RESOLUTION NO. 2027-001

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH WEEKLEY ASPHALT PAVING, INC. FOR CONSTRUCTION OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION IMPROVEMENT PROJECT IN THE AMOUNT OF THREE MILLION FOUR HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS AND TEN CENTS ($3,463,285.10); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 2, 2026, the Town advertised Invitation for Bid 26-012 ("IFB"), Resurfacing and Swale Regrading; and

WHEREAS, the Bid Schedule is composed of the following components: Base Bid Area No. 1 – Stirling Road, SW 61 Street, SW 62 Street, SW 63 Manor, SW 64 Street, and SW 69 Street; and Base Bid Area No. 2 – SW 164 Terrace, SW 163 Avenue, SW 162 Avenue, SW 53 Street, and SW 49 Street; and

WHEREAS, bidders provided pricing for both Base Bid Areas for evaluation purposes, and the Total Base Bid consists of the combined price of Base Bid Area No. 1 and Base Bid Area No. 2; and

WHEREAS, after reviewing the bids, Weekley Asphalt Paving, Inc. was determined to be the lowest responsible and responsive bidder in accordance with the terms of the IFB and the Town's Procurement Code; and

WHEREAS, Weekley Asphalt Paving, Inc.'s total Base Bid is Two Million One Hundred Fifty-Six Thousand Five Hundred Sixty Dollars and Sixty Cents ($2,156,560.60); and

WHEREAS, in addition to the Base Bid Areas, the Town may, at its sole discretion and subject to available funding, award one or more Add Alternate roadway segments as identified in the Bid Schedule and Contract Documents; and

WHEREAS, at the August 19, 2026 Drainage and Infrastructure Advisory Board meeting, the board passed a motion recommending approval of the Total Base Bid of Two Million One Hundred Fifty-Six Thousand Five Hundred Sixty Dollars and Sixty Cents ($2,156,560.60), plus Add Alternate #3 (Luray Road) totaling Five Hundred Sixty

Thousand Eleven Dollars and Zero Cents ($560,011.00), and Add Alternate #5 (SW 166th Avenue) totaling Seven Hundred Forty-Six Thousand Seven Hundred Thirteen Dollars and Fifty Cents ($746,713.50); and

WHEREAS, the advisory board does not recommend including swale work or sod in these two alternatives; and

WHEREAS, the Town received Four Hundred Eighty-Five Thousand Three Hundred Fifty-Eight Dollars and Zero Cents ($485,358.00) in Broward County Surtax formula allocation funding to supplement the Transportation Fund FY 2026 budgeted amount of One Million Five Hundred Eighteen Thousand Eight Hundred Two Dollars and Zero Cents ($1,518,802.00), for a total of Two Million Four Thousand One Hundred Sixty Dollars and Zero Cents ($2,004,160.00); and

WHEREAS, the FY 2026 budgeted Transportation Fund amount of Two Million Four Thousand One Hundred Sixty Dollars and Zero Cents ($2,004,160.00) was rolled into the FY 2027 budget; and

WHEREAS, the Town is also eligible to receive One Hundred Forty Thousand Seven Hundred Seventy-Two Dollars and Zero Cents ($140,772.00) in Broward County Surtax formula allocation funding to supplement the Transportation Fund FY 2027 budgeted amount of One Million Four Hundred Forty-Nine Thousand Two Hundred Twenty-Eight Dollars and Zero Cents ($1,449,228.00), totaling One Million Five Hundred Ninety Thousand Dollars and Zero Cents ($1,590,000.00); and

WHEREAS, the total anticipated amount available for the Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR) program, including surtax funding in the FY 2027 Adopted Budget, is Three Million Five Hundred Ninety-Four Thousand One Hundred Sixty Dollars and Zero Cents ($3,594,160.00); and

WHEREAS, the Town Council believes that entering into the Agreement is in the best interest of the health, safety, and welfare of its residents.

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

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Agreement with Weekley Asphalt Paving, Inc. in the amount of Three Million Four Hundred Sixty-Three Thousand Two Hundred Eighty-Five Dollars and Ten Cents ($3,463,285.10) for construction of the Transportation Surface and Drainage Ongoing Rehabilitation Improvement Project, in substantially the same form attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement and to sign any and all documents necessary and proper to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 8th day of October 2026 on a motion by CM Kuczenski and seconded by CM Hartmann.

Breitkreuz	Yes	Ayes	4
Jablonski	Absent	Nays	0
Allbritton	Yes	Absent	1
Hartmann	Yes	Abstaining	0
Kuczenski	Yes		

Steve Breitkreuz, Mayor

Attest:

JMcCarty, for

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2026.096

EXHIBIT A – AGREEMENT

AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

WEEKLEY ASPHALT PAVING, INC.

FOR

SOUTHWEST RANCHES RESURFACING AND SWALE REGRADING

TOWN OF SOUTHWEST RANCHES, FLORIDA
SOUTHWEST RANCHES RESURFACING AND SWALE REGRADING
IFB NO. 26-012

AGREEMENT FOR

SOUTHWEST RANCHES RESURFACING AND SWALE REGRADING

THIS IS AN AGREEMENT ("Agreement" or "Contract") made and entered into on this 8 day of October 2026 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and Weekley Asphalt Paving, Inc. (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to implement the SOUTHWEST RANCHES RESURFACING AND SWALE REGRADING ("Project"); and

WHEREAS, the Town advertised an Invitation to Bid ("IFB") on July 2, 2026; and

WHEREAS, four (4) bid responses were received by the Town on August 4, 2026; and

WHEREAS, the Town has adopted Resolution No. ~~2026-~~ 2027-001 at a public meeting of the Town Council approving the recommended award and has selected Weekley Asphalt Paving, Inc. for award of the Project.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is EXHIBIT "A" and which is made a part hereof by this reference ("Work"). This Agreement, as well as all Exhibits, the IFB, the Contractor's Bid, including all forms attached thereto, and all addenda, specifications, drawings, and plans, shall be hereinafter collectively referred to as the "Contract Documents" and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor's performance of the Work shall govern over the less stringent criteria.

1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws, and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.

1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the

performance of the Work have likewise been included and accounted for within the Contract Price.

1.4 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year from the Final Completion Date. If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation, or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

Section 2: Term of this Agreement and Agreement Time

2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for

"IFB 26-012 SOUTHWEST RANCHES RESURFACING AND SWALE REGRADING"

2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."

2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.

2.4 Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the Finance Department. The Notice to Proceed and Purchase Order will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall commence within ten (10) days after the date of the Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind.

2.5 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within **one hundred eighty (180) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement ("Substantial Completion Date").

Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all the following events have occurred:

(i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;

(ii) Restoration of all utilities to operation that have been affected during performance of the Work;

(iii) All Work has been completed; and

(iv) The Town's engineer/architect of record for the Project, Kimley-Horn and Associates, Inc., has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

2.6 Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 2.5, as extended by any approved time extensions, Contractor shall pay to Town the sum of two hundred Dollars ($200.00) for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline stated in Section 2.7, as extended by approved time extensions thereof, Contractor shall pay to Town the sum of two hundred Dollars ($200.00) for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to Town for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by Town as a consequence of Contractor's failure to timely obtain Substantial Completion; and (2) both Parties' desire to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

2.7 **Liquidated/Delay Damages** ("LD's") – In the event Contractor does not achieve Substantial Completion of the Work as defined above, the parties acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to, and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. The liquidated damages shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date. In the event that the Contractor fails to make timely payments to Town, the Town shall have the right to deduct liquidated damages from monies due or to become due to Contractor.

Final Completion of the Work shall be achieved no later than thirty (30) calendar days from Substantial Completion or within **two hundred ten (210)** days from the date of issuance of the Notice to Proceed, whichever occurs first. Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of

a written Certification of Final Completion by the Town's design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

(i) Deliver to the Town all warranties, final certifications, and similar documentation to confirm that all necessary approvals have been issued for the Work by the appropriate governmental authorities;

(ii) Complete all Punch List items of Work;

(iii) Remove temporary facilities from the site, along with construction tools and similar elements;

(iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;

(v) Deliver to the Town confirmation that all permits have been closed; and

(vi) Confirm that the Town's engineer/architect of record for the Project has issued written acceptance of the Work performed and executed and delivered to the Town a Certificate of Final Completion.

2.8 Contractor shall reimburse Town, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified above, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between Town and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by Town as costs are incurred by Consultant and agreed to by Town.

2.9 Additionally, Contractor acknowledges that, among other damages the Town may suffer from Contractor's delays, the Town may be required to forfeit payment of, or may be required to make reimbursement for, grant monies if the Project is not timely completed. Accordingly, Contractor hereby agrees to indemnify and hold Town harmless from and against any forfeitures or losses of such grant monies resulting from Contractor's delays. Contractor acknowledges and agrees that Town, at its sole option, may elect to recover from Contractor its actual damages, including the actual loss of such grant monies, in lieu of assessing liquidated damages, where such actual losses exceed the amount of liquidated damages. Section 2 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

Section 3: Compensation & Method of Payment

3.1 Contractor shall render all Work to the Town under the Agreement for a total amount not to exceed Three Million Four Hundred Sixty-Three Thousand Two Hundred Eighty-Five Dollars and Ten Cents ($3,463,285.10) ("Contract Price"), as follows:

Award	Total
Base Bid Area 1	$782,099.82
Base Bid Area 2	$1,374,460.78
Add Alt #3	$560,011.00
Add Alt #5	$746,713.50
Grand total of all four areas	**$3,463,285.10**

3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment, or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.

3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.

3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate and in compliance with forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 5% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions included in Section 3.5 of this Agreement.

3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. The Town's engineer/architect will make a final inspection and provide a punch list to Contractor of all portions of the work they deem to be incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy the deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction or replacement, (b) it becomes necessary for the Town to correct defective Work, or (c) liens,

claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by the Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of Town.

Section 4: Assignment

No assignment of this Agreement or the Work hereunder shall be valid without the express written consent of Town, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Contractor's Responsibility for Safety

5.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work provided in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders, of any authority with jurisdiction regarding the safety of persons and property, in order to provide protection from damage, injury, or loss.

Section 6: Insurance

6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all insurance coverages required within the Agreement and IFB.

6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.

6.3 All Insurance Policies shall name and endorse the following as an additional named insured:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.

6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.

6.6 Contractor shall carry the following minimum types of Insurance:

A. **WORKER'S COMPENSATION**: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars ($500,000)** for each incident, and **Five Hundred Thousand Dollars ($500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars ($500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars ($500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars ($1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.

6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches
13400 Griffin Road

Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.

6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.

6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms, and provisions of coverage, has been received and approved by the Town.

6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.

6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**

6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.

6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.

6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.

6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement. Contractor agrees to indemnify and hold harmless Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 8: Laws and Regulations

Contractor agrees to comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances, and codes in performing all Work under this Agreement.

Section 9: Taxes and Costs

All federal, state, and local taxes relating to the Contractor's Work under this Agreement and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Agreement shall be paid by the Contractor.

Section 10: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee, or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assigns for

the period which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this

contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Section 12: Sovereign Immunity

Nothing in this Agreement is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability as provided for in Florida Statutes, as worded or amended and all Florida case law interpreting same.

Section 13: Prevailing Party Attorneys' Fees

In the event either party to this Agreement incurs legal fees, legal expenses, or costs to enforce the terms of this Agreement on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 14: No Third-Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 15: Funding

The obligation of Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with Local, State, County, and Federal laws, rules, ordinances, regulations, and codes. Contractor agrees that the Work provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure to comply with this paragraph shall constitute a material breach of this Agreement.

Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Records Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential

Information Acknowledgement and Agreement as part of the IFB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this IFB and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

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

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

Section 18: Termination

The Agreement may be terminated upon the following events:

A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this

Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars ($10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.

C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

E. **Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. Contractor's violation of the Public Records Act;
2. Contractor's insolvency, bankruptcy or receivership;

3. Contractor's violation or non-compliance with Section 11 of this Agreement;
4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Contractor's violation of Section 19 of this Agreement.

Section 19: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this section by Contractor shall result in Town's immediate termination of this Agreement.

Section 20: Use of Awarded Bid by Other Governmental Units

Contractor agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

Section 21: Change Orders and Modification of Agreement

Town and Contractor may request changes that would increase decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Contract Price under this Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 22: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

Section 23: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 26: Time is of the Essence; Liquidated Damages

Time is of the essence for all of Contractor's obligations under this Agreement. The Town will be entitled to Liquidated Damages as set forth in the Agreement.

Section 27: Days

The term 'days' or 'calendar days' in reference to a period of time shall mean consecutive calendar days, to include Saturday, Sunday, and holidays.

Section 28: Written Mutual Agreement

This Agreement is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understanding between the parties hereto whether written or oral which are merged herein.

Section 29: No Amendment or Waiver

This Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect or be deemed severed from the Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal, or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this

Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement 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 Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty, or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

Daniel D. Weekley, President
Weekley Asphalt Paving, Inc.
20701 Stirling Road
Pembroke Pines, FL 33332

Section 33: Miscellaneous

A. **Ownership of Documents**. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents

prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.

B. Audit and Inspection Rights and Retention of Records. Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

C. Independent Contractor. Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.

D. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons

shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

E. Contingency Fee. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

F. Materiality and Waiver of Breach. Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

G. Joint Preparation. Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

H. Drug-Free Workplace. Contractor shall maintain a drug-free workplace.

I. Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

J. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

K. Truth-in-Negotiation Certificate. Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

L. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's EVerify System to verify the employment eligibility of: 1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and 2. All persons (including subvendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Southwest Ranches. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches; and 3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

M. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or Contractor under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the Contractor represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

N. Anti Human Trafficking. By executing this Agreement, the Contractor, through its duly authorized officer or representative, attests under penalty of perjury that the Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. For purposes of this provision, the term "governmental entity" has the same meaning as set forth in Section 287.138(1), Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Weekley Asphalt Paving, Inc. and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 8 day of October 2026.

WITNESSES:

Wayne D. Weekley - Secretary/Treasurer

WEEKLEY ASPHALT PAVING, INC.:

By: _____
David D. Weekley President (title)
24th day of September 2026

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor
8th day of October, 2026

By: _____
Russell Muñiz, Town Administrator
8th day of October, 2026

ATTEST:

JMcCarty, for
Debra Ruesga, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.2026.097

TOWN OF SOUTHWEST RANCHES, FLORIDA

SOUTHWEST RANCHES RESURFACING AND SWALE REGRADING

IFB NO. 26-012

APPENDIX B

BID SCHEDULE

COMPANY NAME:
Weekley Asphalt Paving, Inc.

