

RESOLUTION NO. 2006 - 072

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, DENYING THE CHRIST COVENANT CHURCH SITE PLAN MODIFICATION; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the Christ Covenant Church site plan is described as that portion of tract 50 in section 25, TWP 50, S, range 39 E, according to the plat of the Everglades Land Company's subdivision of sec. 36 and South one-half (S ½) of section 25, TWP. 50 S, range 39 E, as recorded in PB1, PG53, of the public records of Dade County, Florida that lies within that of the West one-half (W ½) of the North two-thirds (N 2/3) of the South three-fourths (S ¾) of the Northwest quarter of the Southeast quarter (SE ¼) of the Southeast one-quarter (SE ¼) of section 25, TWP 50, S, range 39 E lying South of the right-of-way line of the South New River Canal, together with all of lot 1, BLK 4, Alamo Country Est, PB 89 / PG 50 Broward County public records said lands lying and situate in Broward County, Florida and containing 174,693 square feet, 4.01 acres more or less; having the address of 4700 SW 188 Avenue Southwest Ranches, Florida, 33332; and

WHEREAS, the property is generally located at the southeast corner of Griffin Road and SW 188th Avenue; and

WHEREAS, the property is zoned Community Facility and has a Rural Ranch land use; and

WHEREAS, the applicant is requesting a site plan modification to allow a 1,936 square foot 27 foot multi-use building, to enclose the existing 390 square-foot patio of the administration building, to install a port-o-cochere covering a proposed pick-up/drop-off lane on the south side of the existing worship building, to install two monument signs one at the corner of Griffin Road and SW 186th Avenue and one at the entrance to the site on S.W. 188th Avenue, and to amend the use of the administration building to include a second worship area;

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. That, at a duly noticed public hearing held on June 8th, 2006, following the review of the staff report and all written and oral evidence received during the advertised public hearing, the Town Council hereby denies the Christ Covenant Church site plan modification finding that the applicant has failed to demonstrate by competent substantial evidence that the criteria and requirements of the Town of Southwest Ranches Unified Land Development Code have been satisfied.

Section 3. The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

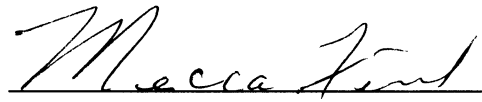
Section 4. This Resolution shall become effective immediately upon adoption.

DENIED by the Town Council of the Town of Southwest Ranches, Florida, this 8th day of June 2006, on a motion to deny made by Council Member Forest Blanton and seconded by Council Member Jeff Nelson.

Fink	<u>N</u>
Knight	<u>Y</u>
Blanton	<u>Y</u>
Maines	<u>Y</u>
Nelson	<u>Y</u>

Ayes	<u>4</u>
Nays	<u>1</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

[Signatures on Following Page]




Mecca Fink, Mayor

ATTEST:


Susan A. Owens, Town Clerk

Approved as to Form and Correctness:


Gary A. Poliakoff, J.D., Town Attorney
FTL_DB: 993852_1


Section 3: The Town Council of the Town of Southwest Ranches hereby approves the Agreement, attached hereto as Exhibit "A" between the Town of Southwest Ranches and Weekley Asphalt Paving, Inc., for road resurfacing services on East Palomino Drive, for an amount not to exceed \$81,110.55.

Section 4: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

Section 5: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 3rd day of November, 2005, on a motion by Council Member Aster Knight and seconded by Council Member Don Maines.


Fink	<u>Y</u>	Ayes	<u>5</u>
Blanton	<u>Y</u>	Nays	<u>0</u>
Knight	<u>Y</u>	Absent	<u>0</u>
Maines	<u>Y</u>	Abstaining	<u>0</u>
Nelson	<u>Y</u>		


Mecca Fink, Mayor

ATTEST:


Susan A. Owens, Town Clerk

Approved as to Form and Correctness:


Gary A. Poliakoff, J.D., Town Attorney
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**CONTRACT DOCUMENTS
& SPECIFICATIONS FOR**

EAST PALOMINO DRIVE RESURFACING

**FOR
THE TOWN OF SOUTHWEST RANCHES
6589 SW 160th AVENUE
SOUTHWEST RANCHES, FLORIDA 33331
Tel: 954-434-0008
Fax: 954-434-1490**

**PREPARED BY:
R.J. BEHAR & COMPANY, INC.
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FLORIDA 33332
TEL: 954-680-7771
FAX: 954-680-7781**

CERTIFICATE OF AUTHORIZATION NO. 00008365

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ATTACHMENTS

PLAN & DETAILS

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Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date, on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER: R.J. BEHAR & COMPANY, INC.

