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City Of Hollywood, Florida
Department of Public Utilities

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Hazen and Sawyer, D.P.C.

PROFESSIONAL SERVICES AGREEMENT

for

GENERAL ENGINEERING CONSULTANT SERVICES

FOR THE:

CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES

WATER TREATMENT PLANT
AND
WASTEWATER TREATMENT PLANT
PROJECTS

CITY PROJECT NO. 17-1324

August 2017

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THIS AGREEMENT is made and entered into this 7 day of NOV 2017 by and between **Hazen and Sawyer, D.P.C.,** a New York corporation authorized to do business in the State of Florida, with its principal place of business at **4000 Hollywood Boulevard, Suite 750N, Hollywood, Florida 33021** hereinafter referred to as the CONSULTANT whose Federal I.D. number is **13-2904652** and City of Hollywood, a municipal Corporation of the State of Florida, by and through its Commissioners, whose principal place of business is at 2600 Hollywood Blvd., Hollywood, Florida, 33020, hereinafter referred to as "CITY".

WHEREAS, the CITY desires to obtain the professional services of the CONSULTANT; and

WHEREAS, the CONSULTANT has submitted a proposal for provision of those services; and

WHEREAS, the CONSULTANT represents that it has expertise in the type of professional services that will be required.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE 1 GENERAL PROVISIONS

1.1 GENERAL REQUIREMENTS

1.1.1 The City of Hollywood General Conditions (Exhibit "A") are herein included as part of this agreement, except as modified within this document.

1.1.2 The term "he" shall be deemed to refer to individuals, firms, partnerships and other corporate structures without regard to sex or multiple parties as a convenience to improve clarity of these instructions.

1.1.3 Legal Venue: This agreement shall be governed by the law of the State of Florida, and the venue for any legal action will be Broward County, Florida.

1.1.4 In the event of a conflict between the provisions of any exhibit to this Agreement and the Agreement, the provisions of this Agreement shall govern.

1.1.5 Force Majeure:

a) A Force Majeure shall mean any event arising from causes beyond the control of a Party that causes a delay in or prevents the performance of any obligation under this Agreement, including, but not limited to:
   1. Acts of God; fire; war; insurrection; civil disturbance; or explosion;
   2. Unanticipated breakage or accident to machinery, equipment or lines of pipe despite reasonably diligent maintenance;
   3. Adverse weather conditions that could not be reasonably anticipated;
   4. Restraint by court order or order of public authority;
   5. Inability to obtain, at a reasonable cost and after exercise of reasonable diligence, any necessary authorizations, approvals, permits, or licenses due to

action or inaction of any governmental agency or authority other than the City of Hollywood; and

6. Delays caused by compliance with applicable statutes or regulations governing contracting, procurement or acquisition procedures, despite the exercise of reasonable diligence.
7. Any strike or other labor dispute, not within the control of the Parties affected thereby.

b) Neither CONSULTANT nor CITY shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions classified above as being a Force Majeure. Force Majeure shall not include increased costs or expenses of Response Actions, whether or not anticipated at the time such Response Actions were initiated.

1.1.6 Standard of Care: The CONSULTANT has represented to the CITY that it has expertise in the type of professional services that will be required for the services to be provided hereunder. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONSULTANT hereunder. In the event of any conflicts in these requirements, the CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.1.7 CITY's exercise of any of its rights or remedies prescribed in this Agreement shall not relieve CONSULTANT from responsibility for damages or other losses incurred or to be incurred by CITY as a result of CONSULTANT's breach of its obligations under this Agreement.

1.1.8 The CONSULTANT agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Broward County, Florida, including, but not limited to, all licenses required by the respective State boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT pursuant to this Agreement.

1.1.9 The CONSULTANT agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.1.10 CONSULTANT agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, a qualified licensed professional to serve as the CONSULTANT's project manager (hereinafter referred to as the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. The CONSULTANT agrees that the Project Manager shall devote whatever time is required to satisfactorily

manage the services to be provided and performed by the CONSULTANT hereunder. The person selected by the CONSULTANT to serve as the Project Manager shall be subject to the prior approval and acceptance of the CITY.

1.1.11 CONSULTANT agrees, within fourteen (14) calendar days of receipt of a written request from the CITY, to promptly remove and replace the Project Manager, or any other personnel employed or retained by the CONSULTANT, or any sub-consultants or subcontractors or any personnel of any such sub-consultants or subcontractors engaged by the CONSULTANT to provide and perform services or work pursuant to the requirements of this Agreement, whom the CITY shall request in writing to be removed, which request may be made by the CITY with or without cause.

1.1.12 CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph.

1.1.13 CONSTRUCTION BUDGET: Throughout the Project CONSULTANT is expected to keep the Project Construction Cost within the Construction Budget and is responsible to periodically submit a current Estimated Project Construction Cost to verify that the Project is within the Construction Budget.

1.2 SCOPE OF SERVICES

1.2.1 CONSULTANT shall provide to CITY professional engineering services in all phases of the work to which this Agreement applies.

1.2.2 The exact nature and magnitude of the required professional services cannot be defined precisely at the time of entering into this Agreement. The services to be performed by CONSULTANT will be set forth in the scope of services described in Work Orders to be issued by CITY from time to time.

1.2.3 The services to be provided by CONSULTANT are generally described herein. The CITY reserves the right to add or delete component parts when preparing Work Orders or to issue work in phases. The Work Orders, as issued, represent the entire scope of services between CITY and CONSULTANT.

1.2.4 Work to be performed under this contract will be authorized on a case by case basis through the issuance of individual Work Orders. A detailed scope of services will be incorporated into each Work Order. A written Work Order shall be issued approving a proposal for any Work Order under this Agreement. Work Orders shall be considered part of this agreement, and will be appended hereto.

1.2.5 At the CITY's Request for Proposal, CONSULTANT shall provide a written description of services proposed to be provided under a Work Order. CONSULTANT shall respond to Requests for Proposal in a timely manner.

1.2.6 CONSULTANT's Work Order Proposal shall be based on the CITY's Request for Proposal, discussions with CITY's staff, CONSULTANT's knowledge of similar work, local conditions, and field investigations. As a minimum, the proposal shall consist of a background of problem, scope of work, schedule and cost of services. To the extent applicable, CONSULTANT's Proposal shall be prepared substantially in accordance with this Agreement. The Work Order proposal shall provide comments on the scope of services, as well as a detailed staff hour estimate where appropriate, a fee proposal in standard format, and support for all costs contained in the fee proposal. The supporting information must be adequate to determine a factual basis for all costs contained in the proposal.

1.2.7 Sufficient documentation must be provided with the fee proposal to support the basis for all proposed direct expenses. Written quotes from vendors, invoices reflecting prices paid on previous purchases, copies of catalog pages, etc. may be used as support for the proposed prices. Verbal quotes from vendors may be acceptable if adequate supporting documentation (name and telephone numbers of the person furnishing the price quote) is provided. The acquisition of any individual item costing more than $1,000 shall be supported by at least two quotes, when competition exists.

1.2.8 Each Work Order shall be subject to a separate written "Notice to Proceed" to be issued by CITY. Work shall not commence until issuance of the appropriate written "Notice to Proceed."

1.2.9 An amendment to a Work Order must be completed if the project schedule, project scope or the construction budget is changed. This document will also be used to authorize additional services if required.

1.2.10 Services by Consultant's Own Staff: The services to be performed hereunder shall be performed by CONSULTANT's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by CONSULTANT, as independent consultant or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

1.2.11 CONSULTANT shall cooperate with CITY, its designees, and Contractor in furthering the interests of CITY.

1.2.12 CONSULTANT shall assist and support the Department of Public Utilities with the research, upgrades, acquisition, and implementation of a departmental-wide asset management software and the likes.

1.3 TERM OF AGREEMENT

1.3.1 This Agreement shall be a continuing service Agreement. The term of this Agreement shall be for a period of four (4) years. CITY shall have the option to renew this Agreement for two additional two (2) year periods. To exercise this option, CITY shall give CONSULTANT, not later than thirty (30) days prior to the expiration of the initial or renewal term of this Agreement, written notice of CITY's exercise of the option to renew.

