



Town of Surfside

ITB 2025-02

Dune Restoration Project

Addendum No. 1

Date Issued: July 14, 2025

To All Proposers:

Proposers for the above-referenced ITB shall take note of the following changes, additions, deletions or clarifications to ITB No. 2025-02, which in accordance with the ITB Documents shall become a part of and have precedence over anything shown or described otherwise in the ITB.

THE FOLLOWING CHANGES, ADDITIONS, DELETIONS, RESPONSES AND CLARIFICATIONS TO ITB NO. 2025-02 ARE PROVIDED BY THE TOWN BELOW:

1. **Form 7 – Bid Form Worksheet** has been added and is now included as part of the ITB documents. Bidders shall complete and submit this form as part of their response.
2. **Attachment H – Form of Sample Construction Contract** is hereby incorporated into the ITB. The Sample Construction Contract is provided for reference and will serve as the basis for the agreement to be executed with the Successful Bidder, subject to revisions by the Town as deemed necessary to reflect project-specific requirements, applicable laws, and permitting conditions.
3. In response to a bidder inquiry regarding the Engineer's Cost Estimate for the project, the Town provides the following:

The estimated construction cost for the project is approximately \$1,935,800.

4. In response to a bidder inquiry regarding the Town's budget for this project, the Town provides the following:

The Town's budget for this project is approximately \$2,000,000.

5. In response to a bidder inquiry regarding the estimated project timeline, the Town provides the following:

As stated in Section 3.2 – Project Schedule and Completion, the Successful Bidder must begin work within ten (10) calendar days of the Notice to Proceed, which will be issued no later than November 1, 2025. All work must be fully completed within one hundred twenty (120) calendar days to ensure completion before the start of the next sea turtle nesting season.

While physical work on the dune restoration may not begin until after November 1, the Town expects the Successful Bidder to actively engage in pre-construction coordination upon contract execution. This includes participation in planning, scheduling, and permitting efforts necessary to facilitate a timely project start. Throughout the month of October 2025, the Successful Bidder shall be available for meetings with the Town, its consultants, and permitting agencies to ensure all required pre-construction meetings and submittals are completed in advance. The intent is to ensure full readiness for mobilization and construction upon issuance of the Notice to Proceed.

6. The existing Section 3.10 – Final Acceptance and Post-Construction Submittals shall now be renumbered as Section 3.11. A new Section 3.10 is hereby added as follows:

3.10. USACE 408 Approval and Associated Requirements

The Town of Surfside is currently pending final Section 408 approval from the U.S. Army Corps of Engineers (USACE), which is anticipated to include concurrence from the U.S. Fish and Wildlife Service (USFWS) to the Statewide Programmatic Biological Opinion (SPBO), as well as a USACE-issued Environmental Assessment (EA). Compliance with the 408 approval and all associated federal documentation will be required as part of this project.

7. An additional bullet is hereby added to newly renumbered **Section 3.11 – Final Acceptance and Post-Construction Submittals**, as follows:

- Confirmation of compliance with USACE 408 approval and all associated conditions, including the Environmental Assessment (EA) and U.S. Fish and Wildlife Service (USFWS) concurrence with the Statewide Programmatic Biological Opinion (SPBO).

PROPOSER:

NAME: _____

TITLE: _____

DATE: _____

FORM 7

BID FORM WORKSHEET

PROJECT: DUNE RESTORATION PROJECT

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Value</u>
<i>Site/Earthwork</i>					
1	Cut Sand	1,030	CY		
2	Fill Sand*	7,285	CY		
3	Rope Fence	12,100	LF		
4	Beach Mats	1,800	SF		
5	Existing Rope Fence Removal	9,000	LF		

Subtotal:

<i>Landscape</i>					
6	Tree Protection	3,600	LF		
7	Seagrape Tree Relocation	2	EA		
8	Tree Removal	12	EA		
9	Clearing and Grubbing	1	LS		
10	Red Tip Coco Plum (Chrysobalanus icaco 'Red Tip')	953	EA		
11	Sea Grape (Coccoloba uvifera)	1,286	EA		
12	Bush Seaside Tansy (Barrichia frutescens)	619	EA		
13	Saltmeadow Cordgrass (Spartina patens)	1,776	EA		
14	Golden Creeper (Ernodea littoralis)	1,417	EA		
15	Dune Sunflower (Helianthus debilis)	993	EA		
16	Seaside Elder (Iva imbricata)	1,473	EA		
17	Beach Morning Glory (Ipomoea pes-caprae)	1,191	EA		
18	Sea Oats (Uniola paniculta)	2,086	EA		
19	Concrete Bench	24	EA		
20	Invasive Removal	1	LS		
21	Watering for Proposed Landscape	1	LS		

Subtotal:

Subtotal:	\$
10% Contingency:	\$
Total Construction Cost:	\$

The Contractor is responsible to properly coordinate all elements of the Work within each phase of construction and to ensure that the work is completed in accordance with the contract documents. The Contractor shall properly secure the work zone to restrict public access as necessary, including, but not limited to utilizing barricades, temporary fencing, signage, etc. Any changes to the proposed construction phasing plan shall be submitted and approved by the Town prior to starting the Work. The Contractor shall submit an MOT Plan for approval by the Town of Surfside prior to starting the Work. The Contractor shall ensure proper and adequate access to all properties/driveways is maintained throughout the entire duration of construction.