Base Bid (Area 1)

(Stirling Rd, SW 61st St, SW 62nd St, SW 63rd Mn, SW 64th St, SW 69th St)

The following Bid Form is presented to assist the Town in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Town reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Value
GC-1	Mobilization	1	LS	$ 10,000.00	$ 10,000.00
GC-2	Maintenance of Traffic	1	LS	$ 23,000.00	$ 23,000.00
GC-3	Stormwater Pollution Prevention Plan	1	LS	$ 300.00	$ 300.00
GC-4	Clearing and Grubbing	1	LS	$ 66,780.00	$ 66,780.00
GC-5	Adjusting Existing Utility Covers	1	LS	$ 100.00	$ 100.00
SR-1	Site Restoration	1	LS	$ 20,750.00	$ 20,750.00
A-1	Allowance	1	LS	$ 100.00	$ 100.00
PB-1	Payment & Performance Bonds	1	LS	$ 9,000.00	$ 9,000.00
	Stirling Rd.				
C-1	Mill Existing Asphalt (1" Avg Depth)	14,106	SY	$ 2.00	$ 28,212.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	778	TN	$ 165.00	$ 128,370.00
C-3	Mill Existing Asphalt (2" Avg Depth)	80	SY	$ 3.00	$ 240.00
C-4	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	9	TN	$ 180.00	$ 1,620.00
C-5	Partial Pavement Restoration (4" lime rock)	16	SY	$ 133.00	$ 2,128.00
L-1	Sodding	1,140	SY	$ 4.17	$ 4,753.80
PM-1	6" Double Yellow, Thermoplastic	4,990	LF	$ 2.25	$ 11,227.50
PM-2	6" White, Thermoplastic	5,465	LF	$ 1.20	$ 6,558.00
PM-3	12" White, Thermoplastic	170	LF	$ 2.25	$ 382.50
PM-4	24" White, Thermoplastic	215	LF	$ 4.50	$ 967.50

PM-5	18" Yellow, Thermoplastic	105	LF	$ 3.40	$ 357.00
PM-7	6" White, Thermoplastic 10-30 Skip	0.24	GM	$ 1,395.00	$ 334.80
PM-8	6" White, Thermoplastic 2-4 Skip	0.01	GM	$ 1,395.00	$ 13.95
PM-9	6" Yellow, Thermoplastic 6-10 Skip	0.03	GM	$ 1,395.00	$ 41.85
PM-10	Reflective Pavement Marker (RPM)	1	LS	$ 2,230.00	$ 2,230.00
PM-11	Pavement Marking, White, Arrow	10	EA	$ 1.40	$ 14.00
SW 61st St					
C-1	Mill Existing Asphalt (1" Avg Depth)	3,755	SY	$ 2.00	$ 7,510.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	207	TN	$ 165.00	$ 34,155.00
C-3	Mill Existing Asphalt (2" Avg Depth)	5	SY	$ 5.00	$ 25.00
C-4	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	1	TN	$ 200.00	$ 200.00
C-7	Excavation/Swale Restoration	155	CY	$ 61.20	$ 9,486.00
L-1	Sodding	1,130	SY	$ 4.17	$ 4,712.10
PM-1	6" Double Yellow, Thermoplastic	330	LF	$ 2.25	$ 742.50
PM-2	6" White, Thermoplastic	135	EA	$ 1.20	$ 162.00
PM-4	24" White, Thermoplastic	15	LF	$ 4.50	$ 67.50
PM-5	18" Yellow, Thermoplastic	40	LF	$ 3.35	$ 134.00
PM-10	Reflective Pavement Marker (RPM)	1	LS	$ 180.00	$ 180.00
SW 62nd St					
C-1	Mill Existing Asphalt (1" Avg Depth)	5,550	SY	$ 2.00	$ 11,100.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	320	TN	$ 165.00	$ 52,800.00
C-3	Mill Existing Asphalt (2" Avg Depth)	30	SY	$ 5.00	$ 150.00
C-4	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	4	TN	$ 200.00	$ 800.00
C-5	Partial Pavement Restoration (4" Limerock)	270	SY	$ 26.67	$ 7,200.90
C-7	Excavation/Swale Restoration	625	CY	$ 61.20	$ 38,250.00
L-1	Sodding	1,910	SY	$ 4.17	$ 7,964.70
PM-1	6" Double Yellow, Thermoplastic	100	LF	$ 2.25	$ 225.00

PM-2	6" White, Thermoplastic	95	LF	$ 1.25	$ 118.75
PM-4	24" White, Thermoplastic	25	LF	$ 4.50	$ 112.50
PM-10	Reflective Pavement Marker (RPM)	1	LS	$ 65.00	$ 65.00
SW 63rd Mn					
C-1	Mill Existing Asphalt (1" Avg Depth)	6,595	SY	$ 2.00	$ 13,190.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	370	TN	$ 165.00	$ 61,050.00
C-3	Mill Existing Asphalt (2" Avg Depth)	35	SY	$ 5.00	$ 175.00
C-4	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	4	TN	$ 200.00	$ 800.00
C-5	Partial Pavement Restoration (4" Limerock)	75	SY	$ 27.00	$ 2,025.00
C-7	Excavation/Swale Restoration	1,115	CY	$ 61.20	$ 68,238.00
L-1	Sodding	4,675	SY	$ 4.17	$ 19,494.75
PM-1	6" Double Yellow, Thermoplastic	200	LF	$ 4.50	$ 900.00
PM-2	6" White, Thermoplastic	225	LF	$ 2.25	$ 506.25
PM-4	24" White, Thermoplastic	30	LF	$ 10.00	$ 300.00
PM-10	Reflective Pavement Marker (RPM)	1	LS	$ 150.00	$ 150.00
PM-13	Pavement Marking, White, Message	12	EA	$ 350.00	$ 4,200.00
SW 64th St					
C-1	Mill Existing Asphalt (1" Avg Depth)	2,755	SY	$ 2.00	$ 5,510.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	152	TN	$ 165.00	$ 25,080.00
C-7	Excavation/Swale Restoration	500	CY	$ 61.20	$ 30,600.00
L-1	Sodding	2,031	SY	$ 4.17	$ 8,469.27
PM-1	6" Double Yellow, Thermoplastic	100	LF	$ 4.50	$ 450.00
PM-2	6" White, Thermoplastic	155	LF	$ 2.50	$ 387.50
PM-4	24" White, Thermoplastic	15	LF	$ 11.00	$ 165.00
PM-10	Reflective Pavement Marker (RPM)	1	LS	$ 60.00	$ 60.00
SW 69th St					
C-1	Mill Existing Asphalt (1" Avg Depth)	1,950	SY	$ 2.00	$ 3,900.00

C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	108	TN	$ 165.00	$ 17,820.00
C-7	Excavation/Swale Restoration	325	CY	$ 62.00	$ 20,150.00
L-1	Sodding	1,160	SY	$ 4.17	$ 4,837.20
			SUBTOTAL:	**$**	**782,099.82**
			TOTAL:	**$**	**782,099.82**

TOTAL BID AMOUNT $ 782,099.82

TOTAL BID AMOUNT (IN WORDS) _____

Seven Hundred Eighty-Two Thousand Ninety-Nine Dollars and Eighty-Two Cents

TOTAL BID AMOUNT $ 782,099.82

TOTAL BID AMOUNT (IN WORDS) _____

Seven Hundred Eighty-Two Thousand Ninety-Nine Dollars and Eighty-Two Cents

The following Bid Item Notes apply to all bid items:

1. Bid Item GC-1 is a lump sum pay item for all mobilization costs.
2. Bid Item GC-2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen, if required.
3. Bid Item GC-3 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item GC-4 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, buildings, structures, appurtenances, existing flexible asphalt pavement, striping, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item GC-5 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers.
6. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The
contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town.

7. Bid Item C-1 and C-3 includes all labor and equipment costs associated with milling the existing asphalt throughout the project area as shown on the plans. Price and payment shall be made at the contract unit price per square yard of existing asphalt milled (minimum depth 1" or 2") prior to placing the asphalt concrete overlay, hauling and removal of debris, and surface preparation. Any first lift of asphaltic concrete installed as part of a separate bid item must be placed so that it is not impacted or removed as part of this proposed milling process.
8. Bid Item C-2 and C-4 includes all material, labor, and equipment costs associated with installing the asphalt concrete overlay (1" or 2") throughout the project area as shown on the plans complete and accepted. This resurfacing bid item includes costs to provide a smooth and continuous grading throughout the entire asphalt overlay process to avoid areas of standing water.
9. Bid Item C-5 includes all material, labor, and equipment costs associated with partial pavement restoration. The costs include saw cutting, removal of asphalt, all associated excavation, management of excavated materials, reworking of limerock (4" minimum), backfill and compaction, testing, and restoring asphalt (1" minimum) to match existing grade prior to the final overlay as shown on the plans. All costs associated with the final overlay shall be included in Bid Item C-2.
10. Bid Item C-6 includes all material, labor, and equipment costs associated with full pavement restoration. The costs include saw cutting, removal of asphalt, all associated excavation, management of excavated materials, reworking of limerock (8" minimum), backfill and compaction, testing, and restoring asphalt (1" minimum) to match existing grade prior to the final overlay as shown on the plans. All costs associated with the final overlay shall be included in Bid Item C-2.
11. Bid Item C-7 includes all material, labor, and equipment costs associated with complete restoration of the swale areas as shown on the plans. Costs associated with swale restoration include root pruning, vegetation removal (excluding trees), new fill, grading, irrigation, and excavation and management of excavated material. All costs associated with sodding shall be included in Bid Item L-1.
12. Bid Item L-1 includes all material, labor, and equipment costs associated with sodding the restored swales as depicted on the plans.
13. Bid Items PM-1 to PM-13 include all costs associated with installing signage, reflective pavement markers, and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. This bid item shall also include existing striping removal through water-blasting. Costs associated with replacing existing signs or traffic control devices damaged as a result of construction will be the responsibility of the contractor.

END OF SECTION

Base Bid (Area 2)

(SW 164th Terr, SW 163rd Ave, SW 162nd Ave, SW 53rd St, SW 49th St)

The following Bid Form is presented to assist the Town in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After the award, the Town reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Value
GC-1	Maintenance of Traffic	1	LS	$ 37,000.00	$ 37,000.00
GC-2	Stormwater Pollution Prevention Plan	1	LS	$ 300.00	$ 300.00
GC-3	Clearing and Grubbing	1	LS	$ 68,775.00	$ 68,775.00

GC-4	Adjusting Existing Utility Covers	1	LS	$ 100.00	$ 100.00
SR-1	Site Restoration	1	LS	$ 21,350.00	$ 21,350.00
A-1	Allowance	1	LS	$ 10.00	$ 10.00
PB-1	Payment & Performance Bonds	1	LS	$ 28,000.00	$ 28,000.00
SW 164th Terr.					
C-1	Mill Existing Asphalt (1" Avg Depth)	14,700	SY	$ 2.00	$ 29,400.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	878	TN	$ 165.00	$ 144,870.00
C-3	Mill Existing Asphalt (2" Avg Depth)	1,820	SY	$ 2.00	$ 3,640.00
C-4	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	200	TN	$ 165.00	$ 33,000.00
C-5	Partial Pavement Restoration (4" Limerock)	1,225	SY	$ 27.00	$ 33,075.00
C-7	Excavation/Swale Restoration	2,390	CY	$ 61.20	$ 146,268.00
L-1	Sodding	11,415	SY	$ 4.17	$ 47,600.55
PM-1	6" Double Yellow, Thermoplastic	370	LF	$ 4.50	$ 1,665.00
PM-2	6" White, Thermoplastic	175	LF	$ 2.50	$ 437.50
PM-4	24" White, Thermoplastic	170	LF	$ 8.50	$ 1,445.00
PM-10	Reflective Pavement Marker (RPM)	1	LS	$ 250.00	$ 250.00
PM-11	Painted Pavement Markings, Standard, White, Arrows	2	EA	$ 180.00	$ 360.00
SW 163rd Ave.					
C-1	Mill Existing Asphalt (1" Avg Depth)	13,700	SY	$ 2.00	$ 27,400.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	825	TN	$ 165.00	$ 136,125.00
C-3	Mill Existing Asphalt (2" Avg Depth)	450	SY	$ 2.00	$ 900.00
C-4	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	50	TN	$ 165.00	$ 8,250.00
C-5	Partial Pavement Restoration (4" Limerock)	1,250	SY	$ 27.00	$ 33,750.00
C-7	Excavation/Swale Restoration	3,100	CY	$ 61.20	$ 189,720.00
L-1	Sod	12,150	SY	$ 4.17	$ 50,665.50
PM-1	6" Double Yellow, Thermoplastic	110	LF	$ 4.50	$ 495.00
PM- 3	12" White, Thermoplastic	85	LF	$ 6.00	$ 510.00

PM- 4	24" White, Thermoplastic	62	LF	$ 10.00	$ 620.00
PM-12	Single Post Sign, Install	1	EA	$ 780.00	$ 780.00
PM-7	Reflective Pavement Marker (RPM)	1	LS	$ 60.00	$ 60.00
SW 162nd Ave					
C-1	Mill Existing Asphalt (1" Avg Depth)	2,700	SY	$ 2.00	$ 5,400.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	315	TN	$ 165.00	$ 51,975.00
C-3	Mill Existing Asphalt (2" Avg Depth)	500	SY	$ 2.00	$ 1,000.00
C-4	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	55	TN	$ 165.00	$ 9,075.00
C-5	Partial Pavement Restoration (4" Limerock)	3,000	SY	$ 27.00	$ 81,000.00
C-6	Excavation/Swale Restoration	1,300	CY	$ 61.20	$ 79,560.00
L-1	Sodding	4,044	SY	$ 4.17	$ 16,863.48
PM-1	6" Double Yellow, Thermoplastic	90	LF	$ 4.50	$ 405.00
PM-4	24" White, Thermoplastic	15	LF	$ 10.00	$ 150.00
PM-10	Reflective Pavement Marker (RPM)	1	LS	$ 175.00	$ 175.00
PM-12	Single Post Sign, Install	1	EA	$ 780.00	$ 780.00
SW 53rd St					
C-1	Mill Existing Asphalt (1" Avg Depth)	1,300	SY	$ 2.00	$ 2,600.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	115	TN	$ 165.00	$ 18,975.00
C-5	Partial Pavement Restoration (4" Limerock)	730	SY	$ 27.00	$ 19,710.00
C-7	Excavation/Swale Restoration	345	CY	$ 61.20	$ 21,114.00
L-1	Sodding	1,050	SY	$ 4.17	$ 4,378.50
PM-10	Reflective Pavement Marker (RPM)	1	LS	$ 170.00	$ 170.00
SW 49th St					
C-1	Mill Existing Asphalt (1" Avg Depth)	700	SY	$ 2.00	$ 1,400.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	42	TN	$ 165.00	$ 6,930.00
C-6	Partial Pavement Restoration (4" Limerock)	20	SY	$ 27.00	$ 540.00

C-8	Excavation/Swale Restoration	45	CY	$ 100.00	$ 4,500.00
L-1	Sodding	225	SY	$ 4.17	$ 938.25
			SUBTOTAL:	$	1,374,460.78
			TOTAL:	$	1,374,460.78

TOTAL BID AMOUNT $ 1,374,460.78

TOTAL BID AMOUNT (IN WORDS) _____

One Million Three Hundred Seventy-Four Thousand Four Hundred Sixty Dollars and Seventy-Eight Cents

TOTAL BID AMOUNT $ 2,156,560.60

TOTAL BID AMOUNT (IN WORDS) _____

Two Million One Hundred Fifty-Six Thousand Five Hundred Sixty Dollars and Sixty Cents

The following Bid Item Notes apply to all bid items:

1. Bid Item GC-1 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen, if required.
2. Bid Item GC-2 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
3. Bid Item GC-3 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, buildings, structures, appurtenances, existing flexible asphalt pavement, striping, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
4. Bid Item GC-4 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers.
5. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town.
6. Bid Item C-1 and C-3 include all labor and equipment costs associated with milling the existing asphalt throughout the project area as shown on the plans. Price and payment shall be made at the contract unit price
per square yard of existing asphalt milled (minimum depth 1" or 2") prior to placing the asphalt concreteoverlay, hauling and removal of debris, and surface preparation. Any first lift of asphaltic concrete installed as part of a separate bid item must be placed so that it is not impacted or removed as part of this proposed milling process.