Notwithstanding expiration of this Agreement, Consultant shall continue to work on each Project for which CITY issued a Notice to Proceed to CONSULTANT prior to expiration, except any Project on which CITY advises CONSULTANT in writing to cease working. With respect to any Project on which CITY advises CONSULTANT in writing to cease working, CONSULTANT shall promptly deliver to the CITY all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

1.3.2 Services to be rendered by CONSULTANT shall be commenced subsequent to the execution of this Agreement and upon written Notice to Proceed from CITY for each Work Order issued. Work shall be performed and completed in accordance with the Project Schedule attached to the Work Order and made a part thereof.

1.3.3 Should CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of condition herein defined in Paragraph 1.1.5 as a Force Majeure, and not due to its own fault or neglect, then CONSULTANT shall notify CITY in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONSULTANT may have had to request a time extension.

1.3.4 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of CONSULTANT's services from any cause whatsoever, including those for which CITY may be responsible in whole or in part, shall relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from CITY. CONSULTANT's sole remedy against CITY will be the right to seek an extension of time to its schedule. Provided, however, if through no fault or neglect of the CONSULTANT, the services to be provided hereunder have not been completed within twelve (12) months of the estimate within the Work Order schedule, the CONSULTANT's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by CONSULTANT after expiration of said twelve-month period.

1.3.5 Should the CONSULTANT fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONSULTANT until such time as the CONSULTANT resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONSULTANT's performance is or will shortly be back on schedule.

1.4 DEFINITIONS

Unless defined differently herein, terms used in this Agreement shall have the same meaning as those used in the CITY's General Conditions (Exhibit "A").

1.4.1 As-Builts (As-built Drawings and Specifications). The term "As-Builts" shall mean the record copy of the Contract Documents prepared by the Construction Contractor to record as-built conditions, field changes, and selections made during construction.

1.4.2 Construction Budget. The term "Construction Budget" shall mean CITY's written statement of funds available to pay for the cost of construction.

1.4.3 Construction Cost Index. (ENR) The term "Construction Cost Index" shall mean the Engineering News Record's Construction Cost Index for the time period designated by CITY. The 20 cities average is used as a benchmark.

1.4.4 Contract Documents. The term "Contract Documents" shall mean the Notice to Bidders, Instruction to Bidders, Supplementary Instructions to Bidders, Bid Form, Construction Contract Agreement, General Conditions, Supplementary Conditions, Affirmative Action Program, Exhibits to the Construction Documents, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion and all other items identified in the Construction Contract Agreement.

1.4.5 Coordination. The term "Coordination" shall mean that the documents shall be consistent and in conformance each part with all other parts.

1.4.6 Estimated Project Construction Cost. The term "Estimated Project Construction Cost" shall mean CONSULTANT's written estimate in the form specified by CITY, of the total Construction Cost of a project, updated to reflect the most accurate values at the various stages of the design process.

1.4.7 Project Phase. The term "Project Phase" means the portion of the project described within the scope of a Work Order.

1.4.8 PROJECT MANAGER: The term "PROJECT MANAGER" shall mean the specific CITY-approved individual named in a Work Order issued under this Agreement who is assigned to the Project, and is CONSULTANT's designated principal or staff member, as the designated person in charge of providing all services required by this Agreement.

1.4.9 Project. The term “Project” is the overall project, including all phases from inception to completion.

1.4.10 Project Schedule. The term "Project Schedule" shall mean the schedule prepared by Consultant showing project milestones, funding, design, design review, construction, and other deadlines applicable to the Project.

1.4.11 Bidding Documents. The term "Bidding Documents" shall mean those documents prepared and furnished by CITY for the purpose of obtaining bids from contractors to construct the Project, including without limitation, the General Conditions and General Requirements attached as Exhibit A.

1.4.12 CITY: The term "CITY" shall mean the City of Hollywood, Florida.

1.4.13 CITY Representative: The term "CITY Representative" shall mean the person or entity providing CITY Representative services pursuant to paragraph 2.5.3.

1.4.14 CITY's Designated Project Coordinator. The term "CITY's Designated Project Coordinator" shall mean the individual acting as CITY's Designated Project Coordinator pursuant to paragraph 4.1.1.

1.5 CONTRACT SERVICE AREAS

The City will issue Work Orders based on the type of work desired, timing and the firm deemed most capable of providing the services by the City staff. There are no guarantees of a specific volume or amount of work. The CONSULTANT, under this agreement is authorized to receive Work Orders in the following service areas:

Water and Wastewater Treatment Plant Projects: These services would generally include projects for the potable water transmission and distribution system, and wastewater collection system components. Projects under this contract would include, but not be limited to, the following: evaluation, pre-design, design, improvements, permitting and upgrades for existing and/or proposed sewer lift stations, and water and sewer pipelines networks. Services for these projects would include, but not be limited to, design, permitting, construction management and administration, and field services.

1.5.1 Service Area 1 – Wastewater Treatment Plant Projects: These services would generally include projects for the wastewater treatment plant. Projects under this contract would include, but not be limited to, the following: wastewater treatment plant and process improvements, upgrade/replacement of effluent pump station, increase in oxygenation basin capacity, repair and/or replacement of oxygen generation system, additional effluent storage tanks, annual capacity analysis report updates, effluent disposal evaluations and permitting. Services for these projects would include, but not be limited to, design, permitting, construction management and administration, and field services. Administrative services needed for the stormwater program such as grants applications, the NPDES program, and similar projects will be included in this area in order to standardize the City's consultant working with the state's Wastewater/ Stormwater regulatory personnel.

1.5.2 Service Area 2 – Water Supply and Treatment Projects: These services would generally include projects for the water treatment plant, and raw water well systems. Projects under this contract would include, but not be limited to, water treatment plant and process improvements, installation of back-up power at the plant and in the wellfields, installation of additional membrane treatment skids, modifications or improvements to existing chemical processes, design and oversight of the installation of additional wells and requisite piping. Services for these projects would include, but not be limited to, design, permitting, construction management and administration, and field services.

1.5.3 Service Area 3 – Infrastructure Projects: These services would generally include projects for the potable water transmission and distribution system, wastewater collection system, reuse, and stormwater system components. Projects under this

contract would include, but not be limited to, the following: design and/or upgrades to pump stations and pipelines, septic-to-sewer conversions, and permitting. Services for these projects would include, but not be limited to, design, permitting, construction management and administration, and field services.

1.5.4 Service Area 4 – Quality Assurance, Quality Control and Value Engineering Services: The general consulting services that could include, but not be limited to, value engineering, constructability reviews, and quality assurance/quality control review of projects to be let by the City. Proposers awarded a contract for services under this section shall be limited to receiving an agreement for services only within this area. This approach is to limit the possibility of a conflict of interest in the review of a project.

1.6 PROJECT PHASES

1.6.1 Work Orders issued under this Agreement shall follow the following project phase organization:

a) Pre-Design Phase
b) Engineering Design Phase
c) Bidding/Pre-Construction Phases
d) Construction Phase
e) Post-Construction Phase

1.6.2 In general, the scope of services in each phase may include, but not be limited to, some or all of the tasks as outlined in Articles 2 and 3 of this Agreement.

1.6.3 The work done under each phase shall be a separate task area in a Work Order, or be authorized under separate Work Orders at the option of the CITY. Work on each phase shall be based on documents, if any, from the prior phases approved by CITY in writing, any written directives by CITY with respect thereto, and any adjustments authorized by CITY in the Project Program or Construction Budget.

ARTICLE 2 CONSULTANT'S SERVICES AND RESPONSIBILITIES

Basic Services to be provided by CONSULTANT consist of the services described in this Article 2.

