issue a wage determination which shall be applicable to a contract after contract award or after the beginning of construction when it is found that the wrong wage determination has been incorporated in the contract because of an inaccurate description of the project or its location in the agency's request for the wage

determination. Under any of the above circumstances, the agency shall either terminate and resolicit the contract with the valid wage determination, or incorporate the valid wage determination retroactive to the beginning of construction through supplemental agreement or through change order, Provided That the contractor is compensated for any increases in wages resulting from such change. The method of incorporation of the valid wage determination, and adjustment in contract price, where appropriate, should be in accordance with applicable procurement law.

(g) If Federal funding or assistance under a statute requiring payment of wages determined in accordance with the Davis-Bacon Act is not approved prior to contract award (or the beginning of construction where there is no contract award), the agency shall request a wage determination prior to approval of such funds. Such a wage determination shall be issued based upon the wages and fringe benefits found to be prevailing on the date of award or the beginning of construction (under the National Housing Act, under section 8 of the U.S. Housing Act of 1937 or where there is no contract award), as appropriate, and shall be incorporated in the contract specifications retroactively to that date, Provided, That upon the request of the head of the agency in individual cases the Administrator may issue such a wage determination to be effective on the date of approval of Federal funds or assistance whenever the Administrator finds that it is necessary and proper in the public interest to prevent injustice or undue hardship, Provided further That the Administrator finds no evidence of intent to apply for Federal funding or assistance prior to contract award or the start of construction, as appropriate. [48 FR 19533, Apr. 29, 1983, as amended at 50 FR 49823, Dec. 4, 1985]

WAGE DETERMINATION(S) ASSIGNED TO THIS PROJECT:

(Insert Wage Determination(s)

General Decision Number: FL160203 01/08/2016 FL203

Superseded General Decision Number: FL20150203

State: Florida

Construction Type: Highway

County: Broward County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUFL2013-021 08/19/2013

	Rates		Fringes	
CARPENTER	$ 16.05	+	0.00	= $16.05
CEMENT MASON/CONCRETE FINISHER, Includes Form Work	$ 15.31	+	0.00	= $15.31
ELECTRICIAN	$ 22.15	+	0.00	= $22.15
FENCE ERECTOR	$ 12.82	+	0.00	= $12.82
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 15.75	+	0.00	= $ 15.75
HIGHWAY/PARKING LOT STRIPING: Painter	$ 12.13	+	0.00	= $12.13
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman)	$ 11.94	+	0.00	= $11.94
INSTALLER - GUARDRAIL	$ 12.37	+	0.00	= $12.37
IRONWORKER, ORNAMENTAL	$ 13.48	+	0.00	= $13.48
IRONWORKER, REINFORCING	$ 16.84	+	0.00	= $16.84
IRONWORKER, STRUCTURAL	$ 16.42	+	0.00	= $16.42

LABORER (Traffic Control

Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....$ 11.57 + 0.00 = $11.57

LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....$ 11.84 + 0.00 = $11.54

LABORER: Common or General.....$ 10.76 + 0.00 = $10.76

LABORER: Flagger.....$ 12.53 + 0.00 = $12.53

LABORER: Grade Checker.....$ 12.41 + 0.00 = $12.41

LABORER: Landscape & Irrigation.....$ 9.12 + 0.00 = PER EO 13658 Min. wage $10.15