Field Order: A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 309.5 but which does not involve a change in the Contract Price or the Contract Time.

General Requirements: Sections of the Specifications.

Laws and Regulations; Laws or Regulations: Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award: The written notice by TOWN to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, TOWN will sign and deliver the Agreement.

Notice to Proceed: A written notice given by TOWN to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

OWNER: The public body or authority, corporation, association, limited partnership, firm or person (herein referred to as TOWN) with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

Partial Utilization: Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project: The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Resident Project Representative: The authorized representative of ENGINEER who is assigned to the site or any part thereof.

Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete and inspected, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 3014.9.1. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

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Supplementary Conditions: The part of the Contract Documents, if included, which amends or supplements these General Conditions.

Supplier: A manufacturer, fabricator, supplier, distributor, material-man or vendor.

Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work: Work to be paid for on the basis of unit prices.

Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Work Directive Change: A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by TOWN and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 304.2 or 304.3 or to emergencies under paragraph 306.13. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 3010.2.

Written Amendment: A written amendment of the Contract Documents, signed by TOWN and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

2 PRELIMINARY MATTERS

30.2.1 Delivery of Bonds:

When CONTRACTOR delivers the executed Agreements to TOWN, CONTRACTOR shall also deliver to TOWN such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 305.1.3.

30.2.2 Copies of Documents:

TOWN shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

30.2.3 Commencement of Contract Time; Notice to Proceed:

The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will Contract Time commence to run later than the seventy-fifth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

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30.2.4 Starting the Project:

CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

30.2.5 Before Starting Construction:

30.2.5.1 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to TOWN or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR has actual knowledge thereof or should reasonably have known thereof.

30.2.5.2 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

30.2.5.2.1 An estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

30.2.5.2.2 A preliminary schedule of Shop Drawing submissions; and

30.2.5.2.3 A preliminary schedule of values for all the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work, which will be confirmed in writing by CONTRACTOR at the time of submission.

30.2.5.3 Before any Work at the site is started, CONTRACTOR shall deliver to TOWN, with a copy to ENGINEER, certificates (and other evidence of insurance requested by TOWN), which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 305.2.1 and 305.3.

30.2.6 Pre-construction Conference:

Within twenty days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 302.5.2, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

30.2.7 Finalizing Schedules:

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 302.5.2. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve

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30.3.2.2.2 A Work Directive Change (pursuant to paragraph 3010.1). As indicated in paragraphs 3011.2 and 3012.1, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

30.3.2.3 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

30.3.2.3.1 A Field Order (pursuant to paragraph 309.5),

30.3.2.3.2 ENGINEER's approval of a Shop Drawing or sample (pursuant to paragraphs 306.14.5 and 306.14.6), or

30.3.2.3.3 ENGINEER's written interpretation or clarification (pursuant to paragraph 309.4).

30.3.3 Reuse of Documents:

Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with TOWN shall have or acquire any title to or TOWN's rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of TOWN and ENGINEER and specific written verifications or adaptation by ENGINEER.

4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

30.4.1 Availability of Lands:

TOWN shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by TOWN, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in TOWN's furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 3012. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment in accordance with all governmental and environmental protection rules and regulations. CONTRACTOR shall be responsible for the proper storage, handling, and removal of all regulated substances at no additional cost to the TOWN.

30.4.2 Physical Conditions:

30.4.2.1 Explorations and Reports:

Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 304.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

30.4.2.2 Existing Structures:

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Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 304.3.1) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 304.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

30.4.2.3 Report of Differing Conditions:

If CONTRACTOR believes that:

30.4.2.3.1 Any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 304.2.1 and 304.2.2 is inaccurate, or

30.4.2.3.2 Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 306.13), notify TOWN and ENGINEER in writing about the inaccuracy or difference.

30.4.2.4 ENGINEER's Review:

ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise TOWN in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

30.4.2.5 Possible Document Change:

If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 3010 to reflect and document the consequences of the inaccuracy or difference.

30.4.2.6 Possible Price and Time Adjustments:

In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If TOWN and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 3011 and 3012.

30.4.3 Physical Conditions - Underground Facilities:

30.4.3.1 Shown or Indicated:

The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to TOWN or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

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30.4.3.1.1 TOWN and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

30.4.3.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all 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 as provided in paragraph 306.12.1 and 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.

30.4.3.2 Not Shown or Indicated:

If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 306.13), identify the TOWN of such Underground Facility and give written notice thereof to that TOWN and to TOWN and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 306.12.1. CONTRACTOR shall be allowed a change in the Contract Price or a change of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefore as provided in Articles 3011 and 3012.