2.1 GENERAL

2.1.1 To the extent deemed necessary by CONSULTANT, CONSULTANT shall employ architects, mechanical, electrical, structural, and civil engineers licensed as such by the State of Florida, and such other consultants as may be necessary for the provision of services under this Agreement. All sub-consultants provided under basic services shall be paid by CONSULTANT. CONSULTANT shall submit, for approval by CITY, names of sub-consultants for each professional element of service of the Project. Nothing in the foregoing shall create any contractual relationship between CITY and any sub-consultants employed by CONSULTANT under the terms of this Agreement. CONSULTANT is as responsible for the performance of its sub-consultants as it would be if it had rendered these services itself.

2.1.2 CONSULTANT shall designate a principal or a staff member as the PROJECT MANAGER. So long as the PROJECT MANAGER performs in a manner acceptable to CITY, and remains in CONSULTANT's employ, the PROJECT MANAGER shall remain in charge of all design and other services required under this Agreement, including attending design-related meetings for the Project, unless a substitution mutually acceptable to CONSULTANT and CITY is made. CITY-approved PROJECT MANAGER shall be named in the proposal provided for a particular Work Order.

2.1.3 CONSULTANT shall assist CITY in fulfilling the requirements of the authorities and funding agencies whose interests bear on the design, cost, and construction of the Project.

2.1.4 CONSULTANT shall abide by all regulations imposed by authorities having jurisdiction over the Project.

2.1.5 CONSULTANT shall cooperate with other professionals CITY may employ for related work.

2.1.6 To the extent required by CITY, CONSULTANT shall consult with authorized employees, agents, and representatives of CITY relative to the design and construction of the Project.

2.1.7 Independent of the Project Phase when conducted, review, approval or acceptance of CONSULTANT's work whether by CITY or others, shall not relieve CONSULTANT from responsibility for errors and omissions in CONSULTANT's work.

2.1.8 CONSULTANT shall prepare designs and Construction Documents in compliance with all applicable laws, codes, rules, regulations, ordinances, and standards.
2.1.9 CONSULTANT acknowledges that access to a project site, to be arranged by CITY for CONSULTANT, may be provided during times that are not the normal business hours of the CONSULTANT.

2.1.10 CONSULTANT shall provide a written monthly progress report for each Work Order currently assigned to the CONSULTANT.

2.2 PRE-DESIGN PHASE

2.2.1 Upon written authorization to proceed CONSULTANT shall evaluate the Project to ascertain the requirements of the Project and shall review and clarify CONSULTANT's understanding of these requirements with CITY.

2.2.2 CONSULTANT shall review site surveys; existing record documents; mechanical, geotechnical, and other test reports; environmental documents, and any other documentation furnished by CITY. CONSULTANT shall determine from the examination of the site and a review of available information whether such data are sufficient for purposes of design or whether additional data are needed and, if so, recommend the manner in which said data is to be provided and needed services obtained.

2.2.3 CONSULTANT shall prepare applications and supporting documents for grants or advances under Federal or State programs.

2.2.4 CONSULTANT shall provide a written preliminary evaluation of the Project and the Construction Budget requirements.

2.2.5 CONSULTANT shall prepare and submit an outline of applicable provisions of building codes that apply to this project to CITY. The outline shall include a written report and schematic drawings that delineate the design criteria.

2.2.6 If requested by CITY, CONSULTANT shall review with and recommend to CITY alternative approaches to the design, and recommend the contracting mode best suited to the scope, project schedule, and construction budget of the Project.

2.2.7 CONSULTANT shall prepare Preliminary Design studies consistent with and incorporating the Project requirements, including site plans and other drawings, sketches, or graphic materials needed to describe the Project, including conceptual design criteria, schematic layouts and sketches.

2.2.8 CONSULTANT shall submit a written Estimated Project Construction Cost and a preliminary construction schedule based on the documents submitted in this phase. Evaluation shall include construction costs, contingencies and allowances for professional consultant services.

2.2.9 The Work of this phase is subject to independent reviews, both internal and external, and Value Engineering.

2.2.10 Upon written direction, CONSULTANT shall prepare a design presentation for the CITY Commission. CONSULTANT shall assist in the preparation of materials for the Commission's review including executive summaries, drawings and illustrations. CONSULTANT shall attend scheduled meetings with representatives of CITY regarding the presentation material to the CITY Commission.

2.2.11 Should The CITY fail to approve the design or aspects of the design due to errors and/or omissions, CONSULTANT shall, at its own expense, revise the design unless

CONSULTANT has been given prior written approval from CITY to proceed with the Engineering Design phase, in which case the revision of the design shall be an Additional Service subject to an amendment.

2.3 ENGINEERING DESIGN PHASE

2.3.1 Upon CITY's written authorization to proceed and based on Preliminary Design documents approved in writing by CITY, CONSULTANT shall prepare for approval by CITY, Construction Documents using standard CSI format, or other format as may be required by the CITY, consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project.

2.3.2 CONSULTANT shall provide surveys, soil investigations and other field studies required for design.

2.3.3 CONSULTANT shall submit documentation supporting the design criteria for the structural (including structural loading), HVAC, plumbing, electrical, lighting and communication systems; and other specialized building systems.

2.3.4 CONSULTANT shall submit construction documents to CITY for review and approval upon 30%, and 70% completion, and 100% completion. CONSULTANT shall resubmit the documents for back-check by CITY after corrections are made to each submittal.

2.3.5 Prior to submission of the 70% completed Construction Documents for CITY review, CONSULTANT shall review CITY's Bidding Documents for Project requirements and recommend any changes needed to make them applicable to the Project. CONSULTANT shall submit, with the review set of the 70% completed Construction Documents, a single marked-up set of the CITY's "Supplementary General Conditions" showing the recommended changes.

2.3.6 Upon 30, 70% and 100% completion of the Construction Documents, CONSULTANT shall submit for CITY review and comment 10 copies each of the Construction Documents, a summary of the calculations for the structural, HVAC electrical, plumbing, communications, and other specialized building system calculations, and the current Estimated Project Construction Cost and Schedule.

2.3.7 Construction Document review is subject to a Constructability Analysis by CITY, which will consist of internal review, and will be subject to external review of the construction documents to determine whether designated components, systems and materials specified in the construction documents represent a complete and constructable facility based upon the previously approved design.

2.3.8 The Construction Documents submittals shall either incorporate any changes or corrections required by CITY or review agencies as a result of their review of the 30%, 70% and 100% completed Construction Documents or be accompanied by a written statement as to why such changes were not incorporated. CITY may reject CONSULTANT's explanation and require CONSULTANT to make the changes or corrections to the Construction Documents as previously requested by CITY.

2.3.9 Final Construction Drawings and the Certification page of the specifications submitted to CITY for bidding purposes shall be signed and sealed by CONSULTANT or the appropriate sub-consultant.

2.3.10 CONSULTANT shall be responsible for the content of all Construction Documents. All construction documents prepared or signed by CONSULTANT or sub-consultants shall be complete, coordinated and contain directions as will enable a competent contractor to carry them out.

2.3.11 Upon approval by the CITY, the 100%-completed Construction Documents will be deemed to be final and ready for bid. CONSULTANT shall provide to CITY ten (10) sets of 24 x 36 prints, ten (10) sets of 11 x 17 prints and ten (10) complete sets of the Specifications, of the final set of Construction Documents. The Specifications shall be submitted in both hard copy form and electronic form in Microsoft-Word format. CONSULTANT is also required to provide CITY with one (1) computer-CD version of the Drawings that is compatible with AutoDesk's AutoCAD 2010 or later version. CONSULTANT shall submit a final written Estimated Project Construction Cost and schedule based on the documents submitted to CITY.

2.3.12 The Work of this phase is subject to independent reviews, both internal and external.

2.3.13 CONSULTANT shall be responsible for obtaining review and approval by applicable regulatory agencies. CITY's Designated Project Coordinator will attend all meetings with these agencies. Unless directed otherwise in writing by CITY the Engineering Design Phase shall not be considered 100% complete until all required agency and CITY approvals have been received by CONSULTANT.