LABORER: Mason Tender - Cement/Concrete.....$ 13.91 + 3.50 = $17.41

LABORER: Pipelayer.....$ 14.61 + 0.00 = $14.61

OPERATOR: Backhoe/Excavator/Trackhoe.....$ 15.43 + 0.00 = $15.43

OPERATOR: Bobcat/Skid Steer/Skid Loader.....$ 12.88 + 0.00 = $12.88

OPERATOR: Boom.....$ 18.50 + 0.00 = $18.50

OPERATOR: Boring Machine.....$ 17.33 + 0.00 = $17.33

OPERATOR: Broom/Sweeper.....$ 13.41 + 0.00 = $13.41

OPERATOR: Bulldozer.....$ 17.07 + 0.00 = $17.07

OPERATOR: Concrete Finishing Machine.....$ 15.44 + 0.00 = $15.44

OPERATOR: Concrete Saw.....$ 13.76 + 0.00 = $13.76

OPERATOR: Crane.....$ 19.14 + 0.00 = $19.14

OPERATOR: Curb Machine.....$ 21.33 + 0.00 = $21.33

OPERATOR: Distributor.....$ 13.13 + 0.00 = $13.13

~~OPERATOR: Drill.....$ 14.78 + 0.00 = $14.78~~

OPERATOR: Forklift.....$ 16.32 + 0.00 = $16.32

OPERATOR: Gradall.....$ 14.71 + 0.00 = $14.71

OPERATOR: Grader/Blade.....$ 18.98 + 0.00 = $18.98

OPERATOR: Loader.....$ 13.84 + 0.00 = $13.84

OPERATOR: Mechanic.....$ 18.03 + 0.00 = $18.03

OPERATOR: Milling Machine.....$ 14.89 + 0.00 = $14.89

OPERATOR: Oiler.....$ 16.32 + 0.00 = $16.32

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 14.34 + 0.00 = $14.34

OPERATOR: Piledriver.....$ 17.23 + 0.00 = $17.23

OPERATOR: Post Driver (Guardrail/Fences).....$ 13.71 + 0.00 = $13.71

OPERATOR: Roller.....$ 13.10 + 0.00 = $13.10

OPERATOR: Scraper.....$ 12.01 + 0.00 = $12.01

OPERATOR: Screed.....$ 14.85 + 0.00 = $14.85

OPERATOR: Tractor.....$ 12.62 + 0.00 = $12.62

OPERATOR: Trencher.....$ 14.58 + 0.00 = $14.58

PAINTER: Spray.....$ 16.52 + 0.00 = $16.52

SIGN ERECTOR.....$ 14.23 + 0.00 = $14.23

TRAFFIC SIGNALIZATION: Traffic Signal Installation.....$ 14.74 + 0.00 = $14.74

TRUCK DRIVER: Distributor Truck.....$ 14.96 + 2.17 = $17.13

TRUCK DRIVER: Dump Truck.....$ 11.71 + 0.00 = $11.71

TRUCK DRIVER: Flatbed Truck.....$ 14.28 + 0.00 = $14.28

TRUCK DRIVER: Lowboy Truck.....$ 14.06 + 0.00 = $14.06

TRUCK DRIVER: Slurry Truck.....$ 11.96 + 0.00 = $11.96

TRUCK DRIVER: Vactor Truck.....$ 14.21 + 0.00 = $14.21

TRUCK DRIVER: Water Truck.....$ 13.22 + 0.00 = $13.22

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

==========

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) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is

based.

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

County Business Enterprise

COUNTY has established a policy relating to County Business Enterprise ("CBE") Program participation in all COUNTY Contracts. Although this Agreement does not have assigned CBE Goals or Sheltered Market participation, CONTRACTOR is encouraged to utilize local County business enterprises, where applicable.

COUNTY and CONTRACTOR agree that contractor and vendor awards to CBE are crucial to the achievement of COUNTY's CBE participation objectives. In an effort to assist COUNTY in achieving its objectives for CBE, CONTRACTOR agrees to make a good faith effort to incorporate CBE participation.

If interested in locating a small business or becoming a small business under the County's program contact Broward County Small Business Development Division at:

115 South Andrews Ave – Room A640
Fort Lauderdale, FL 33301
Phone: 954-357-6400
Fax: 954-357-6010

Or visit the website: www.broward.org/smallbusiness

Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

(d) Have not within a three-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 primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name	Project Name
Title	Project Number
Firm	
Street Address	
City, State, Zip	

24 CFR 24.510 & 24 CFR, Part 24, Appendix A

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Lower Tier Covered Transactions

(1) The prospective lower tier participant 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 Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Name	Local Government
Title	CDBG Contract Number
Firm	
Street Address	
City, State, Zip	
Date	

APPENDIX II

CERTIFIED PAYROLL, STATEMENT OF COMPLIANCE & Instructions

U.S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION

OMB No.: 1215-0149
Expires: 06-30-88

PAYROLL

(For Contractor's Optional Use; See Instruction, Form WH-347 Inst.)