7. Bid Item C-2 and C-4 includes all material, labor, and equipment costs associated with installing the asphalt concrete overlay (1" or 2") throughout the project area as shown on the plans complete and accepted. This resurfacing bid item includes costs to provide smooth and continuous grading throughout the entire asphalt overlay process to avoid areas of standing water.
8. Bid Item C-5 includes all material, labor, and equipment costs associated with partial pavement restoration. The costs include saw cutting, removal of asphalt, all associated excavation, management of excavated materials, reworking of limerock (4" minimum), backfill and compaction, testing, and restoring asphalt (1" minimum) to match existing grade prior to the final overlay as shown on the plans. All costs associated with the final overlay shall be included in Bid Item C-2.
9. Bid Item C-6 includes all material, labor, and equipment costs associated with full pavement restoration. The costs include saw cutting, removal of asphalt, all associated excavation, management of excavated materials, reworking of limerock (8" minimum), backfill and compaction, testing, and restoring asphalt (1" minimum) to match existing grade prior to the final overlay as shown on the plans. All costs associated with the final overlay shall be included in Bid Item C-2.
10. Bid Item C-7 includes all material, labor, and equipment costs associated with complete restoration of the swale areas as shown on the plans. Costs associated with swale restoration include root pruning, vegetation removal (excluding trees), new fill, grading, irrigation, and excavation and management of excavated material. All costs associated with sodding shall be included in Bid Item L-1.
11. Bid Item L-1 includes all material, labor, and equipment costs associated with sodding the restored swales as depicted on the plans.
12. Bid Items PM-1 to PM-13 include all costs associated with installing signage, reflective pavement markers, and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. This bid item shall also include existing striping removal through water-blasting. Costs associated with replacing existing signs or traffic control devices damaged as a result of construction will be the responsibility of the contractor.

END OF SECTION

BEGIN ADD ALTERNATES:
Reference custom Bid Item Notes under each section.

Bid Addition 01 - Alternative (Holatee Trail)

Bid Item No.	4.31 DESCRIPTION	Estimated Quantity	Unit	Unit Price	Value
GC-1	Mobilization	1	LS	$ 7,000.00	$ 7,000.00
GC-2	Maintenance of Traffic	1	LS	$ 10,000.00	$ 10,000.00
GC-3	Stormwater Pollution Prevention Plan	1	LS	$ 300.00	$ 300.00
GC-4	Clearing and Grubbing	1	LS	$ 40,100.00	$ 40,100.00
GC-5	Adjusting Existing Utility Covers	1	LS	$ 100.00	$ 100.00
SR-1	Site Restoration	1	LS	$ 12,500.00	$ 12,500.00
A-1	Allowance	1	LS	$ 10.00	$ 10.00
PB-1	Payment & Performance Bonds	1	LS	$ 7,000.00	$ 7,000.00
PF	Permit Fee	1	LS	$ 100.00	$ 100.00
	Holatee Trail				
C-1	Mill Existing Asphalt (1" Avg Depth)	11,415	SY	$ 2.00	$ 22,830.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	620	TN	$ 165.00	$ 102,300.00
C-3	Mill Existing Asphalt (2" Avg Depth)	185	SY	$ 2.00	$ 370.00
C-4	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	20	TN	$ 165.00	$ 3,300.00
C-5	Excavation/Swale Restoration	365	CY	$ -	$ -
L-1	Sodding	3,900	SY	$ -	$ -
PM-1	6" Double Yellow, Thermoplastic	170	LF	$ 4.50	$ 765.00
PM-2	24" White, Thermoplastic	11	LF	$ 10.00	$ 110.00
PM-3	6" White, Thermoplastic	9,870	LF	$ 2.50	$ 24,675.00
PM-4	Reflective Pavement Marker (RPM)	6	EA	$ 15.00	$ 90.00
		SUBTOTAL			$ 231,550.00
		TOTAL			$ 231,550.00

TOTAL BID AMOUNT $ 231,550.00

TOTAL BID AMOUNT (IN WORDS) Two Hundred Thirty-One Thousand Five Hundred Fifty Dollars

TOTAL BID AMOUNT $ 231,550.00

TOTAL BID AMOUNT (IN WORDS) Two Hundred Thirty-One Thousand Five Hundred Fifty Dollars

The following Bid Item Notes apply to all bid items:

1. Bid Item GC-1 is a lump sum pay item for all mobilization costs.
2. Bid Item GC-2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen, if required.
3. Bid Item GC-3 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item GC-4 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, buildings, structures, appurtenances, existing flexible asphalt pavement, striping, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item GC-5 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers.
6. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town.
7. Bid Item A-1 is a lump sum allowance established to cover work, materials, or costs not fully defined or quantifiable at the time of bidding, including unforeseen site conditions encountered during construction. The allowance may be used to address subsurface conditions, hidden obstructions, conflicts, or other unexpected conditions that are not reasonably identifiable from the plans or pre-bid investigations. Use of the allowance shall be authorized in writing by the Owner or Engineer, and all expenditures shall be documented. Any unused portion of the allowance will be deducted from the contract price by change order.
8. Bid Item PB-1 is a lump sum pay item that includes all costs associated with furnishing Payment and Performance Bonds in accordance with contract requirements. This item includes all premiums, fees, and administrative costs required to secure and maintain the bonds for the full duration of the project.

9. Bid Item PF is a lump sum pay item that includes all costs associated with obtaining required permits necessary to complete the work shown on the plans, excluding permits obtained directly by the Owner where noted. Costs shall include permit application fees, processing fees, and any administrative costs related to permit acquisition and closeout.
10. Bid Item C-1 and C-3 includes all labor and equipment costs associated with milling the existing asphalt throughout the project area as shown on the plans. Price and payment shall be made at the contract unit price per square yard of existing asphalt milled (minimum depth 1" or 2") prior to placing the asphalt concrete overlay, hauling and removal of debris, and surface preparation. Any first lift of asphaltic concrete installed as part of a separate bid item must be placed so that it is not impacted or removed as part of this proposed milling process.
11. Bid Item C-2 and C-4 includes all material, labor, and equipment costs associated with installing the asphalt concrete overlay (1" or 2") throughout the project area as shown on the plans complete and accepted. This resurfacing bid item includes costs to provide smooth and continuous grading throughout the entire asphalt overlay process to avoid areas of standing water.
12. Bid Item C-5 includes all material, labor, and equipment costs associated with complete restoration of the swale areas as shown on the plans. Costs associated with swale restoration include root pruning, vegetation removal (excluding trees), new fill, grading, irrigation, and excavation and management of excavated material. All costs associated with sodding shall be included in Bid Item L-1.
13. Bid Item L-1 includes all material, labor, and equipment costs associated with sodding the restored swales as depicted on the plans and the adjacent sod to the roadway that will be regarded allowing positive drainage off the road.
14. Bid Items PM-1, PM-2, PM-3 and PM-4, include all costs associated with installing signage, reflective pavement markers, and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. This bid item shall also include existing striping removal through water-blasting. Costs associated with replacing existing signs or traffic control devices damaged as a result of construction will be the responsibility of the contractor.

END OF SECTION

Bid Addition 02 - Alternative (Hunter Lane)

Bid Item No.	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Value
GC-1	Mobilization	1	LS	$ 1,000.00	$ 1,000.00
GC-2	Maintenance of Traffic	1	LS	$ 3,000.00	$ 3,000.00
GC-3	Stormwater Pollution Prevention Plan	1	LS	$ 300.00	$ 300.00
GC-4	Clearing and Grubbing	1	LS	$ 6,000.00	$ 6,000.00
GC-5	Adjusting Existing Utility Covers	1	LS	$ 100.00	$ 100.00
SR-1	Site Restoration	1	LS	$ 3,000.00	$ 3,000.00
A-1	Allowance	1	LS	$ 10.00	$ 10.00
PB-1	Payment & Performance Bonds	1	LS	$ 8,000.00	$ 8,000.00

PF	Permit Fee	1	LS	$ 100.00	$ 100.00
Hunter Lane					
C-1	Mill Existing Asphalt (2" Avg Depth)	1,090	SY	$ 2.00	$ 2,180.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	120	TN	$ 165.00	$ 19,800.00
C-3	Excavation/Swale Restoration	70	CY	$ -	$ -
L-1	Sodding	525	SY	$ -	$ -
PM-1	6" White, Thermoplastic	1,325	LF	$ 3.00	$ 3,975.00
		SUBTOTAL		$	47,465.00
		TOTAL		$	47,465.00

TOTAL BID AMOUNT $ 47,465.00

TOTAL BID AMOUNT (IN WORDS) _____

Forty-Seven Thousand Four Hundred Sixty-Five Dollars

TOTAL BID AMOUNT $ 47,465.00

TOTAL BID AMOUNT (IN WORDS) _____

Forty-Seven Thousand Four Hundred Sixty-Five Dollars

The following Bid Item Notes apply to all bid items:

1. Bid Item GC-1 is a lump sum pay item for all mobilization costs.
2. Bid Item GC-2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen, if required.
3. Bid Item GC-3 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item GC-4 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, buildings, structures, appurtenances, existing flexible asphalt pavement, striping, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item GC-5 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers.
6. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town.

7. Bid Item A-1 is a lumpsum allowance established to cover work, materials, or costs not fully defined or quantifiable at the time of bidding, including unforeseen site conditions encountered during construction. The allowance may be used to address subsurface conditions, hidden obstructions, conflicts, or other unexpected conditions that are not reasonably identifiable from the plans or pre-bid investigations. Use of the allowance shall be authorized in writing by the Owner or Engineer, and all expenditures shall be documented. Any unused portion of the allowance will be deducted from the contract price by change order.
8. Bid Item PB-1 is a lump sum pay item that includes all costs associated with furnishing Payment and Performance Bonds in accordance with contract requirements. This item includes all premiums, fees, and administrative costs required to secure and maintain the bonds for the full duration of the project.
9. Bid Item PF is a lump sum pay item that includes all costs associated with obtaining required permits necessary to complete the work shown on the plans, excluding permits obtained directly by the Owner where noted. Costs shall include permit application fees, processing fees, and any administrative costs related to permit acquisition and closeout.
10. Bid Item C-1 includes all labor and equipment costs associated with milling the existing asphalt throughout the project area as shown on the plans. Price and payment shall be made at the contract unit price per square yard of existing asphalt milled (minimum depth 2") prior to placing the asphalt concrete overlay, hauling and removal of debris, and surface preparation. Any first lift of asphaltic concrete installed as part of a separate bid item must be placed so that it is not impacted or removed as part of this proposed milling process.
11. Bid Item C-2 includes all material, labor, and equipment costs associated with installing the asphalt concrete overlay (2") throughout the project area as shown on the plans complete and accepted. This resurfacing bid item includes costs to provide smooth and continuous grading throughout the entire asphalt overlay process to avoid areas of standing water.
12. Bid Item C-3 includes all material, labor, and equipment costs associated with complete restoration of the swale areas as shown on the plans. Costs associated with swale restoration include root pruning, vegetation removal (excluding trees), new fill, grading, irrigation, and excavation and management of excavated material. All costs associated with sodding shall be included in Bid Item L-1.
13. Bid Item L-1 includes all material, labor, and equipment costs associated with sodding the restored swales as depicted on the plans and the adjacent sod to the roadway that will be regarded allowing positive drainage off the road.
14. Bid Item PM-1 includes all costs associated with installing signage, reflective pavement markers, and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. This bid item shall also include existing striping removal through water-blasting. Costs associated with replacing existing signs or traffic control devices damaged as a result of construction will be the responsibility of the contractor.

END OF SECTION

Bid Addition 03 - Alternative (Luray Road)

Bid Item No.	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Value
GC-1	Mobilization	1	LS	$ 15,000.00	$ 15,000.00

GC-2	Maintenance of Traffic	1	LS	$ 18,000.00	$ 18,000.00
GC-3	Stormwater Pollution Prevention Plan	1	LS	$ 300.00	$ 300.00
GC-4	Clearing and Grubbing	1	LS	$ 53,250.00	$ 53,250.00
GC-5	Adjusting Existing Utility Covers	1	LS	$ 100.00	$ 100.00
SR-1	Site Restoration	1	LS	$ 16,800.00	$ 16,800.00
A-1	Allowance	1	LS	$ 10.00	$ 10.00
PB-1	Payment & Performance Bonds	1	LS	$ 10,000.00	$ 10,000.00
PF	Permit Fee	1	LS	$ 100.00	$ 100.00
Luray Road					
C-1	Mill Existing Asphalt (1" Avg Depth)	7,445	SY	$ 2.00	$ 14,890.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	410	TN	$ 165.00	$ 67,650.00
C-3	Mill Existing Asphalt (2" Avg Depth)	15,280	SY	$ 2.00	$ 30,560.00
C-4	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	1,685	TN	$ 165.00	$ 278,025.00
C-5	Partial Pavement Restoration (4" Limerock)	60	SY	$ -	$ -
C-6	Excavation/Swale Restoration	585	CY	$ -	$ -
L-1	Sodding	8,275	SY	$ -	$ -
PM-1	6" Double Yellow, Thermoplastic	1,365	LF	$ 5.00	$ 6,825.00
PM-2	24" White, Thermoplastic	145	LF	$ 10.00	$ 1,450.00
PM-3	6" White, Thermoplastic	18,590	LF	$ 2.50	$ 46,475.00
PM-4	Reflective Pavement Marker (RPM)	48	EA	$ 12.00	$ 576.00
		SUBTOTAL			$ 560,011.00
		TOTAL			$ 560,011.00

TOTAL BID AMOUNT $ 560,011.00

TOTAL BID AMOUNT (IN WORDS) _____

Five Hundred Sixty Thousand Eleven Dollars

TOTAL BID AMOUNT $ 560,011.00

TOTAL BID AMOUNT (IN WORDS) _____

Five Hundred Sixty Thousand Eleven Dollars

The following Bid Item Notes apply to all bid items:

1. Bid Item GC-1 is a lump sum pay item for all mobilization costs.
2. Bid Item GC-2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen, if required.
3. Bid Item GC-3 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item GC-4 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, buildings, structures, appurtenances, existing flexible asphalt pavement, striping, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item GC-5 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers.
6. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town.
7. Bid Item A-1 is a lump sum allowance established to cover work, materials, or costs not fully defined or quantifiable at the time of bidding, including unforeseen site conditions encountered during construction. The allowance may be used to address subsurface conditions, hidden obstructions, conflicts, or other unexpected conditions that are not reasonably identifiable from the plans or pre-bid investigations. Use of the allowance shall be authorized in writing by the Owner or Engineer, and all expenditures shall be documented. Any unused portion of the allowance will be deducted from the contract price by change order.
8. Bid Item PB-1 is a lump sum pay item that includes all costs associated with furnishing Payment and Performance Bonds in accordance with contract requirements. This item includes all premiums, fees, and administrative costs required to secure and maintain the bonds for the full duration of the project.