2.4 BIDDING PHASE

2.4.1 If prequalification of construction contractors is required by CITY, CONSULTANT shall recommend prequalification criteria, and assist CITY in preparation of the prequalification documents. If requested by CITY, CONSULTANT shall participate with CITY in evaluation of prequalification submittals.

2.4.2 CONSULTANT shall distribute contract documents to prospective bidders, and maintain records of documents issued.

2.4.3 CONSULTANT shall assist CITY in document clarification and in the preparation of Addenda as required for issuance in accordance with both the "Instructions to Bidders" and the "Supplementary Instructions to Bidders" of CITY's Bidding Documents.

2.4.4 CONSULTANT shall organize and conduct, and CITY's Representative shall attend, all scheduled pre-bid meetings and/or site visits.

2.4.5 CONSULTANT's Representative shall review and evaluate bids. CONSULTANT Project Manager shall prepare a certified bid tabulation and recommendation to award.

2.4.6 Attend bid protest hearings, provide documentation as required to evaluate bid protests.

2.5 CONSTRUCTION PHASE

2.5.1 CONSULTANT shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

2.5.2 The Construction Phase will commence on the date the Notice to Proceed between CITY and Contractor is signed by CITY and will terminate one year after Notice of Completion or, in the absence of a Notice of Completion, one year after Final Completion of construction.

2.5.3 CONSULTANT shall schedule and conduct a pre-construction meeting. Attendees shall be sub-consultants, Contractor and major subcontractors, CITY's Representative and Designated Project Coordinator, and others as deemed necessary by CONSULTANT and/or CITY.

2.5.4 Except as otherwise provided in the Contract Documents or as determined by CITY, all written communications with Contractor will be issued by CITY's Representative.

2.5.5 CONSULTANT shall, at no cost to CITY, satisfactorily correct any and all errors, omissions, deficiencies, or conflicts in the Construction Documents prepared by CONSULTANT or Sub-consultants promptly upon discovery or notice. The obligations of CONSULTANT to correct defective or nonconforming Work shall not in any way limit any other obligations of CONSULTANT.

2.5.6 CONSULTANT shall provide professional services necessary to certify completion of the project as required by the appropriate regulatory authorities, including but not limited to the following:

(1) Consultations and attendance at meetings with CITY and Contractor.

(2) Review of Contractor's submittals.

(3) Issue clarifications and interpretations of the Contract documents as required.

(4) Prepare and submit to the CITY all required record drawings showing changes made during construction.

(5) Prepare and submit to the CITY a final report of variations from the contract documents, including reasons for the variations.

(6) CONSULTANT shall make periodic on-site observations, not less than weekly, of construction as it progresses except for periods of construction downtime as approved by CITY in writing.

(7) CONSULTANT shall make off-site observations of fabricated materials and equipment when such off-site checks are specified in the Contract Documents. Observations shall be conducted deliberately and thoroughly by CONSULTANT.

(8) CONSULTANT shall have the authority to reject Work that does not conform to any of the following: the Contract Documents; CITY's Representative's directives; applicable code requirements; approved Shop Drawings, Product Data, and Samples; Clarification Drawings; or work that is considered defective. CITY's Representative shall require special inspection or testing of the Work in accordance with the provisions of the Contract Documents if, in CONSULTANT's reasonable opinion, such inspection or testing is necessary or advisable for the implementation of the Contract Documents, regardless of the state of completion of the Work subject to such inspection or testing.

(9) CONSULTANT shall review inspection reports, laboratory reports, and test data to determine conformity of such data with the design requirements expressed, implied, or depicted in the Contract Documents; approved Shop Drawings, Product Data, and Samples; and Clarification Drawings. Response shall be provided to the CITY's Representative who shall direct Contractor, in writing, about actions that need to be taken, as determined from Project site visits, inspection reports, laboratory reports, and test data or from Contractor proposals, schedules, or other relevant documents.

(10) CONSULTANT shall review the amounts owed to Contractor, based on observations at the Project site and on evaluations of Contractor's Applications For Payment and shall issue Certificates For Payment in accordance with the construction contract documents. CONSULTANT recommendations to CITY to pay the amounts on Contractor's Applications For Payment shall constitute a representation by CONSULTANT to CITY based on CONSULTANT's periodic observations as provided for above, that the Work has progressed to the point

indicated, that, to the best of CONSULTANT's knowledge, information and belief, the Work is in accordance with the Contract Documents, and that Contractor is entitled to payment in the amount recommended. Reductions in the amounts recommended by CONSULTANT shall be made by CITY if needed to satisfy assessed liquidated damages, stop notices, or other requirements of the Construction Contract Documents.

(11) Before recommending payment, CONSULTANT shall review and approve the updated Contract Schedule and other submittals required from Contractor in connection with Contractor's Application for Payment, and confirm that As-Builts are being maintained by Contractor in accordance with the General Conditions of the Construction Contract Documents.

(12) CONSULTANT shall conduct punch list inspections accompanied by CITY and Contractor to determine Beneficial Occupancy, Substantial Completion, and Final Completion. CONSULTANT shall recommend the issuance of the Certificate of Beneficial Occupancy and the Certificate of Substantial Completion in accordance with the Construction Contract Documents. CONSULTANT shall review for conformance with the Construction Contract Documents all warranties, guarantees, As-Builts, and other items required by the Construction Contract Documents to be delivered by Contractor as a condition of final payment.

(13) CONSULTANT shall assist CITY REPRESENTATIVE to prepare Field Orders and Change Orders for CITY's approval and execution. Preparation and review of Field Orders and Change Orders shall include providing necessary Drawings and Specifications, describing the Field Order or Change Order, review of Contractor's proposed time and cost changes, and making recommendations to CITY. CONSULTANT shall provide its best estimate of the changes to the Contract Sum or Contract Time prior to issuance of a Field Order or Change Order.

(14) Record Documents consisting of Record Drawings and final Specifications shall be provided within 60 days after Final Completion. CONSULTANT shall, at no additional cost, furnish CITY with one (1) signed and seal copy and one (1) AutoCAD copy of the Record Drawings and one annotated hard copy of the Specifications and one computer CD compatible with Microsoft-Word. The Record Drawings shall be made from the As-built Drawings, including revisions and changes made via Addenda and, during the course of construction, via marked-up prints, As-Built Drawings and other data furnished by Contractor to CONSULTANT. The revisions and changes shall be accurately annotated and cross-referenced. Each page of the Drawings shall prominently note the words "Record Documents." The cover page of the annotated Specifications shall also note the words "Record Documents."

2.5.7 When requested by the CITY as part of the Work Order proposal, CONSULTANT shall provide contract administration services during construction. CONSULTANT shall designate a principal or staff member as the CITY's Representative to provide such services. That person shall continue to serve as CITY's Representative so long as that person remains in the employ of CONSULTANT and her/his performance is acceptable to CITY, unless a substitution mutually acceptable to CONSULTANT and CITY is made.

CITY-approved CITY's Representative shall be named in the Work Order proposal. When construction contract administration services are authorized:

(1) They shall be performed in accordance with the Public Utility Department's Construction Management Operations Manual.

(2) CONSULTANT shall conduct regular construction meetings, plus special meetings as they are deemed necessary.

(3) CONSULTANT shall review materials and workmanship used on the project for compliance with the contract documents.

(4) CONSULTANT shall submit to the CITY monthly progress and status reports, updating project status.

(5) CONSULTANT shall monitor, prepare and maintain all project records, including correspondence, schedules, meeting minutes, construction records, progress photographs, etc.

(6) CONSULTANT shall review all contractor submittals, including operation and Maintenance manuals, schedules, warrantees and guarantees.

(7) CONSULTANT shall negotiate the scope and cost of all change orders with the contractor, provide a recommendation to the CITY on approval of change requests.

(8) CONSULTANT shall evaluate and recommend periodic pay requests received from the contractor.

(9) CONSULTANT shall provide full time resident inspection of the project.

(10) CONSULTANT shall provide project closeout services, including final inspection, review of final documentation, preparation of closeout change orders etc.