Bid Notes:

1. This Bid Form is for the complete project depicted in the construction drawings and technical specifications.
2. Contractor shall furnish and install all items and provide work for all items described in Bid Worksheet.
3. Contractor shall obtain required project permits. Town shall pay any required permit fees.
4. Town will award the contract based on an evaluation of bid unit prices and time frame for delivery.
5. The quantities listed above are for the purpose of establishing unit pricing.
6. Unless specifically allowed by the Town, the Contractor shall not store overnight any equipment or stockpile any materials within the right-of-way. At the end of each work day, the Contractor shall remove all stockpiled materials and equipment to an off-site location authorized for materials stockpiling and equipment storage. Also includes cost of remobilizing materials and equipment at the Work site at the beginning of each work day.
7. Bid Item 1 – This line item covers all labor, materials, and equipment necessary to complete cutting, spreading, leveling, and compacting sand as specified in the construction plans and project specifications. The contractor shall:
 - a. Furnish and install clean, coarse sand of approved gradation and quality.
 - b. Excavate, trim, or grade the subgrade as needed to accommodate the required sand depth.
 - c. Place and distribute sand in uniform lifts to achieve the specified thickness.
 - d. Moisture condition and mechanically compact each lift to meet density requirements.
 - e. Coordinate with other trades to avoid rework and ensure sand base is ready for subsequent layers (e.g., concrete, pavers, turf).

All work must comply with applicable project drawings, civil engineering standards, and geotechnical recommendations. Disposal of excess materials, dust control, and erosion measures

are included in this scope.

8. Bid Item 2 - This line item covers the furnishing, delivery, placement, and compaction of clean fill sand as required by the project specifications and plans. Fill sand shall be used for grading, backfilling, and other site preparation activities as designated in the construction documents. The contractor shall:
- a. Ensure the fill sand is clean, free of debris, organics, and other deleterious materials, and suitable for use in structural fill applications.
 - b. Source all fill sand exclusively from upland sand mines that have been previously approved by the Florida Department of Environmental Protection (FDEP). Which are:
Jahna Industries – Ortona Sand Mine
Vulcan Materials – Witherspoon Mine
Garcia Company – Sand Mine
Cemex – Davenport Mine
Stewart Materials – Capron Trails Sand Mine
 - c. Provide certification of origin and material compliance documentation upon delivery.
 - d. Comply with applicable local, state, and federal regulations during the transportation and handling of all fill sand

All work must comply with applicable project drawings, civil engineering standards, and geotechnical recommendations. Disposal of excess materials, dust control, and erosion measures are included in this scope.

9. Bid Item 3 - This line item includes the furnishing, installation, and finishing of a rope fence as shown on the project plans and detailed in the specifications. The rope fence is intended to serve as a visual and physical barrier while maintaining an aesthetically natural appearance suitable for parks, trails, and coastal environments. The contractor shall:
- a. Layout and align the rope fence per project drawings.
 - b. Supply and install pressure-treated wood posts (or other approved materials) at specified intervals.
 - c. Supply and secure installation of natural or synthetic rope (minimum diameter and material type as specified).
 - d. Anchor posts to required depth and stability.
 - e. Tension and secure rope to ensure consistent and safe installation.
 - f. Finish and treat of all wood components to resist weathering and decay.
 - g. Ensure all wood posts are pressure-treated and rated for ground contact.

- h. Ensure all Rope is UV-resistant, weather-resistant, and suitable for outdoor use. Acceptable materials include manila, polypropylene, or polyester, subject to approval.
 - i. Ensure all hardware (screws, eye bolts, clamps, etc.) is corrosion-resistant (e.g., galvanized or stainless steel).
 - j. Source new and of commercial-grade quality materials
 - k. Source rope and wood from reputable suppliers with documented compliance to applicable environmental and safety standards.
- 10. Bid Item 4 - This line item includes the procurement, delivery, and installation of ADA-compliant beach access mats as shown on the project plans and detailed in the specifications. The mats are intended to provide accessible, durable, and environmentally friendly pathways across sandy or soft terrain for pedestrians, wheelchair users, and other mobility devices. The Contractor Shall:
 - a. Prepare and grade the site to ensure a stable surface for mat installation.
 - b. Install beach mats in accordance with the manufacturer's guidelines and the project layout.
 - c. Ensure compliance with ADA accessibility standards and environmental regulations.
 - d. Furnish mats that are ADA-compliant, slip-resistant, and suitable for high-traffic outdoor use.
 - e. Ensure all materials meet or exceed local, state, and federal accessibility and environmental standards.
 - f. Verify field conditions prior to installation
 - g. Comply with all applicable ADA guidelines, environmental protection regulations, and project-specific requirements.
 - h. Provide product data sheets, installation manuals, and warranty documentation upon delivery.
- 11. Bid Item 5 - This line item includes the complete removal and proper disposal of the existing rope fence system as shown on the project plans. The work shall be performed in a manner that minimizes disturbance to surrounding areas and preserves any adjacent structures or vegetation not designated for removal. The contractor shall:
 - a. Locate and verify the extent of the existing rope fence to be removed prior to beginning work.
 - b. Carefully dismantle all components of the rope fence, including posts, rope, and hardware, without causing damage to adjacent features.
 - c. Remove all posts, including any below-grade portions, and backfill holes with clean fill

material compacted to match surrounding grade.

- d. Remove and properly dispose of all rope, fasteners, and debris in accordance with local regulations and project-specific disposal requirements.
- e. Restore any disturbed areas to their original condition or as otherwise specified in the project documents.
- f. Coordinate with the Town to identify any components to be salvaged or reused, and store such materials as directed.