NAME OF CONTRACTOR _____ OR SUBCONTRACTOR _____	ADDRESS

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND Last 4 digits of SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND TIME HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			o																	
			s																	
			o																	
			s																	
			o																	
			s																	
			o																	
			s																	
			o																	
			s																	
			o																	
			s																	
			o																	
			s																	
			o																	
			s																	

FORM WH-347 (1/68) - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Date _____

I, _____,

_____
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by_____ on the
(Contractor or subcontractor)
_____ ; that during the
(Building or work)

payroll period commencing on the _____day of _____, _____, and ending the ____ day of _____, ___, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made wither directly or indirectly to or on behalf of said

_____
(Contractor or subcontractor)

from the full weekly wages earned by any person and that no deductions have been made wither directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat, 948, 63 Stat. 108, 72 State 967; 76 State 357; 40 U.S.C. 276c), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are no less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

☐ --In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ --Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount of the required fringe benefits as listed in the contract, except as noted in Section 4 (c) below.

c. EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOV STATEMENTS MAY SUBJECT THE CONTRACTOR O SUBCONTRACTOR TO CIVIL OR CRIMINA PROSECUTION. SEE SECTION 1001 OF TITLE 18 AN SECTION 231 OF TITLE 31 OF THE UNITED STATE CODE.

U.S. DEPARTMENT OF LABOR
Wage and Hour Division
INSTRUCTIONS FOR COMPLETING THE PAYROLL FORM, WH-347

General: The use of WH-347, payroll form, is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A) as to payrolls submitted in connection with contracts subject to the Davis-bacon and related Acts.

This form meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

This payroll provides for the contractor's showing in the face of the payroll all monies paid to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll of payment to others of fringes required by the contract and not paid as cash on lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firms name and check appropriate box.
Address: Fill in you firm's address.

Column 1 - **Name, Address, and Social Security number of Employee:** The employee's full name and Social Security number must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless the address changes.

Column 2 - **Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, parts 3 and 5.

Column 3 - **Work Classifications:** List classification descriptive of work actually performed by employees. Consult classifications and minimum wage schedule set forth in contract specification. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked is maintained and shown on submitted payroll by use of separate line entries.

Column 4 - **Hours Worked:** On all contracts subject to the Contract Work Hours and Safety Standard Act enter as overtime hours all hours worked in excess of 40 hours a week. (Section 1241(a), Public Law 99-145 (99 Stat. 734) eliminated language applying the statutory overtime requirements to a workday of eight hours, effective January 1, 1986.)

Column 5 - **Total:** Self-explanatory.

Column 6 - **Rate of Pay, including Fringe Benefits:** In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, e.g., $5.00/.50. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours and Safety Standards Act. In addition to paying not less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS - Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to employees just as has always been done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate payment of approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee and insert the straight time hourly rate column of the payroll, an amount not less than the predetermined rate of each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash and paid in lieu of fringes, the overtime rate shall not be less than the sum of the basic predetermined rate, plus the half-time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate payment of fringe benefits in cash directly to the employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions
Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show the payment to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or federally assisted project an amount not less than the predetermined rate plus cash in lieu if fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - **Gross Amount Earned:** Enter gross amount earned on this project. If part of the employee's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or federally assisted project and then the gross amount earned during the week on all projects.

Column 8 - **Deductions:** Five columns are provided for showing deductions made. If more than five deductions should be involved, use first 4 columns; show the balance of deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deductions contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR Part 3. If the employee worked on other jobs in addition to this project, show actual deductions for the weekly gross wage, but indicate that deductions are based on the gross wages.

Column 9 - **Net Wages Paid for Week:** self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 U.S.C. 1001, namely, possible imprisonment for 5 years or $10,000.00 fine or both. Accordingly, the party signing this required statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the statement for describing deductions made. If all deductions made are adequately described in the "Deduction" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling our paragraph 4 of the statement.