(11) CONSULTANT shall prepare to serve and serve as a consultant or witness for CITY in any litigation, or other legal or administrative proceeding, involving the Project.

2.5.8 When CONSULTANT shall be responsible for construction administration as part of its basic services as CITY Representative, these services may include direction of inspectors, who may be CITY employees or outside contractors.

2.6 GUARANTEE TO REPAIR PERIOD

2.6.1 CONSULTANT shall review the Work at 11 months after Substantial Completion or Final Completion, as applicable, and shall make written recommendations to CITY for the correction of any deficiencies within 15 days after the inspection date. CONSULTANT shall be accompanied by CITY during these inspections. Dates for inspections shall be as mutually agreed by the parties within the 11th month time frame.

2.7 INDEPENDENT REVIEWS

2.7.1 Work Orders under this agreement are subject to an independent design review conducted by CITY, at the CITY's option, and at CITY's expense. CONSULTANT shall cooperate with this design review. As part of the review CONSULTANT shall present the current status of the design. CONSULTANT shall present Drawings and other items as necessary to describe the Project design.

2.7.2 Work Orders under this agreement are subject to independent cost estimates conducted by an estimator designated by CITY, at the CITY's option, and at CITY's expense. If requested, CONSULTANT shall provide 3 copies of the current Drawings and Specifications at the following points in the design process:

1. End of the pre-design phase.
2. Construction Documents phase at 30%, 70% and 100% of completion.
3. Construction Documents phase at final 100% completion of correction by CONSULTANT and back-check by CITY.

ARTICLE 3 ADDITIONAL SERVICES

The following shall only become part of a Work Order if specifically requested prior to the Work Order approval. If not included in the initial Work Order, these items will require an amendment to the Work Order for additional work. CONSULTANT shall provide Additional Services only when and as authorized in a written Work Order Amendment signed by CITY. No Additional Services shall be compensable unless so authorized.

3.1.1 Provide planning surveys, site evaluations, environmental studies, or comparative studies of prospective Project sites.

3.1.2 Provide services to investigate existing conditions or facilities, to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by CITY beyond those reasonably and customarily provided as part of a normal design process.

3.1.3 Provide financial feasibility studies or other special studies.

3.1.4 Prepare special surveys, environmental studies, and submissions required for review or approval by governmental authorities or others having jurisdiction over the Project outside of the submittals required for approval of the Construction Documents or as required to prepare Change Orders under basic services, if applicable.

3.1.5 Provide services related to future facilities, systems, and equipment that are not intended to be constructed during the construction phase or that are not anticipated in the Project.

3.1.6 Make investigations and/or take inventories of materials or equipment, provide detailed quantity surveys or inventories of material, equipment, and labor or make valuations and detailed appraisals of existing facilities.

3.1.7 Provide analyses of owning and operating costs, except as needed to prepare an energy analysis or to participate in Value Engineering sessions.

3.1.8 Provide perspective drawings, models, and mock-ups, including slides thereof except as indicated in Article 2.

3.1.9 Provide services as necessary to correct major defects or deficiencies in the Work of Contractor when such defects or deficiencies require services in excess of those reasonably expected on a project of this type, size, and complexity, excluding warranty items.

3.1.10 Provide extensive assistance in the utilization of any equipment or system, prepare operation and maintenance manuals, train personnel for operation and maintenance, and consulting during operation.

3.1.11 Provide services after the issuance of the final Certificate for Payment, provided that these services do not relate to the guarantee or warranty services described in Article 2 or to corrections of design errors or omissions.

3.1.12 Provide services regarding replacement of any Work damaged by fire or other cause (excluding any cause resulting from the negligent acts, errors, or omissions by CONSULTANT).

3.1.13 Provide services in connection with a public hearing, mediation, arbitration proceeding, or legal proceeding, except where CONSULTANT is a party thereto.

3.1.14 Provide services made necessary by the termination of Contractor but only to the extent such services exceed the level of service that would have been provided in the absence of a termination of Contractor.

3.1.15 Investigation of alternative projects and feasibility studies.

3.1.16 Other assistance as may be required.

ARTICLE 4 CITY RIGHTS AND RESPONSIBILITIES

4.1 ADMINISTRATION

4.1.1 The CITY shall designate in writing a project coordinator to act as CITY's representative with respect to the services to be rendered on a Work Order under this Agreement (hereinafter referred to as the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to CONSULTANT's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

(a) The time the CONSULTANT is obligated to commence and complete all such services; or

(b) The amount of compensation the CITY is obligated or committed to pay the CONSULTANT.

4.1.2 The Project Coordinator shall:

(a) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed in accordance with this Agreement;

(b) Provide all criteria and information requested by CONSULTANT as to CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;

(c) Arrange for access to and make all provisions for CONSULTANT to enter the Project site to perform the services to be provided by CONSULTANT under this Agreement; and

(d) Provide notice to CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by CONSULTANT hereunder.

4.2 PROVISION OF INFORMATION, SURVEYS, AND REPORTS

4.2.1 Upon request from CONSULTANT, the CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all available information in the CITY's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project.

4.2.2 CITY shall be responsible for the acquisition of all easements, property sites, rights-of-way, and other property rights required for a project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

4.2.3 CITY shall have the right to make changes to the Project. When such changes increase the duties of CONSULTANT beyond those reasonably and customarily

provided in Basic Services, CONSULTANT shall be compensated in accordance with this Agreement.

4.2.4 CITY shall have the right to make reasonable changes to its Bidding Documents and CONSULTANT shall be bound by such changes. When such changes increase the duties of CONSULTANT, beyond those reasonably and customarily provided in Basic Services, CONSULTANT shall be compensated in accordance with this Agreement.

4.2.5 CITY shall furnish structural, mechanical, electrical, chemical, soils, and other tests, inspections, and reports as required by law or by the Contract Documents, which are not required to be furnished by Contractor under the Contract Documents.

4.2.6 CITY shall provide updated information to the CONSULTANT regarding the Project Schedule as dates and durations applicable to the Project such as funding deadlines, review periods, anticipated periods of Project suspension, and construction deadlines become known.

4.2.7 If required for the performance of CONSULTANT's services, and not included within the scope of the Work Order, CITY shall furnish an accurate land survey of the Project site, giving, as applicable, grades and lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and floor elevations pertaining to existing buildings, other improvements, and trees; and information in CITY's possession concerning available service and utility lines, both public and private.

4.2.8 The services, information, surveys, and reports required by this Article 4 shall be furnished at CITY's expense.

ARTICLE 5 COMPENSATION

CITY will compensate CONSULTANT for the scope of services provided, in accordance with this Article 5 and with the other terms and conditions of this Agreement, as follows:

5.1 COMPENSATION FOR BASIC SERVICES

The fee for services rendered in accordance with this Agreement shall be computed in the method selected by the CITY as follows:

5.1.1 If the basis for compensation, identified in the Work Order, is a "LUMP-SUM", it shall list amounts by, and payable with respect to each milestone, after the review and approval by CITY. Monthly pay requisitions documenting the Work Order progress and requested payment shall be submitted in accordance with, and include, the attached Rate Schedule (Exhibit B). Payment shall not exceed the amount authorized through the completed milestones or for the amount of work completed to date. Requisitions shall be payable after the review and approval by CITY. Payment for work indicated shall include all work necessary to accomplish the work component, whether specified, indicated in the Work Order or necessary to complete the work as described. Payments to CONSULTANT shall follow the schedule that shall include the milestones indicated in the Work Order, and updated through the pay request date.

5.1.2 If the basis for compensation, identified in the Work Order, is TIME AND MATERIALS BASIS, work components to be paid shall be indicated in the Work Orders issued to CONSULTANT.

(1) Time payments shall be computed based on CONSULTANT's Hourly Rate Schedule as shown on Exhibit B.