12. Bid Item 6 - This line item includes all labor, materials, and measures necessary to protect existing trees designated for preservation throughout the duration of construction activities. The intent is to prevent damage to tree trunks, roots, and canopies from grading, excavation, equipment, or material storage. The contractor shall:

- a. Install tree protection in all locations specified in project documents.
- b. Follow the Tree Protection notes and details in the Landscape Plans for installation.
- c. Maintain all tree protection measures in place and in good condition for the duration of the project.
- d. Immediately report any damage to protected trees to the Engineer and Town.
- e. Remove tree protection measures only upon completion of all construction activities and with approval from the Town.
- f. Comply with all applicable local ordinances, environmental regulations, and project-specific tree protection guidelines.
- g. Be responsible for the cost of replacement or mitigation for any trees damaged due to non-compliance with protection measures.

13. Bid Item 7 - This line item includes all labor, equipment, and materials necessary to carefully relocate existing Seagrape (*Coccoloba uvifera*) trees as identified in the project plans. The intent is to preserve and successfully reestablish these native trees in approved locations on or near the project site. The contractor shall:

- a. Identify and mark all Seagrape trees designated for relocation in coordination with the landscape architect.
- b. Obtain all necessary permits or approvals required for the relocation of native vegetation, including compliance with local and state environmental regulations.
- c. Refer to the Tree Relocation notes and applicable details for relocation instruction.
- d. Water and maintain the relocated trees for the duration of the establishment period, including monitoring for signs of stress or decline.

- e. Replace any relocated tree that fails to survive in coordination with the Town of Surfside and the Engineer.
 - f. Maintain detailed records of tree locations, dates of relocation, and maintenance activities.
14. Bid Item 8 - This line item includes the complete removal and lawful disposal of trees designated for removal as shown on the project plans. The work shall be performed in a safe, controlled manner that minimizes disruption to surrounding vegetation, structures, and utilities. The contractor shall:
- a. Identify and confirm all trees designated for removal in coordination with the project landscape architect.
 - b. Obtain all necessary permits and approvals required for tree removal in accordance with local, state, and environmental regulations.
 - c. Perform tree removal using methods that ensure the safety of workers, the public, and adjacent property.
 - d. Remove all above-ground and below-ground portions of the tree, including the stump and major roots, unless otherwise noted in the project documents.
 - e. Grind stumps to a minimum depth below finished grade as specified or as required to allow for future use of the area.
 - f. Backfill stump holes with clean fill material, compacted to match surrounding grade.
 - g. Properly dispose of all tree debris, including trunks, limbs, leaves, and mulch, in accordance with applicable disposal regulations.
 - h. Restore any disturbed areas to their original condition or as otherwise specified in the contract documents.
 - i. Coordinate with utility companies to identify and avoid conflicts with overhead or underground utilities.
 - j. Notify the Engineer of any discrepancies between field conditions and the plans prior to beginning removal.
 - k. Comply with all applicable safety standards, environmental protection guidelines, and project-specific requirements.
15. Bid Item 9 - This line item includes all labor, equipment, and materials necessary to perform clearing and grubbing operations within the project limits as shown on the plans. The purpose of this work is to prepare the site for subsequent construction activities by removing vegetation, debris, and unsuitable surface materials. The contractor shall:
- a. Remove all brush, stumps, roots, grass, weeds, and other vegetation not designated

for preservation within the clearing limits.

- b. Remove all surface debris, including rocks, rubbish, and other obstructions that may interfere with grading or construction.
- c. Grub all stumps and roots to a minimum depth below finished grade as specified in the project documents.
- d. Backfill and compact all holes, depressions, or voids created by grubbing operations with suitable material to match surrounding grade.
- e. Preserve all vegetation, trees, and features designated to remain, using fencing or other protective measures as required.
- f. Properly dispose of all cleared and grubbed material off-site in accordance with local regulations, unless otherwise directed.
- g. Coordinate with utility companies to identify and avoid conflicts with existing underground or overhead utilities.
- h. Maintain erosion and sediment control measures during and after clearing operations to prevent off-site impacts.
- i. Restore any disturbed areas outside the designated clearing limits to their original condition or as otherwise specified.
- j. Notify the Engineer of any unexpected site conditions, such as hazardous materials or protected species, encountered during clearing.

16. Bid Item 10 - This line item includes the furnishing, delivery, installation, and establishment of Red Tip Cocoplum shrubs as specified in the landscape plans and project documents. The contractor shall:

- a. Furnish healthy, well-formed Red Tip Cocoplum shrubs of the specified size, free from pests, disease, and structural defects.
- b. Source plant material from a licensed nursery that complies with Florida Grades and Standards for Nursery Plants.
- c. Deliver and install shrubs in accordance with the approved planting layout, spacing, and orientation shown on the landscape plans.
- d. Excavate planting holes to the appropriate depth and width, ensuring proper root ball placement and backfilling with amended soil as specified.
- e. Stake or support plants only if necessary and remove supports once plants are established.
- f. Replace any plant material that fails to survive or thrive during the warranty or

establishment period at no additional cost to the owner.