9. Bid Item PF is a lump sum pay item that includes all costs associated with obtaining required permits necessary to complete the work shown on the plans, excluding permits obtained directly by the Owner where noted. Costs shall include permit application fees, processing fees, and any administrative costs related to permit acquisition and closeout.
10. Bid Item C-1 and C-3 includes all labor and equipment costs associated with milling the existing asphalt throughout the project area as shown on the plans. Price and payment shall be made at the contract unit price per square yard of existing asphalt milled (minimum depth 1" or 2") prior to placing the asphalt concrete overlay, hauling and removal of debris, and surface preparation. Any first lift of asphaltic concrete installed as part of a separate bid item must be placed so that it is not impacted or removed as part of this proposed milling process.
11. Bid Item C-2 and C-4 includes all material, labor, and equipment costs associated with installing the asphalt concrete overlay (1" or 2") throughout the project area as shown on the plans complete and accepted. Thisresurfacing bid item includes costs to provide a smooth and continuous grading throughout the entire asphalt overlay process to avoid areas of standing water.
12. Bid Item C-5 includes all material, labor, and equipment costs associated with partial pavement restoration. The costs include saw cutting, removal of asphalt, all associated excavation, management of excavated materials, reworking of limerock (4" minimum), backfill and compaction, testing, and restoring asphalt (1" minimum) to match existing grade prior to the final overlay as shown on the plans. All costs associated with the final overlay shall be included in Bid Item C-2.
13. Bid Item C-6 includes all material, labor, and equipment costs associated with complete restoration of the swale areas as shown on the plans. Costs associated with swale restoration include root pruning, vegetation removal (excluding trees), new fill, grading, irrigation, and excavation and management of excavated material. All costs associated with sodding shall be included in Bid Item L-1.
14. Bid Item L-1 includes all material, labor, and equipment costs associated with sodding the restored swales as depicted on the plans and the adjacent sod to the roadway that will be regarded allowing positive drainage off the road.
15. Bid Items PM-1, PM-2, PM-3, and PM-4 include all costs associated with installing signage, reflective pavement markers, and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. This bid item shall also include existing striping removal through water-blasting. Costs associated with replacing existing signs or traffic control devices damaged as a result of construction will be the responsibility of the contractor.

END OF SECTION

Bid Addition 04 - Alternative (SW 55th Street)

Bid Item No.	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Value
GC-1	Mobilization	1	LS	$ 1,500.00	$ 1,500.00
GC-2	Maintenance of Traffic	1	LS	$ 3,000.00	$ 3,000.00
GC-3	Stormwater Pollution Prevention Plan	1	LS	$ 300.00	$ 300.00
GC-4	Clearing and Grubbing	1	LS	$ 6,000.00	$ 6,000.00
GC-5	Adjusting Existing Utility Covers	1	LS	$ 100.00	$ 100.00
SR-1	Site Restoration	1	LS	$ 2,500.00	$ 2,500.00
A-1	Allowance	1	LS	$ 10.00	$ 10.00
PB-1	Payment & Performance Bonds	1	LS	$ 8,000.00	$ 8,000.00
PF	Permit Fee	1	LS	$ 100.00	$ 100.00
	SW 55th Street				
C-1	Mill Existing Asphalt (1" Avg Depth)	2,225	SY	$ 2.00	$ 4,450.00

C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	105	SY	$ 165.00	$ 17,325.00
C-3	Mill Existing Asphalt (2" Avg Depth)	125	TN	$ 2.00	$ 250.00
C-4	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	12	TN	$ 165.00	$ 1,980.00
C-5	Excavation/Swale Restoration	68	CY	$ -	$ -
L-1	Sodding	1,200	SY	$ -	$ -
PM-1	24" White, Thermoplastic	17	LF	$ 10.00	$ 170.00
PM-2	6" Yellow, Thermoplastic	180	LF	$ 3.00	$ 540.00
PM-3	6" White, Thermoplastic	2,130	LF	$ 3.00	$ 6,390.00
		SUBTOTAL		$	52,615.00
		TOTAL			

TOTAL BID AMOUNT $ 52,615.00

TOTAL BID AMOUNT (IN WORDS) _____

Fifty-Two Thousand Six Hundred Fifteen Dollars

TOTAL BID AMOUNT $ 52,615.00

TOTAL BID AMOUNT (IN WORDS) _____

Fifty-Two Thousand Six Hundred Fifteen Dollars

The following Bid Item Notes apply to all bid items:

1. Bid Item GC-1 is a lump sum pay item for all mobilization costs.
2. Bid Item GC-2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen, if required.
3. Bid Item GC-3 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item GC-4 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, buildings, structures, appurtenances, existing flexible asphalt pavement, striping, base material, and other facilities necessary to prepare the area for
the proposed construction and which are not included as part of another bid item.

5. Bid Item GC-5 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers.
6. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town.
7. Bid Item A-1 is a lump sum allowance established to cover work, materials, or costs not fully defined or quantifiable at the time of bidding, including unforeseen site conditions encountered during construction. The allowance may be used to address subsurface conditions, hidden obstructions, conflicts, or other unexpected conditions that are not reasonably identifiable from the plans or pre-bid investigations. Use of the allowance shall be authorized in writing by the Owner or Engineer, and all expenditures shall be documented. Any unused portion of the allowance will be deducted from the contract price by change order.
8. Bid Item PB-1 is a lump sum pay item that includes all costs associated with furnishing Payment and Performance Bonds in accordance with contract requirements. This item includes all premiums, fees, and administrative costs required to secure and maintain the bonds for the full duration of the project.
9. Bid Item PF is a lump sum pay item that includes all costs associated with obtaining required permits necessary to complete the work shown on the plans, excluding permits obtained directly by the Owner where noted. Costs shall include permit application fees, processing fees, and any administrative costs related to permit acquisition and closeout.
10. Bid Item C-1 and C-3 includes all labor and equipment costs associated with milling the existing asphalt throughout the project area as shown on the plans. Price and payment shall be made at the contract unit price per square yard of existing asphalt milled (minimum depth 1" or 2") prior to placing the asphalt concrete overlay, hauling and removal of debris, and surface preparation. Any first lift of asphaltic concrete installed as part of a separate bid item must be placed so that it is not impacted or removed as part of this proposed milling process.
11. Bid Item C-2 and C-4 includes all material, labor, and equipment costs associated with installing the asphalt concrete overlay (1" or 2") throughout the project area as shown on the plans complete and accepted. This resurfacing bid item includes costs to provide a smooth and continuous grading throughout the entire asphalt overlay process to avoid areas of standing water.

12. Bid Item C-5 includes all material, labor, and equipment costs associated with complete restoration of the swale areas as shown on the plans. Costs associated with swale restoration include root pruning, vegetation removal (excluding trees), new fill, grading, irrigation, and excavation and management of excavated material. All costs associated with sodding shall be included in Bid Item L-1.
13. Bid Item L-1 includes all material, labor, and equipment costs associated with sodding the restored swales as depicted on the plans and the adjacent sod to the roadway that will be regarded allowing positive drainage off the road.
14. Bid Items PM-1, PM-2 and PM-3, include all costs associated with installing signage, reflective pavement markers, and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. This bid item shall also include existing striping removal through water-blasting. Costs associated with replacing existing signs or traffic control devices damaged as a result of construction will be the responsibility of the contractor.

END OF SECTION

Bid Addition 05 - Alternative (SW 166th Avenue)

Bid Item No.	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Value
GC-1	Mobilization	1	LS	$ 8,000.00	$ 8,000.00
GC-2	Maintenance of Traffic	1	LS	$ 20,000.00	$ 20,000.00
GC-3	Stormwater Pollution Prevention Plan	1	LS	$ 300.00	$ 300.00
GC-4	Clearing and Grubbing	1	LS	$ 66,000.00	$ 66,000.00
GC-5	Adjusting Existing Utility Covers	1	LS	$ 100.00	$ 100.00
SR-1	Site Restoration	1	LS	$ 29,000.00	$ 29,000.00
A-1	Allowance	1	LS	$ 10.00	$ 10.00
PB-1	Payment & Performance Bonds	1	LS	$ 20,000.00	$ 20,000.00
	SW 166th Ave				
C-1	Mill Existing Asphalt (1" Avg Depth)	1,350	SY	$ 2.00	$ 2,700.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	75	TN	$ 165.00	$ 12,375.00
C-3	Mill Existing Asphalt (2" Avg Depth)	26,230	SY	$ 2.00	$ 52,460.00
C-4	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	2,900	TN	$ 165.00	$ 478,500.00
C-5	Partial Pavement Restoration (4" Limerock)	200	SY	$ -	$ -
C-6	Excavation/Swale Restoration	1,250	CY	$ -	$ -
L-1	Sodding	15,025	SY	$ -	$ -
PM-1	6" Double Yellow, Thermoplastic	840	LF	$ 5.00	$ 4,200.00
PM-2	6" White, Thermoplastic	20,515	LF	$ 2.30	$ 47,184.50
PM-3	24" White, Thermoplastic	74	LF	$ 10.00	$ 740.00
PM-4	6" 10-30 Skip, Yellow Thermoplastic	0.5	GM	$ 4,000.00	$ 2,000.00
PM-5	Reflective Pavement Marker (RPM)	245	EA	$ 11.20	$ 2,744.00
PM-6	Pavement Marking, White, Arrow	2	EA	$ 200.00	$ 400.00
			SUBTOTAL		$ 746,713.50
			TOTAL		$746,713.50

TOTAL BID AMOUNT $ $746,713.50

TOTAL BID AMOUNT (IN WORDS) _____

Seven Hundred Forty-Six Thousand Seven Hundred Thirteen Dollars and Fifty Cents

The following Bid Item Notes apply to all bid items:

1. Bid Item GC-1 is a lump sum pay item for all mobilization costs.
2. Bid Item GC-2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen, if required.
3. Bid Item GC-3 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item GC-4 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, buildings, structures, appurtenances, existing flexible asphalt pavement, striping, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item GC-5 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers.
6. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town.
7. Bid Item A-1 is a lump sum allowance established to cover work, materials, or costs not fully defined or quantifiable at the time of bidding, including unforeseen site conditions encountered during construction. The allowance may be used to address subsurface conditions, hidden obstructions, conflicts, or other unexpected conditions that are not reasonably identifiable from the plans or pre-bid investigations. Use of the allowance shall be authorized in writing by the Owner or Engineer, and all expenditures shall be documented. Any unused portion of the allowance will be deducted from the contract price by change order.
8. Bid Item PB-1 is a lump sum pay item that includes all costs associated with furnishing Payment and Performance Bonds in accordance with contract requirements. This item includes all premiums, fees, and administrative costs required to secure and maintain the bonds for the full duration of the project.

9. Bid Item C-1 and C-3 includes all labor and equipment costs associated with milling the existing asphalt throughout the project area as shown on the plans. Price and payment shall be made at the contract unit price per square yard of existing asphalt milled (minimum depth 1" or 2") prior to placing the asphalt concrete overlay, hauling and removal of debris, and surface preparation. Any first lift of asphaltic concrete installed as part of a separate bid item must be placed so that it is not impacted or removed as part of this proposed milling process.
10. Bid Item C-2 and C-4 includes all material, labor, and equipment costs associated with installing the asphalt concrete overlay (1" or 2") throughout the project area as shown on the plans complete and accepted. This resurfacing bid item includes costs to provide smooth and continuous grading throughout the entire asphalt overlay process to avoid areas of standing water.
11. Bid Item C-5 includes all material, labor, and equipment costs associated with partial pavement restoration. The costs include saw cutting, removal of asphalt, all associated excavation, management of excavated materials, reworking of limerock (4" minimum), backfill and compaction, testing, and restoring asphalt (1" minimum) to match existing grade prior to the final overlay as shown on the plans. All costs associated with the final overlay shall be included in Bid Item C-2.
12. Bid Item C-6 includes all material, labor, and equipment costs associated with complete restoration of the swale areas as shown on the plans. Costs associated with swale restoration include root pruning, vegetation removal (excluding trees), new fill, grading, irrigation, and excavation and management of excavated material. All costs associated with sodding shall be included in Bid Item L-1.
13. Bid Item L-1 includes all material, labor, and equipment costs associated with sodding the restored swales as depicted on the plans and the adjacent sod to the roadway that will be regarded allowing positive drainage off the road.
14. Bid Items PM-1 to PM-6 include all costs associated with installing signage, reflective pavement markers, and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. This bid item shall also include existing striping removal through water-blasting. Costs associated with replacing existing signs or traffic control devices damaged as a result of construction will be the responsibility of the contractor.

END OF SECTION

Bid Addition 06 - Alternative (SW 51st Manor)

Bid Item No.	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Value
GC-1	Mobilization	1	LS	$ 1,500.00	$ 1,500.00
GC-2	Maintenance of Traffic	1	LS	$ 3,500.00	$ 3,500.00
GC-3	Stormwater Pollution Prevention Plan	1	LS	$ 300.00	$ 300.00
GC-4	Clearing and Grubbing	1	LS	$ 6,500.00	$ 6,500.00
GC-5	Adjusting Existing Utility Covers	1	LS	$ 100.00	$ 100.00
SR-1	Site Restoration	1	LS	$ 3,000.00	$ 3,000.00
A-1	Allowance	1	LS	$ 10.00	$ 10.00
PB-1	Payment & Performance Bonds	1	LS	$ 3,000.00	$ 3,000.00
	SW 51st Mn				
C-1	Mill Existing Asphalt (1" Avg Depth)	110	SY	$ 2.00	$ 220.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	10	TN	$ 165.00	$ 1,650.00
C-3	Mill Existing Asphalt (2" Avg Depth)	1,935	SY	$ 2.00	$ 3,870.00

C-4	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	213	TN	$ 165.00	$ 35,145.00
C-5	Partial Pavement Restoration (4" Limerock)	135	SY	$ -	$ -
C-6	Excavation/Swale Restoration	30	CY	$ -	$ -
L-1	Sodding	390	SY	$ -	$ -
PM-1	24" White, Thermoplastic	12	LF	$ 10.00	$ 120.00
		SUBTOTAL			$ 58,915.00
		TOTAL			

TOTAL BID AMOUNT $ 58,915.00

TOTAL BID AMOUNT (IN WORDS) _____

Fifty-Eight Thousand Nine Hundred Fifteen Dollars

The following Bid Item Notes apply to all bid items:

1. Bid Item GC-1 is a lump sum pay item for all mobilization costs.
2. Bid Item GC-2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen, if required.
3. Bid Item GC-3 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item GC-4 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, buildings, structures, appurtenances, existing flexible asphalt pavement, striping, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item GC-5 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers.
6. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town.
7. Bid Item A-1 is a lump sum allowance established to cover work, materials, or costs not fully defined or quantifiable at the time of bidding, including unforeseen site conditions encountered during construction. The allowance may be used to address subsurface conditions, hidden obstructions, conflicts, or other unexpected conditions that are not reasonably identifiable from the plans or pre-bid investigations. Use of the allowance shall be authorized in writing by the Owner or Engineer, and all expenditures shall be documented. Any unused portion of the allowance will be deducted from the contract price by change order.