Form WH - 347 Inst. Rev. Sept. 1987

APPENDIX I

FEDERAL LABOR STANDARDS PROVISIONS

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof @ due at time of payment computed at rates not less than those contained I the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonable anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or included during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at al times by the contractor and its subcontractors at the site of the work in a prominent and accessible [lace where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be send by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage ratr (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the office if Management and Budget under OMB Control Number 1215-0140).

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United Stares Housing Act of 1937, or under the Housing act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage

rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 12215-0017).

9II) (a) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Option Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1). U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.. The allowable ratio of apprentices to journeymen on the job site in any craft classification shll not be greater than the ratio permitted to the contractor as t the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. In the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will not longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor r subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designed may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR Part 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of

Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(i) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.129a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 1, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of .....influencing in any way the action of such Administration.....makes, utters or publishes any statement knowing the same to be false....shall be fined nor more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor of any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work House and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forth yours in such work week unless such laborer or mechanic receives compensation at a rate note less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the vent of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required of permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract of any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor of subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor for lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

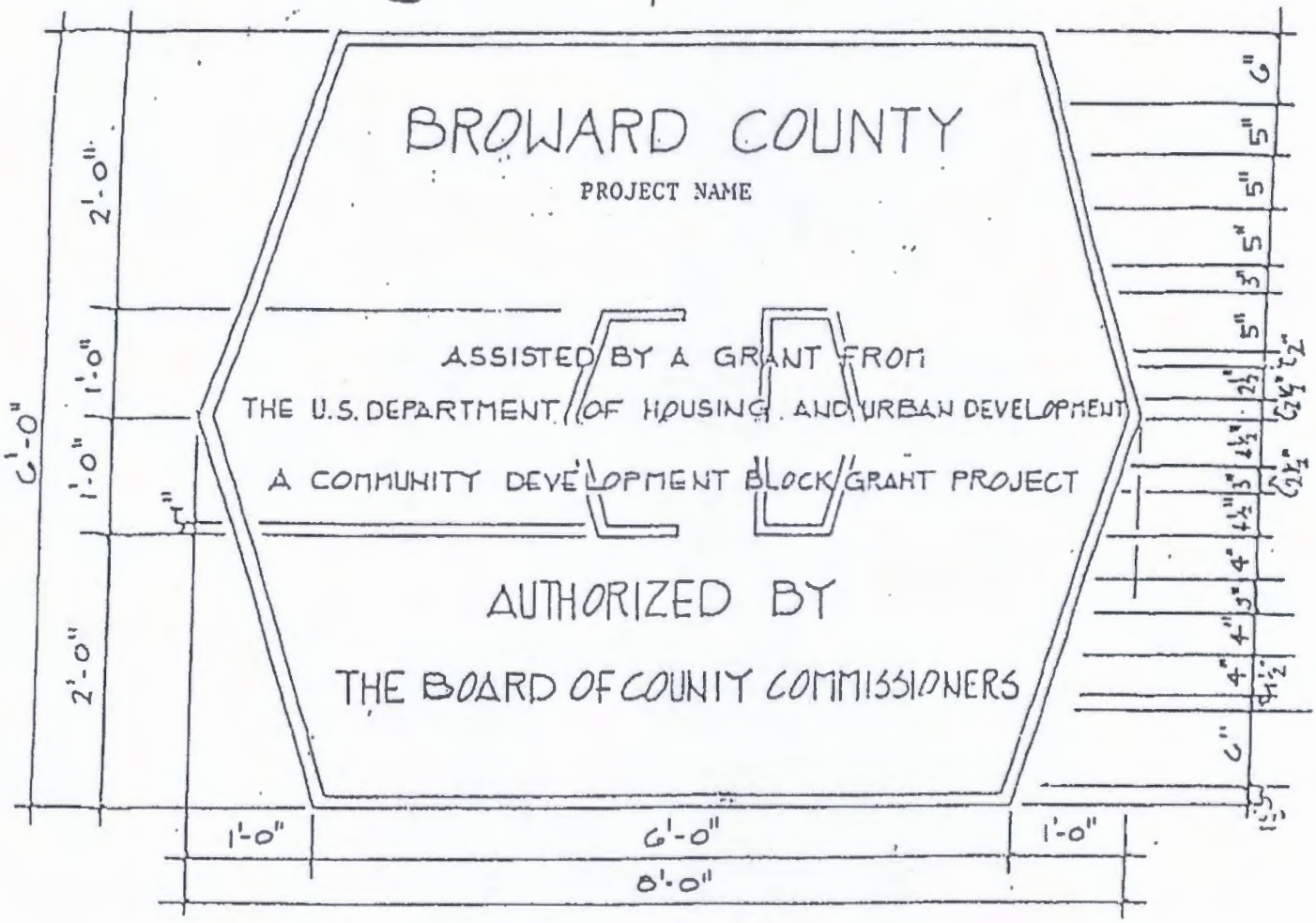
(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work House and Safety Standards Act (Public Law 91-54, 83 Stat 96.