- g. Maintain the planting area free of weeds, debris, and pests throughout the maintenance period.
- h. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

17. Bid Item 11 - This line item includes the furnishing, delivery, installation, and establishment of Sea Grape plants as specified in the landscape plans and project documents. The contractor shall:

- a. Furnish healthy, well-formed Sea Grape plants of the specified size and container type, free from pests, disease, and structural defects.
- b. Source plant material from a licensed nursery that complies with Florida Grades and Standards for Nursery Plants and applicable native plant regulations.
- c. Deliver and install Sea Grape plants in accordance with the approved planting layout, spacing, and orientation shown on the landscape plans.
- d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable soil.
- e. Avoid excessive pruning or shaping of Sea Grape plants, in accordance with Florida Department of Environmental Protection (FDEP) guidelines for native coastal vegetation.
- f. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner.
- g. Maintain the planting area free of weeds, debris, and pests throughout the maintenance period.
- h. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

18. Bid Item 12 - This line item includes the furnishing, delivery, installation, and establishment of Bush Seaside Tansy plants as specified in the landscape or restoration plans. The contractor shall:

- a. Furnish healthy, well-rooted Bush Seaside Tansy plants of the specified size and container type, free from pests, disease, and structural defects.
- b. Source plant material from a licensed nursery that specializes in native coastal vegetation and complies with Florida Grades and Standards for Nursery Plants.
- c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.
- d. Excavate planting holes to the appropriate depth and width, ensuring proper placement

of the root ball and backfilling with suitable, well-draining soil.

- e. Avoid the use of synthetic fertilizers or herbicides in or around native planting areas unless specifically approved.
- f. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner
- g. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

19. Bid Item 13 - This line item includes the furnishing, delivery, installation, and establishment of Saltmeadow Cordgrass plants as specified in the landscape or restoration plans. The contractor shall:

- a. Furnish healthy, well-rooted Saltmeadow Cordgrass plants of the specified size and container type, free from pests, disease, and structural defects.
- b. Source plant material from a licensed nursery that specializes in native coastal vegetation and complies with Florida Grades and Standards for Nursery Plants.
- c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.
- d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable, well-draining soil.
- e. Avoid the use of synthetic fertilizers or herbicides in or around native planting areas unless specifically approved.
- f. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner
- g. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

20. Bid Item 14 – This line item includes the furnishing, delivery, installation, and establishment of Golden Creeper plants as specified in the landscape or restoration plans. The contractor shall:

- a. Furnish healthy, well-rooted Golden Creeper plants of the specified size and container type, free from pests, disease, and structural defects.
- b. Source plant material from a licensed nursery that specializes in native coastal vegetation and complies with Florida Grades and Standards for Nursery Plants.
- c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.
- d. Excavate planting holes to the appropriate depth and width, ensuring proper placement

of the root ball and backfilling with suitable, well-draining soil.

- e. Avoid the use of synthetic fertilizers or herbicides in or around native planting areas unless specifically approved.
- f. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner
- g. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

21. Bid Item 15 – This line item includes the furnishing, delivery, installation, and establishment of Dune Sunflower plants as specified in the landscape or restoration plans. The contractor shall:

- a. Furnish healthy, well-rooted Golden Creeper plants of the specified size and container type, free from pests, disease, and structural defects.
- b. Source plant material from a licensed nursery that specializes in native coastal vegetation and complies with Florida Grades and Standards for Nursery Plants.
- c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.
- d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable, well-draining soil.
- e. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner
- f. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

22. Bid Item 16 – This line item includes the furnishing, delivery, installation, and establishment of Seaside Elder plants as specified in the landscape or restoration plans. The contractor shall:

- a. Furnish healthy, well-rooted Seaside Elder plants of the specified size and container type, free from pests, disease, and structural defects.
- b. Source plant material from a licensed nursery that specializes in native coastal vegetation and complies with Florida Grades and Standards for Nursery Plants.
- c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.
- d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable, well-draining soil.
- e. Replace any plant material that fails to survive or thrive during the warranty or

establishment period at no additional cost to the owner

- f. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

23. Bid Item 17 - This line item includes the furnishing, delivery, installation, and establishment of Beach Morning Glory plants as specified in the landscape or restoration plans. The contractor shall:

- a. Furnish healthy, well-rooted Beach Morning Glory plants of the specified size and container type, free from pests, disease, and structural defects.
- b. Source plant material from a licensed nursery that specializes in native coastal vegetation and complies with Florida Grades and Standards for Nursery Plants.
- c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.
- d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable, well-draining soil.
- e. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner
- f. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

24. Bid Item 18 - This line item includes the furnishing, delivery, installation, and establishment of Sea Oats plants as specified in the landscape or restoration plans. The contractor shall:

- a. Furnish healthy, well-rooted Sea Oats plants of the specified size and container type, free from pests, disease, and structural defects.
- b. Source plant material from a licensed nursery that specializes in native coastal vegetation and complies with Florida Grades and Standards for Nursery Plants.
- c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.
- d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable, well-draining soil.
- e. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner
- f. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

25. Bid Item 19 - This line item includes the furnishing, delivery, installation, and finishing of concrete

benches as specified in the project plans and details. The benches are intended to provide durable, low-maintenance seating in respite areas. The contractor shall:

- a. Furnish concrete benches of the specified design, dimensions, and finish as shown in the construction documents or approved shop drawings.
- b. Source benches from a manufacturer approved by the Town and landscape architect, ensuring compliance with all applicable quality and durability standards.
- c. Deliver benches to the site in good condition, free of cracks, chips, or other defects.
- d. Install benches at the locations and orientations indicated on the plans, ensuring proper alignment, spacing, and accessibility.
- e. Prepare bench foundations or pads as required, including excavation, formwork, reinforcement, and concrete placement, where applicable.
- f. Secure benches to foundations or slabs using embedded hardware, anchor bolts, or other approved methods to ensure stability and resistance to vandalism or displacement.
- g. Clean all surfaces of the benches after installation and remove any construction debris or residue.
- h. Protect benches from damage during the remainder of construction and replace any units damaged prior to final acceptance.
- i. Coordinate with other trades to avoid conflicts with utilities, paving, or landscaping.
- j. Submit product data, color samples, and installation details for approval prior to procurement.
- k. Comply with all applicable ADA accessibility requirements and local codes related to public seating.