8. Bid Item PB-1 is a lump sum pay item that includes all costs associated with furnishing Payment and Performance Bonds in accordance with contract requirements. This item includes all premiums, fees, and administrative costs required to secure and maintain the bonds for the full duration of the project.
9. Bid Item C-1 and C-3 includes all labor and equipment costs associated with milling the existing asphalt throughout the project area as shown on the plans. Price and payment shall be made at the contract unit price per square yard of existing asphalt milled (minimum depth 1" or 2") prior to placing the asphalt concrete overlay, hauling and removal of debris, and surface preparation. Any first lift of asphaltic concrete installed as part of a separate bid item must be placed so that it is not impacted or removed as part of this proposed milling process.
10. Bid Item C-2 and C-4 includes all material, labor, and equipment costs associated with installing the asphalt concrete overlay (1" or 2") throughout the project area as shown on the plans complete and accepted. This resurfacing bid item includes costs to provide smooth and continuous grading throughout the entire asphalt overlay process to avoid areas of standing water.
11. Bid Item C-5 includes all material, labor, and equipment costs associated with partial pavement restoration. The costs include saw cutting, removal of asphalt, all associated excavation, management of excavated materials, reworking of limerock (4" minimum), backfill and compaction, testing, and restoring asphalt (1" minimum) to match existing grade prior to the final overlay as shown on the plans. All costs associated with the final overlay shall be included in Bid Item C-2.
12. Bid Item C-6 includes all material, labor, and equipment costs associated with complete restoration of the swale areas as shown on the plans. Costs associated with swale restoration include root pruning, vegetation removal (excluding trees), new fill, grading, irrigation, and excavation and management of excavated material. All costs associated with sodding shall be included in Bid Item L-1.
13. Bid Item L-1 includes all material, labor, and equipment costs associated with sodding the restored swales as depicted on the plans and the adjacent sod to the roadway that will be regarded allowing positive drainage off the road.
14. Bid Item PM-1 includes all costs associated with installing signage, reflective pavement markers, and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. This bid item shall also include existing striping removal through water-blasting. Costs associated with replacing existing signs or traffic control devices damaged as a result of construction will be the responsibility of the contractor.

END OF SECTION

Bid Addition 07 - Alternative (SW 52nd Place)

Bid Item No.	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Value
GC-1	Mobilization	1	LS	$ 3,500.00	$ 3,500.00
GC-2	Maintenance of Traffic	1	LS	$ 4,000.00	$ 4,000.00
GC-3	Stormwater Pollution Prevention Plan	1	LS	$ 300.00	$ 300.00
GC-4	Clearing and Grubbing	1	LS	$ 3,000.00	$ 3,000.00
GC-5	Adjusting Existing Utility Covers	1	LS	$ 100.00	$ 100.00

SR-1	Site Restoration	1	LS	$ 2,500.00	$ 2,500.00
A-1	Allowance	1	LS	$ 10.00	$ 10.00
PB-1	Payment & Performance Bonds	1	LS	$ 6,000.00	$ 6,000.00
SW 52nd Pl					
C-1	Mill Existing Asphalt (2" Avg Depth)	3,270	SY	$ 2.00	$ 6,540.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	360	TN	$ 165.00	$ 59,400.00
C-3	Partial Pavement Restoration (4" Limerock)	16	SY	$ -	$ -
C-4	Excavation/Swale Restoration	307	CY	$ -	$ -
L-1	Sodding	1,300	SY	$ -	$ -
PM-1	24" White, Thermoplastic	12	LF	$ 10.00	$ 120.00
		SUBTOTAL		$	85,470.00
		TOTAL			

TOTAL BID AMOUNT $ 85,470.00

TOTAL BID AMOUNT (IN WORDS) _____

Eighty-Five Thousand Four Hundred Seventy Dollars

The following Bid Item Notes apply to all bid items:

1. Bid Item GC-1 is a lump sum pay item for all mobilization costs.
2. Bid Item GC-2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen, if required.
3. Bid Item GC-3 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item GC-4 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, buildings, structures, appurtenances, existing flexible asphalt pavement, striping, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item GC-5 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers.
6. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town.

7. Bid Item A-1 is a lump sum allowance established to cover work, materials, or costs not fully defined or quantifiable at the time of bidding, including unforeseen site conditions encountered during construction. The allowance may be used to address subsurface conditions, hidden obstructions, conflicts, or other unexpected conditions that are not reasonably identifiable from the plans or pre-bid investigations. Use of the allowance shall be authorized in writing by the Owner or Engineer, and all expenditures shall be documented. Any unused portion of the allowance will be deducted from the contract price by change order.
8. Bid Item PB-1 is a lump sum pay item that includes all costs associated with furnishing Payment and Performance Bonds in accordance with contract requirements. This item includes all premiums, fees, and administrative costs required to secure and maintain the bonds for the full duration of the project.
9. Bid Item C-1 includes all labor and equipment costs associated with milling the existing asphalt throughout the project area as shown on the plans. Price and payment shall be made at the contract unit price per square yard of existing asphalt milled (minimum depth 2") prior to placing the asphalt concrete overlay, hauling and removal of debris, and surface preparation. Any first lift of asphaltic concrete installed as part of a separate bid item must be placed so that it is not impacted or removed as part of this proposed milling process.
10. Bid Item C-2 includes all material, labor, and equipment costs associated with installing the asphalt concrete overlay (2") throughout the project area as shown on the plans complete and accepted. This resurfacing bid item includes costs to provide smooth and continuous grading throughout the entire asphalt overlay process to avoid areas of standing water.
11. Bid Item C-3 includes all material, labor, and equipment costs associated with partial pavement restoration. The costs include saw cutting, removal of asphalt, all associated excavation, management of excavated materials, reworking of limerock (4" minimum), backfill and compaction, testing, and restoring asphalt (2" minimum) to match existing grade prior to the final overlay as shown on the plans. All costs associated with the final overlay shall be included in Bid Item C-4.
12. Bid Item C-4 includes all material, labor, and equipment costs associated with complete restoration of the swale areas as shown on the plans. Costs associated with swale restoration include root pruning, vegetation removal (excluding trees), new fill, grading, irrigation, and excavation and management of excavated material. All costs associated with sodding shall be included in Bid Item L-1.
13. Bid Item L-1 includes all material, labor, and equipment costs associated with sodding the restored swales as depicted on the plans and the adjacent sod to the roadway that will be regarded allowing positive drainage off the road.
14. Bid Item PM-1 includes all costs associated with installing signage, reflective pavement markers, and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. This bid item shall also include existing striping removal through water-blasting. Costs associated with replacing existing signs or traffic control devices damaged as a result of construction will be the responsibility of the contractor.

END OF SECTION

Bid Addition 08 - Alternative (SW 54th Place)

Bid Item No.	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Value
GC-1	Mobilization	1	LS	$ 2,000.00	$ 2,000.00

GC-2	Maintenance of Traffic	1	LS	$ 4,000.00	$ 4,000.00
GC-3	Stormwater Pollution Prevention Plan	1	LS	$ 300.00	$ 300.00
GC-4	Clearing and Grubbing	1	LS	$ 5,000.00	$ 5,000.00
GC-5	Adjusting Existing Utility Covers	1	LS	$ 100.00	$ 100.00
SR-1	Site Restoration	1	LS	$ 2,000.00	$ 2,000.00
A-1	Allowance	1	LS	$ 10.00	$ 10.00
PB-1	Payment & Performance Bonds	1	LS	$ 3,000.00	$ 3,000.00
SW 54th Pl					
C-1	Mill Existing Asphalt (2" Avg Depth)	3,605	SY	$ 2.00	$ 7,210.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	397	TN	$ 165.00	$ 65,505.00
C-3	Excavation/Swale Restoration	50	CY	$ -	$ -
L-1	Sodding	850	SY	$ -	$ -
PM-1	24" White, Thermoplastic	25	LF	$ 10.00	$ 250.00
		SUBTOTAL		$	89,375.00
		TOTAL			

TOTAL BID AMOUNT $ 89,375.00

TOTAL BID AMOUNT (IN WORDS) _____

Eighty-Nine Thousand Three Hundred Seventy-Five Dollars

The following Bid Item Notes apply to all bid items:

1. Bid Item GC-1 is a lump sum pay item for all mobilization costs.
2. Bid Item GC-2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen, if required.
3. Bid Item GC-3 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item GC-4 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, buildings, structures, appurtenances, existing flexible asphalt pavement, striping, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item GC-5 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers.
6. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town.

7. Bid Item A-1 is a lump sum allowance established to cover work, materials, or costs not fully defined or quantifiable at the time of bidding, including unforeseen site conditions encountered during construction. The allowance may be used to address subsurface conditions, hidden obstructions, conflicts, or other unexpected conditions that are not reasonably identifiable from the plans or pre-bid investigations. Use of the allowance shall be authorized in writing by the Owner or Engineer, and all expenditures shall be documented. Any unused portion of the allowance will be deducted from the contract price by change order.
8. Bid Item PB-1 is a lump sum pay item that includes all costs associated with furnishing Payment and Performance Bonds in accordance with contract requirements. This item includes all premiums, fees, and administrative costs required to secure and maintain the bonds for the full duration of the project.
9. Bid C-1 includes all labor and equipment costs associated with milling the existing asphalt throughout the project area as shown on the plans. Price and payment shall be made at the contract unit price per square yard of existing asphalt milled (minimum depth 2") prior to placing the asphalt concrete overlay, hauling and removal of debris, and surface preparation. Any first lift of asphaltic concrete installed as part of a separate bid item must be placed so that it is not impacted or removed as part of this proposed milling process.
10. Bid Item C-2 includes all material, labor, and equipment costs associated with installing the asphalt concrete overlay (2") throughout the project area as shown on the plans complete and accepted. This resurfacing bid item includes costs to provide smooth and continuous grading throughout the entire asphalt overlay process to avoid areas of standing water.
11. Bid Item C-3 includes all material, labor, and equipment costs associated with complete restoration of the swale areas as shown on the plans. Costs associated with swale restoration include root pruning, vegetation removal (excluding trees), new fill, grading, irrigation, and excavation and management of excavated material. All costs associated with sodding shall be included in Bid Item L-1.
12. Bid Item L-1 includes all material, labor, and equipment costs associated with sodding the restored swales as depicted on the plans and the adjacent sod to the roadway that will be regarded allowing positive drainage off the road.
13. Bid Item PM-1 includes all costs associated with installing signage, reflective pavement markers, and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. This bid item shall also include existing striping removal through water-blasting. Costs associated with replacing existing signs or traffic control devices damaged as a result of construction will be the responsibility of the contractor.

END OF SECTION

Bid Addition 09 - Alternative (SW 59th Court)

Bid Item No.	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Value
GC-1	Mobilization	1	LS	$ 3,000.00	$ 3,000.00
GC-2	Maintenance of Traffic	1	LS	$ 5,000.00	$ 5,000.00
GC-3	Stormwater Pollution Prevention Plan	1	LS	$ 300.00	$ 300.00
GC-4	Clearing and Grubbing	1	LS	$ 5,000.00	$ 5,000.00
GC-5	Adjusting Existing Utility Covers	1	LS	$ 100.00	$ 100.00
SR-1	Site Restoration	1	LS	$ 2,000.00	$ 2,000.00
A-1	Allowance	1	LS	$ 10.00	$ 10.00
PB-1	Payment & Performance Bonds	1	LS	$ 5,000.00	$ 5,000.00
	SW 59th Ct				
C-1	Mill Existing Asphalt (2" Avg Depth)	2,720	SY	$ 2.00	$ 5,440.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	300	TN	$ 165.00	$ 49,500.00
C-3	Excavation/Swale Restoration	90	CY	$ -	$ -
L-1	Sodding	1,300	SY	$ -	$ -
PM-1	24" White, Thermoplastic	12	LF	$ 10.00	$ 120.00
			SUBTOTAL		$ 75,470.00
			TOTAL		

TOTAL BID AMOUNT $ 75,470.00

TOTAL BID AMOUNT (IN WORDS) _____

Seventy-Five Thousand Four Hundred Seventy Dollars

The following Bid Item Notes apply to all bid items:

1. Bid Item GC-1 is a lump sum pay item for all mobilization costs.
2. Bid Item GC-2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen, if required.
3. Bid Item GC-3 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item GC-4 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, buildings, structures, appurtenances, existing flexible asphalt pavement, striping, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item GC-5 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers.
6. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town.

7. Bid Item A-1 is a lump sum allowance established to cover work, materials, or costs not fully defined or quantifiable at the time of bidding, including unforeseen site conditions encountered during construction. The allowance may be used to address subsurface conditions, hidden obstructions, conflicts, or other unexpected conditions that are not reasonably identifiable from the plans or pre-bid investigations. Use of the allowance shall be authorized in writing by the Owner or Engineer, and all expenditures shall be documented. Any unused portion of the allowance will be deducted from the contract price by change order.
8. Bid Item PB-1 is a lump sum pay item that includes all costs associated with furnishing Payment and Performance Bonds in accordance with contract requirements. This item includes all premiums, fees, and administrative costs required to secure and maintain the bonds for the full duration of the project.
9. Bid Item C-1 includes all labor and equipment costs associated with milling the existing asphalt throughout the project area as shown on the plans. Price and payment shall be made at the contract unit price per square yard of existing asphalt milled (minimum depth 2") prior to placing the asphalt concrete overlay, hauling and removal of debris, and surface preparation. Any first lift of asphaltic concrete installed as part of a separate bid item must be placed so that it is not impacted or removed as part of this proposed milling process.
10. Bid Item C-2 includes all material, labor, and equipment costs associated with installing the asphalt concrete overlay (2") throughout the project area as shown on the plans complete and accepted. This resurfacing bid item includes costs to provide smooth and continuous grading throughout the entire asphalt overlay process to avoid areas of standing water.
11. Bid Item C-3 includes all material, labor, and equipment costs associated with complete restoration of the swale areas as shown on the plans. Costs associated with swale restoration include root pruning, vegetation removal (excluding trees), new fill, grading, irrigation, and excavation and management of excavated material. All costs associated with sodding shall be included in Bid Item L-1.
12. Bid Item L-1 includes all material, labor, and equipment costs associated with sodding the restored swales as depicted on the plans and the adjacent sod to the roadway that will be regarded allowing positive drainage off the road.
13. Bid Item PM-1 includes all costs associated with installing signage, reflective pavement markers, and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. This bid item shall also include existing striping removal through water-blasting. Costs associated with replacing existing signs or traffic control devices damaged as a result of construction will be the responsibility of the contractor.