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

PROJECT SIGN:

Contractor shall furnished and erect a sign at the project site. The sign shall be made of 3/4 inch plywood, substantially in accordance with the drawings on next page. Sign shall be placed in a prominent location and maintained in good condition until completion of the project

Sample



COMMUNITY DEVELOPMENT SIGN

SCALE: 3/4" = 1'-0"

COLORS: BACKGROUND - EGG SHELL (OFF-WHITE) BORDER AND "C" & "D" DARK GREEN LETTERING - NAVY BL

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by COMMISSION action on the _____ day of _____, 20_____, signing by and through its City Manager, duly authorized to execute same, and _____, signing by and
(name of contractor)
through its_____ duly authorized to execute same.
(title of authorized officer)

DRAFT

CITY

ATTEST: CITY OF HALLANDALE BEACH

_____ By_____
City Clerk Daniel Rosemond, City Manager

_____ Day of _____, 20_____.

Approved as to form by
City Attorney

By _____
V. Lynn Whitfield, City Attorney

DRAFT

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

(If incorporated sign below).

CONTRACTOR

ATTEST: _____
(Name of Corporation)

_____ By _____
(Secretary) (Signature and Title)

(Corporate Seal) _____
(Type Name and Title Signed Above)

____ day of _____, 20___.

(If not incorporated sign below).

CONTRACTOR

WITNESSES:

_____ _____
(Name)

_____ By _____
(Signature)

_____
(Typed Name Signed Above)

_____ day of _____, 20____.

CITY REQUIRES THREE (3) FULLY-EXECUTED CONTRACTS.

DRAFT

FORM CERTIFICATE OF INSURANCE

A form Certificate of Insurance will be provided as specified in the Bid and/or RFP.

DRAFT

FORM OF PERFORMANCE AND PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS:

That we _____,
as Principal, hereinafter called CONTRACTOR, and _____, as
Surety, are bound to the City of Hallandale Beach, Florida, as Obligee, hereinafter called CITY in the amount of _____
Dollars ($_____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No.: , awarded the _____
day of _____, 20_____, with CITY for _____
_____ for which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs the Contract between the CONTRACTOR and the CITY for Public Work Improvements for the _____, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, materials, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the Contract; and

3. Pays CITY all losses, damages, expenses, costs and attorneys fees including appellate proceedings, that CITY sustains because of default by CONTRACTOR under the Contract: and

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

   This Bond shall continue in effect for one year after completion and acceptance of the work. The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

DRAFT

Whenever CONTRACTOR shall be, and declared by CITY to be, in default under the Contract, the CITY having performed CITY'S obligations thereunder, the surety may promptly remedy the default, or shall promptly:

4.1. Complete the Contract in accordance with its terms and conditions; or

4.2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the CITY elects, upon determination by the CITY and Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the CITY named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

DRAFT

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

Signed and sealed this _____ day of _____, 20_____.