26. Bid Item 20 - This line item includes the identification, removal, and lawful disposal of invasive plant species within the project area, as specified in the project documents. The goal is to restore and preserve native plant communities and prevent the spread of non-native, invasive vegetation.

- a. Identify and remove all invasive plant species listed in the project documents or as defined by local, state, or federal invasive species regulations.
- b. Use removal methods appropriate to the species and site conditions, including manual, mechanical treatments as specified.
- c. Prevent disturbance to adjacent native vegetation and minimize soil disruption during removal activities.

- d. Properly dispose of all invasive plant material off-site in accordance with applicable environmental regulations to prevent re-establishment.
 - e. Coordinate with the landscape architect to confirm species identification and removal boundaries prior to beginning work.
 - f. Use herbicides only when specifically approved in writing. A city representative must be present during application.
 - g. Monitor the site during and after removal for regrowth or re-infestation and perform follow-up treatments as required during the maintenance period.
 - h. Maintain detailed records of removal activities, including dates, methods used, and quantities removed, and submit documentation upon request.
 - i. Preserve all native vegetation designated to remain and restore any areas disturbed by removal activities to their original condition or as otherwise specified.
 - j. Notify the Engineer of any unexpected site conditions or species not previously identified.
27. Bid Item 21 - This line item includes all labor, equipment, and materials necessary to provide watering services for newly installed landscape plantings to ensure proper establishment and healthy growth, as specified in the project documents. The contractor shall:
- a. Schedule and perform 180 days of water monitoring for all plantings under this contract.
 - b. Provide supplemental hand-watering if the site experiences drought or if rainfall does not accumulate at least 2 inches per week during the monitoring period.
 - c. Furnish water of satisfactory quality to sustain healthy plant growth. Water shall be free of harmful natural or man-made elements. If on-site water is not suitable, the contractor shall provide acceptable water from off-site sources at no additional cost to the owner. Water from the adjacent canal may be used with owner approval.
 - d. Apply water using a water truck or temporary irrigation system, which shall be removed at the end of the maintenance period.
 - e. Supplement rainfall with hand-watering as needed and document all watering efforts using rainfall data and monitoring records.

Follow the watering schedule below for bidding purposes:

Day 1: Water in plantings per specifications.

Days 2–30: Apply ½ inch of water on Monday, Tuesday, Wednesday, Thursday, and Saturday.

Days 31–90: Apply ½ inch of water on Monday, Wednesday, and Saturday.

Days 91–180: Apply ½ inch of water on Wednesday and Saturday.

Coordinate with the landscape architect for any adjustments to the watering schedule based on site conditions.

Comply with all applicable local water use restrictions and environmental regulations.

Protect all landscape areas from damage during watering operations and restore any disturbed areas to their original condition.

28. The contractor shall follow all specifications in the Planting Notes, Tree Relocation General Notes, Landscape Watering and Fertilizing Specifications and Notes, and the General Landscape Specifications and Notes as well as the various details within the plans. If there is a discrepancy between this Bid Worksheet and information within the plans, the plans shall supersede this document.
29. All work shall comply with Town of Surfside standards.
30. All work shall be performed in accordance with established methods and practices as approved by the Town of Surfside, Miami-Dade County and/or Department of Environmental Protection. All work shall be subject to the approval by the Town of Surfside before final payment is made.
31. Bidder understands and agrees that the Contract Price is lump sum to furnish and install all of the Work complete in place. The Bid Worksheet is provided for the purpose of Bid Evaluation and when initiated by the Town, the pricing of change orders. Contractor's price will not be adjusted to reflect any deviation from the Bid Worksheet, except to the extent that the Town changes the scope of Project after the Contract Date.
32. Contingency Line Item will be paid based on the actual cost for each item. Any contingency item, or portion of a contingency item, that is not used shall be reconciled at the completion of the project and deleted from the Contract.

Attachment H - Form of Sample Construction Contract

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this “Contract”) is made this _____ day of _____, 2025 (the “Effective Date”) by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (the “Town”), and **[INSERT CONTRACTOR’S NAME]**, a **[INSERT TYPE OF ENTITY]** (the “Contractor”).

WHEREAS, the Town issued Invitation to Bid No. 2025-02 (the “ITB”) for construction of Dune Restoration Project (the “Project”), which ITB is incorporated herein by reference and made a part hereof; and

WHEREAS, in response to the Town’s ITB, the Contractor submitted a bid for the Project (“Bid”), which Bid is incorporated herein by reference and made a part hereof, and includes the Price Submittal (“Pricing”) attached hereto as Exhibit “A”; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid in response to the ITB and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, Contractor has represented to the Town that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. SCOPE OF WORK

- 1.1. Scope of Work.** Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the “Work” or the “Project”) including, without limitation as described in the approved plans, drawings and/or specifications prepared by Kimley-Horn & Associates dated **[insert date]** (the “Plans”) and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

DUNE RESTORATION PROJECT

- 1.2. Pre-Construction Conference.** Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the Town, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

1.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

1.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or Town as applicable. This initial schedule shall establish the baseline schedule for the Project.

1.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each Change Order that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

1.3.3. All Project Schedules must be prepared in Microsoft Project or approved equal by the Town. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

1.4. Records.

1.4.1. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Town and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1.4.1.1. Depths of various elements of foundation in relation to finish first floor datum.

1.4.1.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

1.4.1.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

1.4.1.4. Field changes in dimensions and details.

1.4.1.5. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.6. Details not on original Contract Drawings.