END OF SECTION

TRANSPORTATION SURTAX ADDENDUM FOR MUNICIPAL CONSTRUCTION CONTRACTS
(SURTAX PROJECT# RMSWRA-004 / IFB# 26-012)

This Transportation Surtax Addendum ("Addendum") is between the Town of Southwest Ranches, a municipality of the State of Florida ("Municipality"), and Weekley Asphalt Paving, Inc. a Florida Corporation ("Contractor") (each a "Party" and collectively referred to as the "Parties").

GENERAL CONTRACT TERMS

A. The solicitation, purchase order, or contract between Contractor and Municipality for Surtax Project# RMSWRA-004 (all of which shall be referred to in this Addendum as "the Contract" or "this Contract") is funded in whole or in part by the transportation surtax levied pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (the "County Surtax Ordinance"). The Construction Contract is therefore subject to the terms and conditions of County Surtax Ordinance, Section 212.055(1) of the Florida Statutes, other laws and regulations governing procurement activities, and the terms and conditions of the interlocal funding agreement between Broward County, a political subdivision of the State of Florida ("Broward County") and Municipality to provide for funding of the Project (the "Funding Agreement").

B. The purpose of this Addendum is to incorporate the terms and conditions required by the County Surtax Ordinance, Section 212.055(1), Florida Statutes, and the Funding Agreement, into the Parties' Construction Contract and all other Contract Documents. All contract provisions required by the County Surtax Ordinance, Section 212.055(1) of the Florida Statutes, and the Funding Agreement, as amended, are incorporated in this Addendum by reference, whether or not expressly set forth in the provisions below.

C. Contractor agrees to include the terms in this Addendum in each subcontract financed in whole or in part with transportation surtax funds levied pursuant to the County Surtax Ordinance.

D. In the event of any conflict between the terms contained in this Addendum and those contained in any of the Contract Documents, the terms of this Addendum shall prevail. Unless otherwise expressly provided by Florida law, any terms required by the County Surtax Ordinance and Section 212.055(1) of the Florida Statutes, as amended, shall control in the event of a conflict with any provisions contained in this Addendum.

E. The Parties agree to perform their respective obligations under the Contract Documents in accordance with the terms provided in this Addendum.

ARTICLE 1. DEFINITIONS

Whenever the following terms appear in this Addendum, the intent and meaning shall be interpreted as follows:

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, including as amended.

1.2. **Bidder** means an entity or individual submitting a bid for this Project, acting directly or through a duly authorized representative.

1.3. **Board** means the governing body of Municipality, its successors and assigns.

1.4. **Change Order** means a written document ordering a change in the Contract Price or Contract Time or a material change in the Work.

1.5. **Code** means the Broward County Code of Ordinances.

1.6. **Consultant** means the architect or engineer who has contracted with Municipality or who is an employee of Municipality, and provides professional services for this Project.

1.7. **Contract Administrator** means Russell Muñiz or such other person designated by Town Administrator in writing.

1.8. **Contract Documents** means the official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes the Contract, any contract supplement general conditions, and supplemental general conditions, the Scope of Work, invitation to bid, amendments and addenda, standard instructions to vendors, special instructions to vendors, Plans, Drawings, exhibits, general requirements, technical specifications, bid forms, record of award by the Board, bonds, notice of award, Notice(s) to Proceed, supplements, representations and certifications, certificates, project forms, closeout forms, purchase order(s), Change Order(s), Field Order(s), special provisions, BIM and electronic media submittal requirements, documents incorporated into the Construction Contract by reference and/or as an exhibit, and any additional documents required by Broward County or Municipality, or for the Project.

1.9. **Contract Price** means the amount established in the bid submittal and award by the Board, as may be amended by Change Order.

1.10. **Contract Time** means the time between commencement and completion of the Work, including any milestone dates thereof, established in Article 3 of this Addendum, as may be amended by Change Order.

1.11. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act, Section 1-81, et seq., of the Code.

1.12. **Field Order** means a written order of minor changes in the Work that does not involve a change in the Contract Price or Contract Time.

1.13. **Final Completion** means the date certified by Consultant in the Final Certificate of Payment as the date upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by Consultant; any other documents required to be provided by Contractor have been received by Consultant; and to the best of Consultant's knowledge, information and belief, the Work, including all Work described in the Punch List, has been fully completed in accordance with the terms and conditions of the Contract Documents.

1.14. **Materials** means physical items incorporated in this Project or used or consumed in the performance of the Work.

1.15. **Municipality Manager** means the official appointed by the Municipality who directs the administration of the Municipality.

1.16. **Notice(s) to Proceed** means a written notice to Contractor issued by the Contract Administrator authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

1.17. **OESBD** means Broward County's Office of Economic and Small Business Development.

1.18. **Plans** or **Drawings** means the official graphic representations of this Project.

1.19. **Purchasing Director** means Municipality's Town Administrator or designee authorized to execute Work Authorizations.

1.20. **Project** means the construction project described in the Contract Documents, including the Work described therein.

1.21. **Project Initiation Date** means the date upon which the Contract Time commences.

1.22. **Punch List** means a document developed by Consultant and the Contract Administrator and provided to Contractor simultaneously with, or within thirty (30) to forty-five (45) calendar days after, the issuance of a Certificate of Substantial Completion or Partial Substantial Completion, that lists Work that Contractor has yet to complete or that does not conform to the Contract Documents and that Contractor must complete or correct, as indicated in the document, to satisfy the requirements of this Contract for Final Completion and to make the Work satisfactory and acceptable.

1.23. **Scope of Work** means the labor, materials, equipment, services, and incidentals necessary to complete the Project and perform the Work as provided in the Contract Documents.

1.24. **Subcontractor** means any person, firm or corporation, including any subconsultant, having a direct contract with Contractor, regardless of tier, to perform all or any portion of the work described in the Contract Documents, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.

1.25. **Substantial Completion** means that date, as certified in writing by Consultant and as finally determined by the Contract Administrator in the Contract Administrator's sole discretion, and set forth on a Certificate of Substantial Completion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and Municipality or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy will not, by itself, constitute the achievement or date of Substantial Completion.

1.26. **Supplemental Instructions** means a written order, instruction, or interpretation concerning the Contract Documents or performance of the Work that does not involve a change in the Contract Price or Contract Time.

1.27. **Surety** means the surety company or individual that is bound by the performance bond and payment bond with and for Contractor that is primarily liable for satisfactory performance of the Work, and which surety company or individual is responsible for Contractor's satisfactory performance of the Work under this Contract and for the payment of all debts and other obligations pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.28. **Work** means the construction and other services required by the Contract Documents, whether completed or partially completed, and includes all labor, Materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2. EXHIBITS

Exhibit A - **List of CBE Certified Firms**
Exhibit B - **Additional Forms:**
- **Statement of CBE Assurance**
- **Scrutinized Companies List Certification**

ARTICLE 3. CONTRACT TIME

3.1. Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by Municipality's Purchasing Director and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor submits to Municipality all required documents and after execution of this Contract by both Parties. Preliminary Work, including submission of a project schedule, schedule of values, submittals, submittal schedule, surveys (as applicable), and other documents required for permitting, and performance of Work that does not require permits, shall commence within ten (10) days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for additional Work. Except for the reimbursement of permit application fees, impact fees, and performance and payment bond premiums as may be provided for in the Contract Documents, Contractor shall not be entitled to compensation of any kind prior to the issuance of the second Notice to Proceed. The Work to be performed pursuant to the second Notice to Proceed shall commence within ten (10) days after the Project Initiation Date specified in the second Notice to Proceed.

3.2. Time is of the essence for Contractor's performance under this Contract. Contractor must obtain Substantial Completion of the Work within one hundred eighty (180) calendar days after the Project Initiation Date specified in the second Notice to Proceed, and Final Completion within two hundred ten (210) calendar days after Substantial Completion.

3.3. Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 3.2, as extended by any approved time extensions, Contractor shall pay to Municipality the sum of $200 for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work and obtain Final Completion within the deadline stated in Section 3.2, as extended by approved time extensions thereof, Contractor shall pay to Municipality the sum of $200 for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to Municipality for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by Municipality as a consequence of Contractor's failure to timely obtain Substantial Completion, Final Completion, or both; and (2) both Parties' desire to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to achieve Substantial Completion, Final Completion, or both, on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for Substantial Completion, Final Completion, or both, is given. Liquidated damages do not address costs incurred by Municipality or

Consultant: (a) due to an audit conducted pursuant to Article 9 of the General Conditions; or (b) in having Consultant administer the construction of the Project beyond the deadlines for Substantial Completion, Final Completion, or both. Contractor is separately responsible to Municipality for the actual costs referenced in (a) and (b) above, pursuant to Section 3.5.

3.4. Municipality may, but is not obligated to, deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as Municipality may, in its sole discretion, deem just and reasonable.

3.5. Separate and apart from the liquidated damages stated in Section 3.3, Contractor shall also reimburse Municipality for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified in Section 3.2, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between Municipality and Consultant. Municipality may, but is not obligated to, deduct such costs from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by Municipality as costs are incurred by Consultant and agreed to by Municipality.

3.6. If Municipality elects not to deduct all or a portion of either the Liquidated Damages or the Consultant costs incurred by Municipality beyond the completion dates, as described in Section 3.5, from other monies due Contractor from Municipality, Contractor must pay the claimed amounts within thirty (30) days after demand by the Contract Administrator.

ARTICLE 4. PROGRESS PAYMENTS

4.1. Contractor may make an application for payment ("Application for Payment"), at intervals of not more than once a month, for Work completed on the Project during the preceding interval. Contractor shall, where the Project involves CBE Subcontractors, make Application for Payment, at monthly intervals, for Work completed on the Project by such Subcontractors during the preceding monthly interval. Contractor's Applications for payment must show a complete breakdown of the Project components, the quantities completed during the applicable interval, and the amount of payment sought, together with such supporting evidence as may be required by Consultant or the Contract Administrator. At a minimum, Contractor shall submit with each Application for Payment: an updated progress schedule acceptable to Consultant as required by the Contract Documents; a completed Form 007500-9, Certification of Payments to Subcontractors; a statement indicating the cumulative amount of CBE participation to date; and a release of liens and claims relative to the Work that was the subject of any previous Applications for Payment or consent of surety relative to the Work that is the subject of the Application for Payment. If Contractor has not made payment to a Subcontractor, the Certification of Payments to Subcontractors form shall be accompanied by a copy of the notification sent to each Subcontractor (listed in Item 2 of the form) to whom payment has not been made, explaining the good cause why payment was not made. When applicable, each Application for Payment shall be accompanied by a completed Statement of Compliance form (Form 00922 for Prevailing Wage

Rate; or Form 007500-8 for Davis-Bacon Act). The referenced forms are available at https://www.broward.org/Purchasing/Pages/StandardTerms.aspx or upon written request to the Contract Administrator. Each Application for Payment shall be submitted in triplicate to Consultant for approval as follows:

Emily Aceti, Community Services Manager
eaceti@swranches.org

All Applications for Payment shall be stamped as received on the date on which they are delivered in the manner specified above. Payments of Applications for Payment shall be subject to approval as specified herein, and, if approved, payment for the undisputed portion(s) of the Application for Payment shall be due twenty (20) business days after the date on which the Application for Payment is stamped received. At the end of the twenty (20) business days, Contractor may send the Contract Administrator an overdue notice. If the Application for Payment is not rejected within four (4) business days after delivery of the overdue notice, the Application for Payment shall be deemed accepted, excepting any portions that Municipality determines to be fraudulent or misleading. If the Application for Payment does not meet the requirements of this Contract, Municipality shall reject the Application for Payment within twenty (20) business days after the date stamped received and said rejection shall specify each deficiency and the action necessary by Contractor to cure each deficiency. If Contractor submits a request that corrects each deficiency, the corrected Application for Payment must be paid or rejected within ten (10) business days after the corrected Application for Payment is stamped as received. Any dispute between Municipality and Contractor shall be communicated in writing and resolved pursuant to the dispute resolution procedure set forth in the Contract Documents.

4.2. Prior to issuance of the Punch List, Municipality may withhold retainage on each progress payment as set forth in Section 255.078, Florida Statutes, as amended. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Contract Administrator, as may be recommended by Consultant. Any interest earned on retainage shall accrue to the benefit of Municipality.

If the Summary of Terms and Conditions indicates that Materials and equipment will be stored at the Project site, as payment for such storage, Contractor shall receive payment equal to ninety percent (90%) of the invoiced amount of the Materials and equipment in the manner set forth in this paragraph. The invoiced amount shall be based on the value of all acceptable Materials and equipment not yet incorporated in the Work but delivered and suitably stored at the Project site and scheduled for installation on-site within thirty (30) days after the date of the Application for Payment. Copies of the supplier's invoices for the Materials and equipment shall be included with the Application for Payment.

4.3. Notwithstanding any provision of this Contract to the contrary, Municipality may withhold payment, in whole or in part, in accordance with Applicable Law, as a consequence of

Contractor's material breach of any obligation under the Contract Documents, or to such extent as may be necessary to protect itself from loss on account of any of the following:

4.3.1. Inadequate or defective Work not remedied.

4.3.2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Municipality relating to Contractor's performance.

4.3.3. Failure of Contractor to make payments properly to Subcontractors or for material or labor.

4.3.4. Damage to another contractor not remedied.

4.3.5. Liquidated damages and costs incurred by Municipality for extended construction administration, which may include costs associated with Consultant and/or owner representatives.

4.3.6. Failure of Contractor to provide any document(s) required by the Contract Documents.

When the above grounds are removed or resolved to the satisfaction of the Contract Administrator, any applicable withheld payment shall be made to the extent otherwise due.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

5.1. Consultant shall conduct an inspection within ten (10) days after receipt of written notice from Contractor that all Work described in the Punch List has been completed and the Work is ready for final inspection and acceptance. A Final Certificate of Payment (Form 007600-2, available at https://www.broward.org/Purchasing/Pages/StandardTerms.aspx) for the Work, or the applicable phase thereof, shall be issued if Consultant and the Contract Administrator find that: (a) the Work is acceptable; (b) the requisite documents have been submitted; (c) the requirements of the Contract Documents are fully satisfied; and (d) all conditions of the permits and regulatory agencies have been met. Such Final Certificate of Payment shall be issued by Consultant, under its signature, stating that the applicable requirements of the Contract Documents have been performed and that the Work is ready for acceptance under the terms and conditions of the Contract Documents.