ATTEST:

_____
(Name of Corporation)

_____
(Secretary)

By _____
(Signature and Title)

(Corporate Seal)

_____
(Type Name and Title Signed Above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

_____

By _____
Agent and Attorney-in-Fact

_____

Address: _____
(Street)

_____
(City/State/Zip Code)

Telephone No.: _____

DRAFT

00622. FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS $500,000 OR LESS

TO: CITY OF HALLANDALE BEACH, FLORIDA

RE: BID NUMBER: FY 2015-2016-014: 41st YEAR (CDBG) PUBLIC WORKS IMPROVEMENTS GRADING AND STORM DRAINAGE COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

Bidder:	
Name:	
Address	
City/State/Zip:	
Telephone No.	

This is to certify that, in accordance with Chapter 85-104, Laws of Florida (HB 1266), the insurer named above:

Holds a Certificate of Authority authorizing it to write Surety Bonds in the State of Florida.

Holds a current valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

_____ _____

(Date Signed) Agent and Attorney-in-Fact

DRAFT

AFFIDAVIT

STATE OF FLORIDA)
) SS.
COUNTY OF)

BEFORE ME this day personally appeared _____, Agent and Attorney-in-Fact of _____, who, being duly sworn, executed the foregoing instrument and acknowledged to and before me the truthfulness and accuracy of the statements in the foregoing instrument.

_____
Signature of Person Making Affidavit

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__.

_____
Notary Public
State of Florida

My commission expires:

DRAFT

00825. CERTIFICATE OF SUBSTANTIAL COMPLETION:

PROJECT:
(name, address)

CITY ENGINEER:

BID/CONTRACT NUMBER:

TO (CITY):

CONTRACTOR:

CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the work or designated portion thereof is the date certified by the CITY ENGINEER when construction is sufficiently complete, in accordance with the Contract Documents, so the CITY can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the CONTRACTOR and verified and amended by the CITY ENGINEER, is attached hereto. The failure to include any items

DRAFT

on such list does not alter the responsibility of the CONTRACTOR to complete all work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed in writing.

_____ _____ _____

CONTRACTOR BY DATE

THE CONTRACTOR will complete or correct the work on the list of items attached hereto within from the above Date of Substantial Completion.

_____ _____ _____

CITY ENGINEER BY DATE

The CITY, through the City's Project Manager, accepts the work or designated portion thereof as substantially complete and will assume full possession thereof at

(time)

on

(date).

CITY OF HALLANDALE BEACH _____

BY CITY MANAGER DATE

_____

The responsibilities of the CITY and the CONTRACTOR for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows:

DRAFT

00826. FINAL CERTIFICATE OF PAYMENT:

PROJECT:
(name, address)

CITY ENGINEER:

BID/CONTRACT NUMBER:

TO (CITY):

CONTRACTOR:

CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

The Work required by this Contract has been reviewed and the undersigned certifies that the Work has been completed in accordance with the provision of this Contract and is accepted under the terms and conditions thereof.

_____ _____ _____
CITY ENGINEER BY DATE

The CITY, through the CITY ENGINEER and the City's Project Manager, accepts the work as fully complete and will assume full possession thereof at

(time)

on

(date)

CITY OF HALLANDALE BEACH _____
BY CITY MANAGER DATE

DRAFT

00830. FORM OF FINAL RECEIPT:

{The following for will be used to show receipt of final payment for this Contract}.

FINAL RECEIPT FOR CONTRACT NO. _____

Received this _____ day of _____, 20_____,
from City of Hallandale Beach, the sum of _____
Dollars ($_____) as full and final payment to the CONTRACTOR for all work and materials for the Project described as:

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

The CONTRACTOR hereby indemnifies and releases City of Hallandale Beach from all liens and claims whatsoever growing out of the said Contract or Project.

The CONTRACTOR hereby certifies that all persons doing work upon or furnishing materials or supplies for the said improvements under the foregoing Contract have been paid in full.

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

{If incorporated sign below}

CONTRACTOR

ATTEST: _____
(Name)

_____
(Secretary)

By: _____
(Title)

(CORPORATE SEAL)

Date: _____

{If not incorporated sign below}

DRAFT

CONTRACTOR

WITNESS:

_____

_____

_____
(Name)

By: _____

Date: _____

DRAFT