1.4.1.7. Equipment, conduit, electrical panel locations.

1.4.1.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.

1.4.1.9. Specifications and Addenda: Legibly mark each section to record:

1.4.1.9.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

1.4.1.9.2. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.10. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

1.4.1.10.1. As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Town at no additional cost, including digital I (CAD and PDF) versions.

1.4.1.10.2. For construction of new building, or building additions, field improvements, and/or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

1.4.2. Record Set. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

1.4.3. Construction Photographs. Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Town. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Town. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly

identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

1.5. Staging Site.

1.5.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Town.

1.5.2. The Town at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Town, the Town assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

1.5.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the Town as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

1.5.4. No parking is permitted at a Town provided staging site without the prior written approval of the Town.

1.6. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the Town.

1.7. Approval of Subcontractors. For any scope of work that the Contractor will utilize a subcontractor, the Contractor may only retain or utilize the services of the particular subcontractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion. The Contractor shall provide at least fourteen (14) days notice to the Town Manager and the Project Consultant of its intent to retain or utilize a subcontractor.

1.8. Project Signage. Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the Town as applicable.

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of

a Notice to Proceed providing a commencement date and issued by the Town Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract.

2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within 120 calendar days from the date specified in the Notice to Proceed ("Contract Time")**. Substantial Completion shall be defined for this purpose as the date on which Town receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within 120 calendar days from the date specified in the Notice to Proceed ("Final Completion Time")**. The Final Completion date is defined as the date determined by the Town when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to Town all documentation required herein.

2.3. Upon failure of Contractor to substantially complete the Work as defined in this Agreement within the Contract Time, Contractor shall pay to Town the sum of **[INSERT SUBSTANTIAL COMPLETION LIQUIDATED DAMAGES]** for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to Town the sum of **[INSERT FINAL COMPLETION LIQUIDATED DAMAGES]** for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to Town for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Town as a consequence of Contractor's delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4. Town is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Town by Contractor exceeds monies due Contractor from Town, Contractor shall be liable and shall immediately upon demand by Town pay to Town the amount of said excess.

3. CONTRACT PRICE AND PAYMENT PROCEDURES

3.1. Guaranteed Maximum Price. The Town shall pay the Contractor an amount not to exceed \$_____ for the performance of the Work in accordance with the line items and unit prices included in Exhibit "A" (the "Contract Price"). The Contract Price shall be full compensation for all services, labor, materials, equipment, and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.

3.2. Schedule of Values. The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or Town as applicable may require further breakdown after review of the Contractor's submittal. The Town reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form. The Contractor guarantees that each individual line item contained in the schedule of values submitted as part of a competitive solicitation shall not be increased without written approval by the Town Manager.

3.3. Payment Application Procedures. Town shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Town shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month to the Town's Consultant, Kimley-Horn & Associates (the "Town's Project Consultant"). Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the Town or Town's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as Town shall determine or Town may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Town until final completion and acceptance of the Work by Town. In the event there is a dispute between Contractor and Town concerning a Pay Application, dispute resolution procedures shall be conducted by Town commencing within 45 days of receipt of the disputed Payment Application. The Town shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.4. Progress Payment Applications. Each progress payment application submitted to the Town must include:

3.4.1. A sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Contractor were paid in full as it relates to all Work performed up to the time of the request for payment;

3.4.2. Partial conditional releases or waivers of lien by the Contractor, material suppliers, subcontractors, and any lienors serving a Notice to the Town and evidence of proof of payment of any indebtedness incurred with respect to the Work of the Contractor as may be required by the Town;

3.4.3. Evidence that all Work was fully performed as required by the Contract Documents up to the time of the request for payment and that the Work was inspected and accepted by the Town and any other governmental authorities required to inspect the Work; and

3.4.4. An updated Project schedule, including a two-week look-ahead schedule, as approved in writing by the Town Manager.

3.4.5. All Buy-Out Savings, including supporting documentation relating to the calculation of the Buy-Out Savings.

3.5. Final Payment. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Town, and upon receipt of consent by any surety, Town shall pay the remainder of the Contract Price (including Retainage) as recommended by the Town's Project Consultant and Building Official. Final payment is contingent upon receipt by Town from Contractor of:

3.5.1. An affidavit that payrolls, bills for materials, equipment, and other indebtedness were paid in full as it relates to all Work performed under this Contract;

3.5.2. A certificate evidencing that insurance required by the Contract Documents shall remain in effect after final payment is made;

3.5.3. A written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;

3.5.4. Documentation of any special warranties, including, but not limited to, any manufactures' warranties or specific subcontractor warranties;

3.5.5. Evidence that all Punch List items have been fully completed to the satisfaction of the Town;

3.5.6. All previously undelivered manufacturer and subcontractor guarantees, warranties, and manuals and documents required by the Contract Documents;

3.5.7. Final releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the Town to assure a lien-free and claim-free completion of the Work;

3.5.8. Evidence that the Contractor has fully cleaned and restored the site, including removal of all rubbish and debris;

3.5.9. At least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work;

3.5.10. Such other documents necessary to show that the Contractor has complied with all other requirements of the Contract Documents; and

3.5.11. Cost Savings, including supporting documentation used to calculate the Cost Savings.

3.6. Payment Withholding. The Town may withhold any payment, including a final payment, for application to such extent as may be necessary, as determined by the Town's Project Consultant, to protect the Town from loss for which the Contractor is responsible in the event that:

3.6.1. The Contractor performs defective Work and such Work has not been corrected, provided that the amount withheld shall be limited to the amount sufficient to cover such defective Work;