5.2. Before issuance of the Final Certificate of Payment, Contractor shall deliver to Consultant the following final payment package: a complete release of all claims arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness and financial obligations connected with the applicable Work have been paid, or, in the alternative, a consent of the Surety to final payment on Contractor's behalf; the final corrected as-built Drawings; the final bill of Materials, if required, and the final Application for Payment. This final payment package must include a

completed, sworn, and notarized Final List of Noncertified Subcontractors and Suppliers (Form 07600-4, available at https://www.broward.org/Purchasing/Pages/StandardTerms.aspx), with a list of all noncertified Subcontractors and suppliers used attached thereto.

5.3. If, after Substantial Completion, Final Completion is materially delayed through no fault of Contractor, and Consultant so certifies, Municipality shall, upon certification of Consultant, and without terminating this Contract, make payment of the balance due for any portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, but it shall not constitute a waiver of any claims by Municipality.

5.4. Final payment shall be made only after the Board or Municipality's Purchasing Director, as applicable, has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator and has approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment. Upon receipt of final payment, Contractor shall immediately deliver to Municipality a completed Form of Final Receipt (Form 007600-3, available at https://www.broward.org/Purchasing/Pages/StandardTerms.aspx).

ARTICLE 6. PERFORMANCE AND PAYMENT BOND

6.1. Within ten (10) days after being notified of the award, Contractor shall furnish a completed Performance Bond (Form 007500-1) and Payment Bond (Form 007500-2) (both available at https://www.broward.org/Purchasing/Pages/StandardTerms.aspx). Each bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to Municipality the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, and Subcontractors employed pursuant to this Project. Each bond shall be with a surety company that is qualified pursuant to Article 7. Each Bond must name "Broward County" as an additional obligee.

6.2. Each bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract Price, including as modified pursuant to this Contract, to ensure that Contractor will, upon notification by Municipality, correct any defective or faulty Work or Materials that appear within one (1) year after Final Completion of this Contract. If the original bond does not satisfy these requirements, Contractor must provide an additional bond or rider to the extent necessary to satisfy these requirements.

6.3. Pursuant to the requirements of Section 255.05, Florida Statutes, Contractor shall ensure that the bond(s) referenced above shall be recorded in the Official Records of Broward County and provide Municipality with evidence of such recording.

6.4. In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security in the form of cash, money order, certified check, cashier's check, or

unconditional letter of credit. Such alternate forms of security shall be subject to the approval of Municipality and for the same purpose, and shall be subject to the same conditions as those applicable above, and shall be held by Municipality for one (1) year after completion and acceptance of the Work.

ARTICLE 7. QUALIFICATION OF SURETY

7.1. For all Bid Bonds, Performance Bonds, and Payment Bonds over $500,000:

7.1.1. 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 the past five (5) years.

7.1.2. 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 as a proper surety herein, 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 (31 C.F.R. §§ 223.10, 223.11). Further, the surety company shall provide Municipality with evidence satisfactory to Municipality that such excess risk has been protected in an acceptable manner.

7.1.3. A surety company that is rejected by Municipality may be substituted by the Bidder or proposer with a surety company acceptable to Municipality, but only if the bid amount does not increase.

7.1.4. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications according to the latest edition of Best's Insurance Guide, published by AM Best Company, Oldwick, New Jersey:

Amount of Bond	Municipality Policy Holder's Ratings Strength/Financial Size
$500,001 to $1,500,000	A/ III
$1,500,001 to $2,500,000	A/ VI
$2,500,001 to $5,000,000	A/ VII
$5,000,001 to $10,000,000	A/ VIII
Over $10,000,000	A/ IX

7.2. For projects that do not exceed Five Hundred Thousand Dollars ($500,000.00), Municipality may accept a Bid Bond, Performance Bond, or Payment Bond from a surety company that has twice the minimum surplus and capital required by the Florida Office of Insurance

Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Sections 9304 to 9308 of Title 31 of the United States Code. A completed Certificate and Affidavit for Bonds $500,000 or Less (Form 007500-4, available at https://www.broward.org/Purchasing/Pages/StandardTerms.aspx) must be submitted with the Bid Bond, Performance Bond, or Payment Bond.

7.3. More stringent requirements of any grantor agency may be set forth within the Supplemental General Conditions. If there are no more stringent requirements, the provisions of this Article 7 shall apply.

ARTICLE 8. SUPERINTENDENCE AND SUPERVISION

8.1. Municipality's instructions are to be given through Consultant, which instructions Contractor must strictly and promptly follow in every case. Contractor shall keep on the Project a full-time, competent, English-speaking superintendent and any necessary assistants, all of whom must be satisfactory to Consultant. The superintendent shall not be changed except with the written consent of Consultant, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor; all instructions given to the superintendent shall be as binding as if given to Contractor, and will be confirmed in writing by Consultant upon the written request of Contractor. Contractor shall provide efficient supervision of the Work, using its best skill and attention.

8.2. On a daily basis, Contractor's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; Materials, labor, personnel, equipment and Subcontractors at the Project site; visitors to the Project site, including representatives of Municipality, Consultant, or regulatory representatives; any event that caused or contributed a delay to the critical path of the Project; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink, unless otherwise approved by Consultant. The daily log shall be kept on or accessible from the Project site and shall be available at all times for inspection and copying by Municipality and Consultant.

8.3. The Contract Administrator, Contractor, and Consultant shall meet at least every two (2) weeks (or as otherwise determined by the Contract Administrator) during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. Consultant shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

8.4. If Contractor, in the course of performing the Work, finds any discrepancy between this Contract and the physical conditions of the locality, or any errors, omissions, or discrepancies in this Contract, it shall be Contractor's duty to immediately inform Consultant, in writing, and

Consultant will promptly review same. Any Work done after such discovery, until authorized, will be done at Contractor's sole risk, without entitlement to reimbursement or compensation.

8.5. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with this Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

ARTICLE 9. PROJECT RECORDS AND RIGHT TO AUDIT

9.1. Audit Rights and Retention of Records. Contractor and all Subcontractors shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Contract or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with Municipality. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this article may be performed by any representative of Municipality and/or County (including any outside representative engaged by either entity). Municipality and County may conduct audits or inspections at any time during the term of this Contract and for a period of three (3) years after the expiration or termination of this Contract (or longer if required by Applicable Law, Municipality and/or County). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Contractor's employees, Subcontractors, vendors, or other labor.

9.2. Municipality and County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida. Contractor hereby grants Municipality and County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by Municipality or County, with seventy-two (72) hours' advance notice. Contractor agrees to provide adequate and appropriate workspace for such review. Contractor shall provide Municipality and County with reasonable access to Contractor's facilities, and Municipality and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract. Contractor shall make all Contract Records available electronically in common file formats, and/or via remote access, if and to the extent, requested by Municipality.

9.3. Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Contract. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices

and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Contract, whether by Contractor or Subcontractors, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

a) Compliance with Contract
b) Compliance with Municipality's code of ethics
c) Compliance with Contract provisions regarding the pricing of Change Orders
d) Accuracy of Contractor representations regarding the pricing of invoices
e) Accuracy of Contractor representations related to claims submitted by Contractor including Subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to Municipality, in order to facilitate efficient use of Municipality resources when reviewing or auditing Contractor's billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to Subcontractors, etc.	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting all reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

9.4. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Municipality's disallowance and recovery of any payment reliant upon such entry.

9.5. Contractor shall refund any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges, in addition to refunding the overcharged amount and the cost of the audit, Contractor shall pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by Municipality and/or County due to the overcharge, including, but not limited to, administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of any such audit must be made within thirty (30) days after presentation of County's findings to Contractor.

9.6. Contractor shall, by written contract, require all Subcontractors to agree to the requirements and obligations of this Article 9.

ARTICLE 10. DIFFERING SITE CONDITIONS

If during the course of the Work Contractor encounters (1) subsurface or concealed conditions at the Project site that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) 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 this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Administrator and Consultant in writing of the existence of the aforesaid conditions. Consultant and Contract Administrator 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 Contract Administrator, 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, whether or not charged as a result of the conditions, Contract Administrator may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Contract Administrator and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Consultant for determination in accordance with the provisions of the Contract Documents. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to Contract Administrator in strict accordance with the provisions of this article. **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 Contract Administrator as the date of Substantial Completion.**

ARTICLE 11. LOCATION AND DAMAGE TO EXISTING FACILITIES

11.1. Utility lines in the Project area have been shown on the Plans. However, Municipality does not represent or warrant that all lines are shown, or that the ones indicated are in their true location. Contractor must identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. Contractor will not be entitled to any additional

compensation due to discrepancies between actual location of utilities and Plan location of utilities.

11.2. Contractor shall notify each utility company with facilities in the Project site, at least thirty (30) days prior to the start of construction, to arrange for positive underground location, relocation, or support of its utility where that utility may be in conflict with or endangered by the Work. The cost of relocation of water mains or other utilities for the convenience of Contractor shall be paid by Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. Contractor will not be entitled to any additional compensation from Municipality for utility relocations or support activities, regardless of the reason for relocation or support activities. In the event that a utility relocation or support activity extends the completion of the Work and is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors, Contractor will be entitled to additional Contract Time as non-compensable, excusable delay, and such event shall not give rise to a claim by Contractor for compensable excusable delay.

11.3. Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way.

11.4. Contractor shall protect all overhead, surface, or underground structures and utilities from damage or displacement. Contractor will promptly and completely repair all damage to such structures within a reasonable time. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility owner. All repairs are to be inspected by the utility owner prior to backfilling. Municipality reserves the right to remedy such damage by making such repairs or causing such repairs to be made at the expense of Contractor. Municipality's expense in causing such repairs shall be deducted from Contractor's next Application for Payment.

ARTICLE 12. CHANGE ORDERS

12.1. Changes in the quantity or character of the Work within the scope of the Project that cannot be accomplished by means of Field Orders or Supplemental Instructions, including all changes resulting in changes to the Contract Price or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the Municipality's Procurement Code, as amended.

12.2. If Municipality receives from Contractor a Change Order proposal for construction services requested in writing by Municipality, and the Change Order proposal conforms to all statutory requirements and all requirements set forth by this Contract, Municipality shall approve or deny the Change Order proposal and send written notice of that decision to Contractor within 35 days after receipt of such Change Order proposal. If Municipality denies a Change Order proposal due to deficiencies in the Change Order proposal, Municipality shall identify the Change Order proposal's deficiencies and identify the actions necessary to remedy

those deficiencies. In addition to any other bases to not issue a Change Order provided for by this Contract, Municipality may deny a Change Order proposal if and to the extent the Contract Administrator determines procuring the additional or changed work is not in the best interests of the Municipality.

12.3. 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 Municipality. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth in the Change Order.

12.4. If satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not already been issued, Municipality may, at its sole option, terminate this Contract as it applies to the items in question and make such arrangements as Municipality deems necessary to complete the work associated with the disputed item, submit the matter in dispute to Consultant as set forth in the Contract, or issue a Change Order unilaterally in accordance with Section 12.5.

12.5. Under circumstances determined necessary by Municipality, Change Orders may be issued unilaterally by Municipality. During the pendency of the dispute, and upon receipt of a Change Order from Municipality, Contractor shall promptly proceed with the change in the Work involved and advise Consultant and Contract Administrator in writing within seven (7) days after receipt of the Change Order 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.

12.6. On approval of any Contract change increasing the Contract Price, Contractor shall promptly ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased. Contractor will promptly provide Municipality such updated bonds.

ARTICLE 13. VALUE OF CHANGE ORDER WORK

13.1. 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:

13.1.1. If the Work involved is covered by unit prices contained in this Contract, by application of unit prices to the quantities of items involved, subject to the provisions of Section 13.7.

13.1.2. By mutual acceptance of a lump sum, which sum Contractor and Municipality acknowledge contains a component for overhead and profit, subject to the provisions of Section 13.8.

13.1.3. On the basis of the "Cost of Work," determined as provided in Sections 13.2 and 13.3, plus a Contractor's fee for overhead and profit as determined in Section 13.4.

13.2. The term "Cost of Work" means the sum of all direct costs necessarily incurred and paid by Contractor (or, if applicable, Subcontractor) in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by Municipality, 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 13.3.

13.2.1. 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 Municipality 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' 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 in advance by Municipality.

13.2.2. 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 Municipality deposits funds with Contractor to make payments, in which case the cash discounts shall accrue to Municipality. All trade discounts, rebates and refunds, and all returns from sale of surplus Materials and equipment shall accrue to Municipality, and Contractor shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery, and the parts thereof, whether rented by Contractor, in accordance with written rental agreements approved by Municipality with the advice of Consultant, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. Municipality will not be responsible for the cost of the rental of any such equipment, machinery, or parts when the use thereof is no longer necessary for the Work.

13.2.3. If required by Municipality, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor, and shall deliver such bids to Municipality who will then determine, with the advice of Consultant, which bids will be accepted. If the subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the Subcontractor's Cost of Work shall be determined in the same manner as Contractor's Cost of Work. All Subcontractors shall be subject to the other provisions of this Contract insofar as applicable.

13.2.4. Cost of special consultants, 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.

13.2.5. Supplemental costs including the following:

13.2.5.1. All Materials, supplies, equipment, machinery, appliances, office and temporary facilities, including transportation and maintenance thereof, at the site and hand tools not owned by the workers used in the performance of the Work, less market value of such items used but not consumed, and which items remain the property of Contractor.

13.2.5.2. Sales, use, or similar taxes related to the Work, imposed by any governmental authority, for which Contractor is liable.

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

13.2.5.4. Cost of premiums for additional bonds and insurance required because of changes in the Work.

13.3. The term "Cost of Work" shall not include any of the following:

13.3.1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office, for general administration of the Work that are not specifically included in the agreed-upon schedule of job classifications referred to in subsection 13.2.1, all of which payroll costs and other compensation are to be considered administrative costs covered by Contractor's fee.

13.3.2. Expenses of Contractor's principal and branch offices other than Contractor's field office at the Project site.

13.3.3. Any part of Contractor's capital expenses, including but not limited to interest on Contractor's capital employed for the Work as well as charges against Contractor for delinquent payments.

13.3.4. Cost of premiums for all bonds and for all insurance, whether Contractor is required by this Contract to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.

13.3.5. 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 repairing or remedying any damage to property.

13.3.6. Other overhead or general expense costs of any kind.

13.4. Contractor's fee for overhead and profit shall be determined as follows:

13.4.1. A mutually acceptable fixed fee, or if no fixed fee can be agreed upon, then;

13.4.2. A fee based on the following percentages of the various portions of the cost of the Work:

13.4.2.1. For costs incurred under subsections 13.2.1 and 13.2.2, Contractor's fee shall not exceed ten percent (10%).

13.4.2.2. For costs incurred under subsection 13.2.3, 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

13.4.2.3. No fee shall be payable on the basis of costs itemized under subsections 13.2.4 and 13.2.5 (except subsection 13.2.5.3) and Section 13.3.

13.5. The amount of credit to Municipality for any change that 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 shall be figured on the basis of the net increase, if any. Contractor shall not be entitled to claim lost profits for any Work not performed.

13.6. Whenever the cost of any Work is to be determined pursuant to Sections 13.1.3, 13.2, and 13.3, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.

13.7. If the quantity of any item of the Work covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

13.8. 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 Consultant and Contract Administrator.