(2) Materials shall be paid as reimbursable costs in accordance with paragraph 5.3. Reimbursable costs shall mean the actual expenditures made by the CONSULTANT while providing services under the Work Order in the interest of the Project. An estimate of reimbursable costs shall be included in the Work Order the amount of which will not be exceeded without CITY's approval. Items which may be considered for reimbursement are listed below:

a. Expenses for transportation and subsistence incidental to out-of-town travel required by CONSULTANT and directed by CITY, other than visits to the project site or CITY's office;

b. Expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications and documents;

c. Expenses for renderings, models and mock-ups requested by CITY.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 For the Additional Services of CONSULTANT, as described in Article 3, including the Additional Services of sub-consultants, compensation shall be in accordance with the attached Rate Schedule, (Exhibit B).

5.3 REIMBURSABLE EXPENSES

5.3.1 For Reimbursable Expenses, as described in this paragraph 5.3, only actual costs plus a 10% mark-up fee will be reimbursed. Paid invoices or other proof of payment shall be submitted when requesting reimbursement.

5.3.2 Reimbursable Expenses are paid in addition to the compensation for Basic and Additional Services and are actual expenditures made by CONSULTANT and Sub-consultants in the interest of the Project, for the following expenses:

1. Unless otherwise identified in a Work Order, transportation and living expenses while traveling outside the South Florida area. Transportation, lodging, and per diem expenses for travel between various CONSULTANT's offices and between CONSULTANT's offices and CITY's facility are not reimbursable. Transportation expenses shall be paid on the same basis and shall be subject to the same conditions as those in effect for employees of CITY. These expenses shall not be compensable unless authorized, in writing, in advance by CITY.

2. Expenses for reproductions, postage, handling and delivery for Drawings, Specifications, and other documents, excluding reproductions for office use by CONSULTANT and sub-consultants; copies specified herein for the schematic design, design development, and Construction Documents phases; and other sets as required under Basic Services (Article 2).

5.3.3 The CITY shall approve all miscellaneous expenditures necessary for the completion of the Work Order not included in items above, in advance.

5.4 PAYMENT PERIOD

Payments will be made for services rendered, no more than on a monthly basis, within forty-five (45) days of receipt of an approved invoice. The number of the Work Order by which authority the services have been made shall appear on all invoices, project name and number, original contract amount, consecutive invoice number for that project, and Work Order amount. All invoices shall be reasonably substantiated, and shall identify the services rendered and required by CITY. Invoices shall be broke out by task, and shall include a breakdown of hours and expenses within that task.

5.5 SUB CONSULTANT ADMINISTRATION FEE

As compensation for coordinating sub-consultant activities for CITY, CONSULTANT shall be allowed an administrative fee not to exceed ten percent (10%) of the actual cost of services rendered. For the purposes of this provision, the actual cost of services rendered shall not include any mark-up between the vendor who actually performed the services and any sub-consultant. No administrative fee or mark-up shall be paid in conjunction with reimbursable costs.

5.6 RATE SCHEDULE UPDATES

5.6.1 The Hourly Rate Schedule (Exhibit B) may be adjusted annually on the anniversary date of this agreement. Any adjustments to the Hourly Rate Schedule shall be mutually agreed upon between the CITY and CONSULTANT, and shall reflect actual increases in CONSULTANT's costs. The CONSULTANT shall provide a completed copy of a Hourly Rate Schedule (Exhibit B) for review and approval by the CITY one month prior to the anniversary date of the Agreement. Adjusted rates shown by the CONSULTANT in Exhibit B shall be subject to negotiation prior to approval.

5.6.2 The adjusted Hourly Rate Schedule shall be used solely for the preparation of proposals for new Work Orders. The adjusted rates shall not be used to adjust previously authorized Work Orders.

5.6.3 The original rate schedule and any additions thereto will be adjusted to exclude any significant sums by which the CITY determines the rate schedule was increased due to inaccurate, incomplete, or non current wage rates and other factual unit costs.

ARTICLE 6 PAYMENTS

6.1 PAYMENTS FOR BASIC SERVICES

6.1.1 Payments for Basic Services, as defined in Article 2, shall be made as stipulated in Article 5.

6.2 PAYMENTS FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

6.2.1 Payments for CONSULTANT's Additional Services, as defined in Article 3, and for Reimbursable Expenses, as defined in Article 5, shall be made monthly after presentation of CONSULTANT's statement of services rendered, or expenses incurred, with invoices, receipts and other justification thereof.

6.2.2 Payments related to paragraph 5.2 shall be made monthly after presentation of CONSULTANT's statement of services rendered, or expenses incurred, with invoices, receipts and other justification thereof unless otherwise agreed by the parties thereto.

6.3 PROJECT SUSPENSION

6.3.1 If the Project is suspended or abandoned for more than six consecutive months, and such suspension was not scheduled at the beginning of the Work Order, CONSULTANT shall be compensated for all authorized services performed prior to the receipt of written notice from CITY of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended for more than six consecutive months, CONSULTANT's compensation shall be adjusted to compensate CONSULTANT for any additional costs reasonably incurred as the result of the suspension.

ARTICLE 7 MAINTENANCE OF RECORDS AND FILES

7.1 BOOKS AND RECORDS:

Books and records relating to this Agreement shall be maintained in accordance with generally accepted accounting principles. CONSULTANT's records shall include but not be limited to accounting records (hard copy, as well as computer readable data); contracts; payroll records; sub-consultant agreements; vendor agreements; purchase orders; leases; original estimates; estimating work sheets; correspondence; receipts; memoranda; and any other supporting evidence deemed necessary to substantiate charges under this agreement. All such books and records shall be preserved for a period of at least seven years from the date of Final Payment under this Agreement.

7.2 FILES:

CONSULTANT and sub-consultants shall make their CITY project files available for inspection and copying by CITY upon reasonable notice. Such files shall be maintained for a period of at least seven years from the date of Final Payment under this Agreement. CONSULTANT shall include appropriate language in sub-consultant's agreements to enforce the provision of this paragraph 7.2.

7.3 RIGHT TO ACCESS:

CITY, or any duly authorized agents or representatives of CITY, shall have the right to audit, inspect, and copy all such records and documentation as necessary during the period of this Agreement and during the seven (7) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE 8 OWNERSHIP AND USE OF DOCUMENTS

8.1 UPON COMPLETION OR TERMINATION

8.1.1 Upon completion or termination of each Work Order, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by CONSULTANT, and the designs depicted in them, under this Agreement shall be delivered to and shall become the property of CITY whether the Project for which they are made is executed or not.

8.1.2 CONSULTANT shall be permitted, at its own expense, to retain copies, including reproducible copies, of Drawings and Specifications for information and reference. CONSULTANT shall not use as a whole or in substantial part, these Drawings and Specifications on other projects without written approval of the CITY.

8.1.3 All presentation drawings, slides, and models shall be and remain the property of CITY.

8.2 CONSTRUCTION DOCUMENTS

8.2.1 CONSULTANT, upon request, shall provide copies of the Construction Documents for bidding and construction purposes in the number required by CITY. The expense of reproduction shall be borne by CITY. CITY reserves the right to select the type of reproduction and to establish where the reproduction of documents will be accomplished.

8.2.2 CITY may use the Construction Documents, the Drawings and Specifications and the designs depicted in them without CONSULTANT's consent and without additional compensation to CONSULTANT, for whatever purpose it deems fit including, without limitation:

a. On or in connection with the Project, including without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy; and

b. On other projects.

8.3 INDEMNIFICATION ON USE OF DOCUMENTS

8.3.1 To the extent permitted by law, CITY will defend, indemnify and save harmless CONSULTANT, its officers, agents and employees from any costs or claims for damages arising from CITY's use, on other projects, of the Construction Documents, the Drawings and Specifications, or the designs depicted in them. As used in this Article 8, the "use, on other projects" does not include any of the uses specified in subparagraph 8.2.2.a.