3.6.2. A third-party files a claim or lien in connection with the Work or this Contract;

3.6.3. The Contractor fails to make payments properly to subcontractors or suppliers for labor, materials, or equipment which has been paid by the Town, provided that the amount withheld shall be limited to the amount sufficient to cover such payments to subcontractors or suppliers for labor, materials, or equipment;

3.6.4. The Town has reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

3.6.5. The Contractor, its employees, subcontractors, or agents have damaged the Town;

3.6.6. The Town has reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;

3.6.7. The Contractor has failed to progress the Work satisfactorily and/or according to the Contract Schedule;

3.6.8. The Contractor has failed to carry out the Work in accordance with the Contract Documents;

3.6.9. The Contractor has failed to provide requisite releases of lien for each payment application in accordance with the Contract Documents; and/or

3.6.10. Any other failure to perform a material obligation contained in the Contract Documents.

3.7. No Waiver of Town Rights. The payment of any Application for Payment by the Town, including the final request for payment, does not constitute approval or acceptance by the Town of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Town's rights hereunder or at law or in equity.

3.8. Payment to Sub-Contractors; Certification of Payment to Subcontractors. The term "subcontractor," as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Town. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Town.

3.9. Cost Savings and Value Engineering.

3.9.1. Cost Savings. In the event the Contractor rebids or renegotiates with any subcontractor to reduce subcontractor costs for the performance of the Work, then the difference between (i) the sum of the subcontractor costs used to establish the Contract Price, as set forth in the Schedule of Values, and (ii) the sum of the revised subcontractor costs, including any early payment or similar discounts (the "Cost Savings"), shall revert to the Town. The Contract Price shall be adjusted in accordance with any Cost Savings through a Change and the Schedule of Values shall also be revised to reflect the new Contract Price.

3.9.2. Value Engineering. Contractor shall participate in Value Engineering the Contract Documents with the Town and the Architect with the goal of finding acceptable means for reducing the cost of the Work. Upon acceptance by the Town of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to Town.

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire agreement between the Town and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing), the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3. The Contract Documents shall remain the property of the Town. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Town's prior written authorization.

4.4. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Work shall apply:

4.4.1. First Priority: Change Orders with later date taking precedence;

4.4.2. Second Priority: ARPA Addendum Form, if applicable;

4.4.3. Third Priority: This Base Agreement;

4.4.4. Fourth Priority: Contract Documents, excluding this Base Agreement; and

4.4.5. Fifth Priority: Exhibit A, "Price Submittal Form."

5. INDEMNIFICATION

5.1. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's negligence, recklessness, or intentional misconduct in the Contractor's performance or non-performance of this Contract, Contractor's obligations, or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Additionally, the Contractor shall defend, indemnify, and hold the Town harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other employment related litigation or worker's compensation claims under federal, state, or local law. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance.

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Town and prior to commencing any Work. Each

certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

6.1.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.

6.1.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Consultant must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

<https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf>.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

<https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm>.

6.1.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form 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 Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Town and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the Town with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

6.1.2.1. Additional Insured. The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. If required by the Town, prior to performing any portion of the Work the Contractor shall deliver to Town the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Town and executed by a surety of

recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Town.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the Town to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing

of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the Town and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.1.7. Contractor has given Town written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2. No recovery for changed market conditions.

7.2.1. In entering into the Contract, Contractor represents and warrants that it has accounted for any and all inflation-related events, recession, labor or material shortages, supply chain disruptions, delivery lead time, or price increases that may be caused by local and or national conditions, whether known or unknown at the time of entering into the Contract (the "Market Conditions"). Contractor further specifically represents and warrants that it has considered all impacts and potential impacts, including any current and future supply chain disruptions and labor shortages, associated with the following events: (1) worldwide pandemics including, but not limited to, COVID-19 and Monkey Pox (the "Pandemics") and (2) the current military conflict involving Russia and the Ukraine (the "Ukraine Military Conflict"). Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into account the impacts of Market Conditions, the Pandemics, and the Ukraine Military Conflict, and has included all of those factors in the Construction Schedule and Contract Sum.

7.2.2. Contractor shall not seek any price increases or time extensions relating to or arising from the impacts of any Market Conditions, the Pandemics or Ukraine Military Conflict.

7.2.3. The Town shall not make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Paragraph.

7.3. Contractor warrants the following:

7.3.1. Anti-Discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.3.2. Anti-Kickback. Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Town has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Town shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.3.3. Licensing. Contractor represents that it is a properly qualified and licensed contractor in good standing within the jurisdiction within which the Project is located. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses from the federal, state, Miami-Dade County, Town, or other governmental or regulatory entity. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses required for this Project, including Town building permits. Prior to commencement of the Work, the Contractor shall provide the Town with copies of all required licenses.

7.3.4. Permits. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required permits from the federal, state, Miami-Dade County, Town, or other governmental or regulatory entity with jurisdiction over the site that are necessary to perform the Work. Contractor acknowledges that it is the obligation of Contractor to obtain all permits required for this Project, including Town building permits. Prior to commencement of the Work, the Contractor shall provide the Town with copies of all required permits. Town building permit fees may be waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

7.4. Defective Work; Warranty and Guarantee.

7.4.1. Town shall have the authority to reject or disapprove Work which the Town finds to be defective. If required by the Town, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

7.4.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Town or its designee, Town shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Town may declare Contractor in default.

7.4.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of three (3) years from the date of Substantial Completion. If, within three (3) years after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the Town prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Town all material and equipment warranties upon completion of the Work hereunder.