13.8.1. Such cost estimate shall include a breakdown listing the quantities and unit prices for Materials, labor, equipment, and other items of cost.

13.8.2. 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.

13.9. 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 Work."

ARTICLE 14. NO DAMAGES FOR DELAY

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against Municipality by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Municipality for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising from delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. 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; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith, or active interference on the part of Municipality or its Consultant.

ARTICLE 15. NOTIFICATION AND CLAIM FOR CHANGE OF CONTRACT TIME OR CONTRACT PRICE

15.1. Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Contractor to the Contract Administrator and to Consultant within five (5) days after the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the specific date the event commenced, the date Contractor became aware of the event, and the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Contract Administrator and Consultant (hereinafter "Claim Notice"). Termination of the event giving rise to the claim shall mean the earlier of the date that the event ends (e.g., weather event) or the date that Contractor has the necessary information, direction, or solution to allow the Contractor to proceed with the Work. The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which Contractor has reason to believe it is entitled as a result of the occurrence of the event giving rise to the claim. The Claim Notice shall also identify the date Contractor first provided written notice of the event to the Contract Administrator and Consultant. If the Contract Administrator and Contractor cannot resolve a claim for changes in the Contract Time or Contract Price within twenty (20) days after receipt of the Claim Notice by the Contract Administrator and Consultant, then Contractor shall submit the claim to Consultant

within five (5) days after the date of impasse in accordance with the Contract Documents. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

15.2. The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension is made in accordance with Section 15.1. Such delays shall include, but not be limited to, acts, omissions, or neglect by any separate contractor employed by Municipality, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

ARTICLE 16. EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

16.1. Excusable Delay. Delay that extends the completion of the Work and that is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors are Excusable Delay. Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Article 15 hereof. Failure of Contractor to comply with Article 15 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment, or relinquishment of any and all claims resulting from that particular event of delay. Excusable Delay may be compensable or non-compensable, as provided below.

16.1.1. Compensable Excusable Delay. Excusable Delay is compensable when (a) the delay extends the Contract Time; (b) is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors; and (c) is caused solely by fraud, bad faith, or active interference on the part of Municipality or its agents. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time. Contractor shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed pursuant to Article 13 hereof.

Municipality and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of this Contract, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay, and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be _____ Dollars ($_____) per day for each day this Contract is delayed due to a Compensable Excusable Delay.

16.1.2. Non-Compensable Excusable Delay. When Excusable Delay is (a) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers, and vendors; (b) caused by circumstances beyond the control of Municipality or Consultant; or (c) caused jointly or concurrently by Contractor or its Subcontractors, suppliers, or vendors and by Municipality or Consultant, then Contractor shall be entitled only to a time extension and no further compensation for the delay.

AS APPLICABLE: [DOMESTIC PARTNERSHIP: DELETE IF NOT APPLICABLE; SEE ALSO HB 433 (2024)]

ARTICLE 17. DOMESTIC PARTNERSHIP REQUIREMENT

Unless this Contract is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, of the Code ("Act"), or will be paid with State-appropriated funds, Contractor certifies and represents that it will at all times comply with the provisions of the Act, and the contract language referenced in the Act is deemed incorporated in this Contract as though fully set forth in this section. The failure of Contractor to comply shall be a material breach of this Contract, entitling Municipality to pursue any and all remedies provided under Applicable Law including, but not limited to (1) retaining all monies due or to become due Contractor until Contractor complies; (2) termination of this Contract; and (3) suspension or debarment of Contractor.

ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

18.1. Contractor and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Contract, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Part 26. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors.

[DELETE SECTIONS 18.2 – 18.9 IF FEDERALLY FUNDED; CONSULT WITH COUNTY OESBD IF STATE FUNDED]

18.2. Contractor shall comply with all applicable requirements of the Broward County Business Opportunity Act, Section 1-81, et seq., of the Code, in the award and administration of this Contract. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Contract, which shall permit Municipality to terminate this Contract or exercise any other remedy provided under this Contract or Applicable Law, all such remedies being cumulative.

18.3. Contractor must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit A (or a CBE firm substituted for a listed firm, if permitted) for thirty percent (30%) of total Work under this Contract (the "Commitment"). In performing the Work, Contractor shall utilize the CBE firms listed in Exhibit A for the scope of the Work and the percentage of Work amounts

identified in each Letter of Intent. Promptly upon execution of this Contract by Municipality, Contractor shall enter into formal contracts with the CBE firms listed in Exhibit A and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

18.4. Each CBE firm utilized by Contractor to meet the CBE goal must be certified and their participation approved in advance by OESBD. Contractor shall inform Municipality immediately when a CBE firm is not able to perform or if Contractor believes the CBE firm should be replaced for any other reason, so that OESBD can review and verify the good faith efforts of Contractor to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Contract or agreed to in writing by the Parties. Such substitution shall not be required if the termination results from modification of the scope of the Work and no CBE firm is available to perform the modified scope of the Work; in which event, Contractor shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Contractor.

18.5. The Parties stipulate that if Contractor fails to meet the Commitment, the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, et seq. Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by the Contract Administrator, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality or must be paid by Contractor to Broward County within thirty (30) days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

18.6. Contractor acknowledges that County, may make minor administrative modifications to Section 1-81, of the Code, which shall become applicable to this Contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify Municipality in writing if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify Municipality of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.

18.7. OESBD may modify the Commitment in connection with any amendment, extension, modification, or change order to this Contract that, by itself or aggregated with previous amendments, extensions, modifications, or change orders, increases the initial Contract price by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order, and shall report such efforts, along with evidence thereof, to OESBD.

18.8. Contractor shall provide monthly utilization reports, using the form available at https://www.broward.org/EconDev/SmallBusiness/Pages/Compliance.aspx or such other form or system as may be designated by OESBD, to the Contract Administrator, to OESBD at SBCOMP@broward.org, and to the Small Business Specialist identified by OESBD. In addition, Contractor shall allow Municipality and OESBD to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

18.9. The Contract Administrator may withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Contractor's contract with a CBE firm shall not preclude Municipality or its representatives from inquiring into claims of nonpayment.

ARTICLE 19. SUPPLEMENTAL REQUIREMENTS

18.2.1. Not used.

ARTICLE 20. MISCELLANEOUS

20.1. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Contract will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Contract for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

[DELETE IF PARTIALLY STATE FUNDED]

20.2. Living Wage Requirement. Not used.

20.3. Polystyrene Products Ban. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

20.4. Truth-In-Negotiation Representation. Contractor's compensation under this Contract is based upon its representations to Municipality, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including, without limitation, those made by Contractor during the negotiation of this Contract, are accurate, complete, and current as of the date Contractor executes this Contract. Contractor's compensation may be reduced by Municipality, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to Municipality as the basis for Contractor's compensation in this Contract.

20.5. Prohibited Telecommunications. Contractor represents and certifies that Contractor and all Subcontractors do not use, and for the duration of the Contract will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

20.6. Entities of Foreign Concern. The provisions of this section apply only if this Contract provides access to an individual's personal identifying information. By execution of this Contract, the undersigned authorized representative of Contractor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Contractor; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Contract shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

20.7. Regulatory Capacity. Notwithstanding the fact that Municipality is a political subdivision with certain regulatory authority, Municipality's performance under this Contract is as a Party to this Contract and not in its regulatory capacity. If Municipality exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to Municipality's regulatory authority as a governmental body separate and apart from this Contract, and shall not be attributable in any manner to Municipality as a party to this Contract.

20.8. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Contract by reference. The attached Exhibits are incorporated into and made a part of this Contract. If Contractor is unable to access any linked form, Contractor may contact the Contract Administrator to obtain a copy of the applicable form. Contractor's inability to electronically access any linked form does not modify or excuse any contract obligation of Contractor. County reserves the right to update linked forms if and to the extent necessary to comply with Applicable Law.

20.9. Fiscal Year. The continuation of this Contract beyond the end of any Municipality fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes. If amounts to be paid by Municipality under this Contract are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, Municipality shall have no obligation to use ad valorem funds or any other funding source to make any payment(s) to fund this Contract.

20.10. Multiple Originals and Counterparts. This Contract may be executed in multiple originals or in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

20.11. Iron and Steel Products. If this Contract is for a "public works project" as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

20.12. Emergency Response. If this Contract is for goods or services related to emergency response for a natural emergency and Contractor breaches this Contract during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Contractor must pay Municipality a $5,000 penalty plus damages, which shall be actual and consequential damages or, if expressly stated otherwise in this Contract, liquidated damages, in accordance with Section 252.505, Florida Statutes.

20.13. Anti-Human Trafficking. By execution of this Contract by the undersigned authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

20.14. Public Records. Notwithstanding any other provision in this Contract, any action taken by Municipality in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Contract. If Contractor is acting on behalf of Municipality as stated in Section 119.0701, Florida Statutes, Contractor shall:

20.14.1 Keep and maintain public records required by Municipality to perform the services under this Contract;

20.14.2. Upon request from Municipality, provide Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

20.14.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and after completion or termination of this Contract if the records are not transferred to Municipality; and

20.14.4. Upon completion or termination of this Contract, transfer to Municipality, at no cost, all public records in possession of Contractor or keep and maintain public records required by Municipality to perform the services. If Contractor transfers the records to Municipality, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to Municipality upon request in a format that is compatible with the information technology systems of Municipality.

If Contractor receives a request for public records regarding this Contract or the Services, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to Municipality to enable Municipality to timely respond to the public records request. Municipality will respond to all such public records requests.

Contractor must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to Municipality from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by Municipality, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to Municipality for records designated by Contractor as Restricted Material, Municipality shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor's waiver of Municipality's obligation to treat the records as Restricted Material. Contractor must indemnify and hold harmless Municipality and County and their employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 434-0008; EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

[SPECIAL FUNDING REQUIREMENTS: DELETE IF NOT APPLICABLE]

20.15. Special Funding Requirements. Not used.

[SPECIAL SECURITY REQUIREMENTS (E.G., BCAD, PORT, ETS): DELETE IF NOT APPLICABLE]

20.16. Additional Security Requirements. Not used.

[DELETE IF NOT APPLICABLE AT TIME OF CONTRACT AWARD; SEE ALSO HB 433 (2024)]

20.17. Workforce Investment Program. Not used.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Addendum: Municipality through its Board, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the 8th day of October, 2026; and Weekley Asphalt Paving, Inc., signing by and through its _____, duly authorized representative.

MUNICIPALITY

ATTEST:

JRMC Cathy, for
Debra Ruesga, Town Clerk

By: _____
Steve Breitkreuz, Mayor

Steve Breitkreuz
Print Name

8th day of October, 2026

I HEREBY CERTIFY that I have approved this Addendum as to form and legal sufficiency subject to execution by the parties:

_____
Keith M. Poliakoff, Town Attorney
1001.2026.098

CONTRACT BETWEEN THE TOWN OF SOUTHWEST RANCHES, FLORIDA AND WEEKLEY ASPHALT PAVING, INC. FOR SOUTHWEST RANCHES RESURFACING AND SWALE REGRADING

BID/CONTRACT NO.: IFB 26-012

WEEKLEY ASPHALT PAVING, INC.

By: _____
Authorized Signer

Daniel D Weekley - President
Print Name and Title

30 day of September, 2026

EXHIBIT A: LIST OF CBE CERTIFIED FIRMS

BROWARD COUNTY FLORIDA
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

SURTAX PROJECTS AND SERVICES (MUNICIPALITY)
LETTER OF INTENT
BETWEEN BIDDER/OFFEROR AND
COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performed with your own forces.

Municipality (City/Town/Village): TOWN OF SOUTHWEST RANCHES

Solicitation No.: IFB 26-012 **Project Title:** TOWN OF SOUTHWEST RANCHES - SOUTHWEST RANCHES RESURFACING & SWALE REGRADING - SURTAX

Bidder/Offeror Name: Weekley Asphalt Paving, Inc.
Address: 20701 Stirling Road City: Pembroke Pines State: FL Zip: 33332
Authorized Representative: Daniel D. Weekley, President
Phone: (954) 680-8005 Email: Danweekley@weekleyasp.com

CBE Firm/Supplier Name: Moorewalters & Associates
Address: 4987 N. University Dr. City: Lauderhill State: FL Zip: 33351
Authorized Representative: Glen Moorewalter, President
Phone: (954) 275-7210 Email: moorewaltersassociates@gmail.com

A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
C. By signing below, the above-named CBE is committing to perform the work described below.
D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

WORK TO BE PERFORMED BY CBE FIRM(S)

Description	NAICS[1]	CBE Contract Amount[2]	CBE Percentage of Total Project Value
Trucking & Delivering Materials & Grading	484220	$1,327,245.05	30%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Firm/Supplier Authorized Representative
Signature: _____ Title: President Date: 08/03/2026

Bidder/Offeror Authorized Representative
Signature: _____ Title: President Date: 08/03/2026

[1] Visit https://www.census.gov/eos/www/naics/ to search and identify the correct NAICS codes. Match each type of work with the most appropriate NAICS code.
[2] To be provided only when the solicitation requires that the bidder/offeror include a dollar amount in its bid/offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

EXHIBIT B: ADDITIONAL FORMS

STATEMENT OF CBE ASSURANCE

(Company Letterhead)

CONTRACTOR ASSURANCE STATEMENT

PROJECT DESCRIPTION

I, Daniel D Weekley - President (Authorized Official/Agent), on behalf of the Weekley Asphalt Paving. Inc. (Contractor), hereby agree to comply with the County Business Enterprise (CBE) requirements of the IFB between the Municipality of Southwest Ranches and Contractor for Southwest Ranches Resurfacing and Swale Regrading IFB. 26-012 Project, and to comply with the following requirements.

1. Compliance with the Municipality's non-discrimination policy by providing a non-discrimination Statement;

2. Acknowledgment of the CBE percentage goal established on the project; and

3. Contract to engage in good faith effort solicitation of approved Broward County Small Business Development Program firms to achieve the project goals as indicated in the IFB document.

Authorized Agent of Contractor

Daniel D Weekley - President
Printed Name & Title

954-680-8005 / 954-680-8671
Telephone Number/Fax Number

Date: 09/30/2026

SCRUTINIZED COMPANIES LIST CERTIFICATION

This certification form should be completed and submitted with your proposal but must be completed and submitted prior to award.

The vendor, by virtue of the signature below, certifies that:

a. The vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

b. The vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

c. If awarded the contract, the vendor, owners, or principals will immediately notify the Municipality in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
(Authorized Signature)

Daniel D Weekley - President
(Print Name and Title)

Weekley Asphalt Paving. Inc.
(Name of Firm)

NOTARY PUBLIC

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30 day of September, 2026, by _____.

KELLY M. REED
Commission # HH 413668
Expires July 28, 2027

Signature: Kelly M. Reed
Print Name: Kelly M Reed

(NOTARY SEAL)

My commission expires: 07/28/2027
☑ Personally Known or ☐ Produced Identification
Type of Identification Produced: _____

IFB 26-012 [BCF #170 Addendum 2026]