8.3.2 Notwithstanding paragraph 8.3.1, CITY will not defend, indemnify or save harmless CONSULTANT, its officers, agents, or employees from any costs or claims asserted or imposed by any person or entity claiming that CITY's use of the Construction Documents, the Drawings and Specifications, or the designs depicted in them is contrary

to or in violation of any copyright, patent, trade secret, trade name, trademark, or any proprietary, contractual or legal right pertaining to their use.

ARTICLE 9 DISPUTES

9.1 NEGOTIATION

9.1.1 The parties will attempt in good faith to resolve any controversy or Claim arising out of or relating to this Agreement by negotiation.

9.2 MEDIATION

9.2.1 Within 60 days, but no earlier than 30 days, following the earlier of (1) receipt of notice by the other party from the American Arbitration Association (AAA) of the disputing party's demand for arbitration or (2) receipt by the other party of the disputing party's notice of election to litigate, the parties shall submit the matter to non-binding mediation administered by the AAA under its construction industry mediation rules, unless waived by mutual stipulation of both parties.

9.3 ARBITRATION OR LITIGATION

Disputes arising from this Agreement between CONSULTANT and CITY which cannot be settled through negotiation or mediation shall be subject to arbitration or litigation as follows:

9.3.1 Arbitration with Contractor. If any claim arises under the Construction Contract Documents for the Project and is submitted to arbitration, and either Contractor or CITY claims that the acts or omissions of CONSULTANT are involved, in whole or in part, any claim by CITY against CONSULTANT arising out of or in connection therewith may be asserted, at the option of CITY, against CONSULTANT in the same arbitration proceeding which shall be conducted under the procedures specified in the General Conditions of the construction contract.

9.3.2 Litigation with Contractor. If any claim arises under the Construction Contract Documents for the Project and is submitted to litigation, and either Contractor or CITY claims that the acts or omissions of CONSULTANT are involved, in whole or in part, any claim by CITY against CONSULTANT arising out of or in connection therewith may be asserted, at the option of CITY, against CONSULTANT in the same litigation.

9.3.3 Arbitration without Contractor. Disputes arising from this Agreement between CONSULTANT and CITY which cannot be settled through negotiation or mediation, and which are not resolved by arbitration or litigation pursuant to subparagraphs 9.3.1. and 9.3.2 shall be subject to arbitration without Contractor conducted in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. The following additional modifications shall be made to the aforesaid Rules of the AAA:

1. Civil discovery shall be permitted for the production of documents and taking of depositions. Other discovery may be permitted in the discretion of the arbitrator. All disputes regarding discovery shall be decided by the arbitrator.

2. CITY's Representative and/or CITY's consultants, shall if required by agreement with CITY, upon demand by CITY join in and be bound by the arbitration.

3. Concurrent disputes subject to this subparagraph 9.3.3 shall be consolidated into a single arbitration unless the parties otherwise agree in writing.

4. No hearing shall be held prior to final completion of the Project unless CITY and CONSULTANT otherwise agree in writing.

5. The exclusive forum for determining arbitrability shall be the Circuit Court of the State of Florida.

6. If total claims are less than $50,000, AAA expedited procedures as modified by this Article 9 shall apply. If total claims are between $50,000 and $100,000 they shall be heard by a single arbitrator who shall be an attorney. If total claims are in excess of $100,000 and are submitted to arbitration, the controversy shall be heard by a panel of 3 arbitrators, one of which shall be an attorney.

7. The AAA shall submit simultaneously to each party to the dispute an identical list of at least 10 names of persons chosen from the National Panel of Commercial Arbitrators, and each party to the dispute shall have 10 days from the date of receipt in which to cross off any names objected to, number the remaining names in order of preference and return the list to AAA. If the expedited procedures of the AAA are applicable, the AAA shall submit simultaneously to each party an identical list of 5 proposed arbitrators drawn from the National Panel of Commercial Arbitrators, and each party may strike 3 names from the list on a peremptory basis and return the list to AAA within 10 days from the date of receipt. Unless CITY and CONSULTANT otherwise agree in writing, the arbitration decision shall be made under and in accordance with the laws of the State of Florida, supported by substantial evidence. If the total of all claims or cross claims submitted to arbitration is in excess of $50,000, the award shall contain the basis for the decision, findings of fact, and conclusions of law. Any arbitration award shall be subject to confirmation, vacation or correction under the procedures and on the grounds specified in the Florida Arbitration Code (Chapter 682, F.S.). The expenses and fees of the arbitrators and the administrative fees of the AAA shall be divided among the parties equally. Each party shall pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.

9.4 PERSONAL INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE

9.4.1 Claims for personal injury, wrongful death, or property damage (other than property damage to CITY) shall not be subject to arbitration under Paragraph 9.3.3.

9.5 - WAIVER OF CLAIMS

9.5.1 CONSULTANT's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against CITY arising out of this Agreement or otherwise related to a project, except those previously made in writing and identified by CONSULTANT as unsettled at the time of the final payment. Neither the acceptance of CONSULTANT's services nor payment by CITY shall be deemed to be a waiver of any of CITY's rights against CONSULTANT.

9.5.2 Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 10 INDEMNIFICATION AND INSURANCE

10.1 INDEMNIFICATION

10.1.1 The CONSULTANT indemnifies and holds harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Agreement.

10.1.2 Nothing in this Article shall be deemed to affect the rights, privileges and immunities of the CITY under the doctrine of sovereign immunity and as set forth in Section 768.28, F.S.

10.1.3 CITY and CONSULTANT acknowledge that the conditions of any construction contract shall include language, satisfactory to the CITY's attorney, in whcih the contractor indemnifies and holds harmless the CITY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the contractor and persons employed or utilized by the contractor in the performance of said construction contract.

10.2 INSURANCE REQUIREMENTS

10.2.1 No work shall commence at the CONSULTANT's office unless and until the required Certificates of Insurance are received and the CITY issues the written Notice to Proceed to the CONSULTANT.

10.2.2 CONSULTANT shall procure and maintain insurance of the types and to the limits specified below.

10.2.3 CONSULTANT shall require each of its sub-consultants and subcontractors to procure and maintain, until the completion of that sub-consultant's or subcontractor's work, insurance of the types and to the limits specified, unless such insurance requirement for the sub-consultant or subcontractor is expressly waived in writing by the CITY. Said waiver shall not be unreasonably withheld upon CONSULTANT representing in writing to CITY that CONSULTANT's existing coverage includes and covers the sub-consultants and subcontractors for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified.

10.2.4 All liability insurance policies, other than the Professional Liability, Worker's Compensation and Employer's Liability policies, obtained by CONSULTANT to meet the requirements of this Agreement shall include CITY as an additional insured as to the operations of the CONSULTANT under this Agreement and the Contract Documents and shall contain severability of interests provisions.

10.2.5 If any insurance provided pursuant to this Agreement expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by CITY, certified, true copies of the renewal policies shall be furnished by CONSULTANT thirty (30) days prior to the date of expiration.

10.2.6 Should at any time the CONSULTANT not maintain the insurance coverages required in this Agreement, the CITY may cancel this Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the CONSULTANT for such coverages purchased. The CITY shall not be under any obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the CITY to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

10.2.7 The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

(a) Workers' Compensation: Insurance covering all employees meeting Statutory Limits in compliance with applicable State and Federal laws. The coverage must include Employer's Liability with a minimum limit of $1,000,000 for each accident.

(b) Comprehensive General Liability: Coverage shall have minimum limits of $1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage, XCU Coverage, and Contractual Liability.

(c) Business Auto Liability: Coverage shall have minimum limits of $1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-owned Vehicles and Employee Non-CITY ownership.

(d) Professional Liability: Coverage shall have minimum limits of $1,000,000 Per Occurrence, Combined Single Limits. If any liability insurance obtained by CONSULTANT or its sub-consultants and subcontractors to comply with the insurance requirements contained herein is issued on a "claims made" form as opposed to an "occurrence" form, the CONSULTANT or its sub-consultants and subcontractors shall, subject to reasonable continued availability, renew its coverage for three years following completion of the Work Order and acceptance by the CITY.