7.4.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

8. DEFAULT, TERMINATION, AND SUSPENSION; REMEDIES

8.1. Termination for Cause. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Town may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed monies due Contractor from Town, Contractor shall be liable and shall pay to Town the amount of said excess promptly upon demand therefore by Town. In the event it is adjudicated that Town was not entitled to terminate the

Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Town for convenience as described below.

8.2. Termination for Convenience. This Contract may be terminated by the Town for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Town. In such event, the Contractor shall promptly submit to the Town its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

8.3. Suspension of Contract. This Contract may be suspended for convenience by the Town upon seven (7) calendar days' written notice to the Contractor or immediately if suspended in connection with a local or state declaration of emergency. Suspension of the Work will entitle the Contractor to additional Contract Time as a non-compensable, excusable delay.

8.4. Termination Due to Lack of Funding. This Contract is subject to the conditions precedent that: (i) Town funds are available, appropriated, and budgeted for the Work, the Project, and/or Contract Price; (ii) the Town secures and obtains any necessary proceeds, grants, and/or loans for the accomplishment of the Work and/or the Project pursuant to any borrowing legislation adopted by the Town Commission relative to the Project; and (iii) Town Commission enacts legislation which awards and authorizes the execution of this Contract if such is required.

8.5. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against Town by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Town. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay.

8.6. Waiver of Consequential Damages. Contractor assumes all risks for the following items, none of which shall be the subject of any Change Order or Claim and none of which shall be compensated for except as they may have been included in the Contractor's Contract Price as provided in the Contract Documents: Loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute Claims, and loss of projects not bid upon, or any other indirect and consequential costs not listed herein. No compensation shall be made for loss of anticipated profits from any deleted Work.

8.7. Litigation of Claims. Mediation shall not be required before either party may proceed to litigation.

8.8. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9. CHANGES IN THE WORK

9.1. Change Orders.

9.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

9.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the Town, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The Town may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

9.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties and, if required by the Town Code of Ordinances, approved by the Town Commission.

9.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the Town reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the Town directs the Contractor to proceed on a time and materials basis, the Town shall impose a maximum not-to-exceed amount and the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the Town.

9.2. Continuing the Work. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements

concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10. MISCELLANEOUS

10.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Town Manager.

10.2. Contractor's Responsibility for Damages and Accidents.

10.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Town and shall promptly repair any damage done from any cause.

10.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town.

10.3. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

10.4. Waiver of Jury Trial. TOWN AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

10.5. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all trial and appellate levels. In addition, the prevailing party shall be entitled to recover from the non-prevailing party all litigation costs associated with discovery, processing, management, hosting, and production of electronically stored information (ESI).

10.6. Compliance with Laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

10.7. Examination and Retention of Contractor's Records.

10.7.1. The Town or any of its duly authorized representatives shall, for five (5) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions

related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

10.7.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Town providing for retention and audit of records.

10.7.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

10.7.4. The Town may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Town Manager or designees to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

10.8. Authorized Representative.

10.8.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to Town to represent and act for Contractor and shall inform Town, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep Town informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

10.8.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Town. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the Town, Contractor shall replace the unacceptable personnel with personnel acceptable to the Town.

10.9. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Town harmless from any liability on account of any and all such taxes, levies, duties and assessments.

10.10. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Town. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

10.11. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with Occupational Safety and Health Act requirements and all other similar applicable safety laws or codes. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Town shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

10.12. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Town at Contractor's expense.

10.13. Liens. Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Town shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Town shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Town's reasonable attorneys' fees and costs incurred in connection therewith.

10.14. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

10.15. Independent Contractor. The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not 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 services rendered under the Contract shall be those of the Contractor.

10.16. Notices/Authorized Representatives. Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

10.17. Ownership and Access to Records and Audits.

10.17.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

10.17.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The Town Manager or her designee shall, during the term of this Contract and for a period of five (5) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. 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, and following completion of the Contract until the records are transferred to the Town.

10.17.3. Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

10.17.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the Town.

10.17.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this

Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

10.17.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

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

10.17.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. 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.

Custodian of Records: Sandra McCready, MMC

**Mailing address: 9293 Harding Avenue
Surfside, FL 33154**

Telephone number: 305-861-4863

Email: smccready@townofsurfsidefl.gov

10.18. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

10.19. Boycotts. The Contractor is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

11. SPECIAL CONDITIONS

The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

11.1. Unsatisfactory Personnel.

11.1.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

11.1.2. The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

11.2. Hours of Work. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Town or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the Town Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Town.

11.3. Maintenance of Traffic. Whenever required by the scope of Work, by federal, state, or local law, or requested by the Town to protect the public health, safety, and welfare, a Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Town with a proposed MOT plan for review. The Town may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

11.4. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

11.5. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not

waive or mitigate the Contractor’s responsibility to meet the requirements of the Contract Documents. The Town may require an adjustment in price based on any proposed substitution.

11.6. Severe Weather Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

11.7. American Rescue Plan Act Contract Conditions. The Contractor acknowledges that the Work may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the Town pursuant to the American Rescue Plan Act (“ARPA”). Towards that end, the Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Contract Conditions.

If the Work will be funded utilizing ARPA funds, the Town shall select this box: ☐.

11.8. Grant Funding. The Contractor acknowledges that the Work may be fully or partially funded utilizing funds from the grants listed below (each a “Grant”). Accordingly, the Contractor warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work in accordance with the terms and conditions of the Grant.

Grant Title	Grant Agreement Exhibit

If the Work will be funded utilizing Grant funds, the Town shall select this box:☐.

Attachment H - Form of Sample Construction Contract

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

Contract No.: **XX-XX**

E-Verify Affidavit