30.4.4 Reference Points:

TOWN shall provide engineering surveys to establish reference points for construction, which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of TOWN. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

5 BONDS AND INSURANCE

30.5.1 Performance and Payment Bonds:

When directed in the Notice of Award, CONTRACTOR shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached hereto.

30.5.1.1 Amount, Duration and Recording:

30.5.1.1.1 Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to the TOWN the

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completion and performance of the work covered in such Contract as well as full payment of all suppliers, materialmen, laborers, or subcontractors employed pursuant to this project. Each Bond shall be with a surety company which is qualified pursuant to 305.1.3.

30.5.1.1.2 Each Bond shall continue in effect for one year after final completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contract sum, or an additional bond shall be conditioned that CONTRACTOR will, upon notification by the TOWN, correct any defective or faulty work or materials which appear within one year after final completion of the Contract.

30.5.1.1.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, CONTRACTOR shall ensure that the bond(s) referenced above shall be recorded in the public records of Broward County and provide the TOWN with evidence of such recording.

30.5.1.2 Alternate Form of Security:

In lieu of a Performance Bond and a Payment Bond, CONTRACTOR may furnish alternate forms of security which may be in the form of cash, money order, certified check, cashier's check or unconditional letter of credit in the form furnished by the TOWN. Such alternate forms of security shall be subject to the approval of the TOWN and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by the TOWN for one year after completion and acceptance of the Work.

30.5.1.3 Qualification of Surety:

30.5.1.3.1 Bid Bonds, Performance Bonds and Payment Bonds over Five Hundred Thousand Dollars (\$500,000.00):

30.5.1.3.1.1 Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five years.

30.5.1.3.1.2 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the surety company shall provide the TOWN with evidence satisfactory to the TOWN, that such excess risk has been protected in an acceptable manner.

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- 30.5.2.1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;
- 30.5.2.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
- 30.5.2.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
- 30.5.2.4 Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;
- 30.5.2.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
- 30.5.2.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
- 30.5.2.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 305.2 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to TOWN and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 3013.7. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish TOWN with evidence of continuation of such insurance at final payment and one year thereafter.

30.5.3 Contractual Liability Insurance:

The comprehensive general liability insurance required by paragraph 305.2.1 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 306.16.1 and 306.16.2.

30.5.4 TOWN's Liability Insurance:

TOWN shall be responsible for purchasing and maintaining TOWN's own liability insurance and, at TOWN's option, may purchase and maintain such insurance as will protect TOWN against claims which may arise from operations under the Contract Documents.

30.5.5 Receipt and Application of Proceeds:

- 30.5.5.1 Any insured loss under the policies of insurance will be adjusted with TOWN and made payable to TOWN as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 305.5.2 TOWN shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interests may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

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will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute.

- 30.6.4.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 306.4.1 as applied by ENGINEER and as may be supplemented in the General Requirements.
- 30.6.4.3 ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. TOWN may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse TOWN for the charges of ENGINEER and ENGINEER's consultants for evaluating each proposed substitute.
- 30.6.5 Concerning Subcontractors, Suppliers and Others:
- 30.6.5.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to TOWN and ENGINEER as indicated in paragraph 306.5.2), whether initially or as a substitute, against whom TOWN or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.
- 30.6.5.2 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to TOWN in advance of the specified date prior to the Effective Date of the Agreement for acceptance by TOWN and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, TOWN's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and as appropriate Change Order will be issued or Written Amendment signed. No acceptance by TOWN and ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of TOWN or ENGINEER to reject defective work.
- 30.6.5.3 CONTRACTOR shall be fully responsible to TOWN and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and

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organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between TOWN or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of TOWN or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

30.6.5.4 The divisions and Articles of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

30.6.5.5 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of TOWN and ENGINEER.

30.6.6 Patent Fees and Royalties:

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of TOWN or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by TOWN in the Contract Documents. CONTRACTOR shall indemnify and hold harmless TOWN and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

30.6.7 Permits:

Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. TOWN shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and TOWN shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

30.6.8 Laws and Regulations:

30.6.8.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither TOWN nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

30.6.8.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt

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written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 303.2.1. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

30.6.9 Taxes:

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

30.6.10 Use of Premises:

30.6.10.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the TOWN or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against TOWN or ENGINEER by any such TOWN or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR, shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold TOWN and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequently out of any action, legal or equitable, brought by any such other party against TOWN or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

30.6.10.2 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by TOWN. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

30.6.10.3 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

30.6.11 Record Documents:

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 309.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work,