ARTICLE 11 STATUTORY REQUIREMENTS

11.1 NONDISCRIMINATION

11.1.1 In connection with the performance of CONSULTANT pursuant to this Agreement, CONSULTANT will conform to the provisions of the Federal Civil Rights Act of 1964, as amended. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, physical disability, veteran's status, medical condition, or any other basis prohibited by law relating to discrimination in employment, except where there is a bona-fide occupational qualification reasonably necessary to the normal operation of the CONSULTANT. This equal treatment shall apply, but shall not be limited to, the following: upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. In addition:

a. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The CONSULTANT, in all solicitations for advertisements for employees placed in behalf of the CONSULTANT, will state that such CONSULTANT is an equal opportunity employer.

c. The CONSULTANT will include the provisions set above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each sub-consultant or vendor.

11.1.2 Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

11.2 PAYROLL RECORDS

11.2.1 CONSULTANT and all subcontractors or consultants shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee employed in connection with the Covered Services hereunder. All payroll records shall be certified as being true and correct by CONSULTANT or subcontractors or consultants keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of CONSULTANT on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.

2. A certified copy of all payroll record shall be made available for inspection upon request to CITY, and/or the State of Florida.

3. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, the request by the public shall be made to the CITY. The public shall not be given access to such records at the principal offices of CONSULTANT or subcontractors or consultants. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of CONSULTANT awarded the Agreement or performing the Agreement shall not be marked or obliterated.

11.2.2 CONSULTANT shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request. CONSULTANT shall inform CITY of the location of such payroll records for the Project, including the street address, city, and county; and CONSULTANT shall, within 5 working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this Paragraph, CONSULTANT shall have 10 days in which to comply following receipt of notice specifying in what respects CONSULTANT must comply. Should noncompliance still be evident after the 10-day period, CONSULTANT shall forfeit to CITY, as a penalty, $25 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the CONSULTANT's fee.

11.3 LAWS AND REGULATIONS:

It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations.

ARTICLE 12 EXTENT OF AGREEMENT

12.1 AUTHORITY OF AGREEMENT

12.1.1 This Agreement represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral.

12.2 EXHIBITS

12.2.1 This Agreement includes the following exhibits attached hereto:

Exhibit A: General Conditions of CITY's Bidding Documents; Specifications
Exhibit B: CONSULTANT Hourly Rate Schedule
Exhibit C: Truth in Negotiation Certificate
Exhibit D: Contingent Fee Certificate

12.3 THIRD-PARTY BENEFICIARIES

12.3.1 Nothing contained in this Agreement is intended to make the construction Contractor or any construction Sub-contractor (regardless of tier), any employee or agent of the construction Contractor or any Subcontractor or any person, including any sub-consultant of CONSULTANT (regardless of tier), a third-party beneficiary of any obligations between CITY and CONSULTANT.

12.4 MODIFICATION

12.4.1 No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE 13 FEDERAL AND STATE GRANTS

13.1 In the event that a federal or state grant or other federal or state financing is used in the funding of a project under this agreement, CONSULTANT shall permit the funding agency or its designee access to, and grant the funding agency the right to examine, documents covering the services performed under this Agreement. CONSULTANT shall comply with applicable federal or state agency requirements including, but not limited to, the requirements regarding hours, overtime compensation, nondiscrimination, and contingent fees.

ARTICLE 14 NOTICES

14.1 CITY

All notices required or made pursuant to this Agreement to be given by the CONSULTANT to the CITY shall be in writing and shall be delivered by hand or by the United States Postal Service, certified mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record: Notice is effective only if and when it is actually received.

ATTN: Clece Aurelus, P.E.
Engineering Support Services Division Manager
City of Hollywood - Department of Public Utilities
1621 N. 14th Avenue, Hollywood, FL 33022-9045

14.2 CONSULTANT

All notices required or made pursuant to this Agreement to be given by the CITY to the CONSULTANT shall be made in writing and shall be delivered by hand or by the United States Postal Service, certified mail service, postage prepaid, return receipt requested, addressed to the following CONSULTANT's address of record. Notice is effective only if and when it is actually received.

ATTN: PHIL COOKE, P.E.
HAZEN AND SAWYER
4000 HOLLYWOOD BLVD SUITE 750N
HOLLYWOOD, FL 33021

14.3 Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE 15 SUCCESSORS AND ASSIGNS

15.1 This Agreement shall be binding upon CITY and CONSULTANT and their respective successors and assigns.

15.2 CONSULTANT'S DEATH OR INCAPACITATION

15.2.1 If CONSULTANT transacts business as an individual, upon CONSULTANT's death or incapacitation, CITY may, at its option, terminate this Agreement as of the date of such event. If so terminated, neither CONSULTANT nor CONSULTANT's estate shall have any further right to perform hereunder and CITY shall pay CONSULTANT or the estate the compensation payable under Article 5 for any services rendered prior to this termination not theretofore paid. This compensation shall be reduced by the amount of additional costs that will be incurred by CITY by reason of this termination.

15.2.2 If there is more than one CONSULTANT, and any one of them dies or becomes incapacitated, and the others continue to render the services covered herein, CITY will make payments to those continuing as though there had been no such death or incapacitation; CITY will not be obliged to take any account of the person who died or became incapacitated, or to make any payment to this person or this person's estate. These provisions shall apply in the event of progressive or simultaneous occasions of death or incapacitation among any group of persons named as CONSULTANT herein. If death or incapacitation befalls the last member of this group before the services under this Agreement are fully performed, then the rights set forth under subparagraph 15.2.1 shall apply.

15.3 ASSIGNMENT:

CONSULTANT shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of any or all of its rights, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the CITY.

ARTICLE 16 TERMINATION OR SUSPENSION OF AGREEMENT

16.1 CITY - INITIATED TERMINATION

16.1.1 CONSULTANT shall be considered in material default of this Agreement and such default will be considered cause for CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons:

a. Failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or
b. Failure to properly and timely perform the services to be provided hereunder or as directed by CITY, or
c. The bankruptcy or insolvency or a general assignment for the benefit of creditors by CONSULTANT or by any of CONSULTANT's principals, officers or directors, or
d. Failure to obey laws, ordinances, regulations or other codes of conduct, or
e. Failure to perform or abide by the terms or spirit of this Agreement, or
f. For any other documented just cause.

This termination shall be effective if CONSULTANT does not cure its failure to perform within 10 calendar days (or more, if authorized in writing by CITY) after receipt of a notice of intention to terminate from CITY specifying the failure in performance. If a termination for cause does occur, CITY will have the right to withhold monies otherwise payable to CONSULTANT until the Project is completed. If CITY incurs additional costs, expenses, or other damages due to the failure of CONSULTANT to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to CONSULTANT upon completion of the Project. If the costs, expenses, or other damages incurred by CITY exceed the amounts withheld, CONSULTANT shall be liable to CITY for the difference.

16.1.2 If, after notice of termination of this Agreement as provided for in paragraph 16.1.1 above, it is determined for any reason that CONSULTANT was not in default, or that its default was excusable, or that CITY otherwise was not entitled to the remedy against CONSULTANT provided for in paragraph 16.1.1, then the notice of termination given pursuant to paragraph 16.1.1 shall be deemed to be the notice of termination provided for in paragraph 16.1.3 below and CONSULTANT's remedies against CITY shall be the same as and limited to those afforded CONSULTANT under paragraph 16.1.3 below.

16.1.3 CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon seven (7) calendar days written notice to CONSULTANT. In the event of such termination for convenience, CONSULTANT's recovery against CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by CONSULTANT that are directly attributable to the termination, but CONSULTANT shall not be entitled to any other or further recovery against CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

16.2 CONSULTANT - INITIATED TERMINATION

CONSULTANT may terminate this Agreement for cause if CITY fails to cure a material default in performance within a period of 30 days, or such longer period as CONSULTANT may allow, after receipt from CONSULTANT of a written notice of intention to terminate specifying the default in performance. In the event of termination for cause by CONSULTANT, CITY will pay CONSULTANT in accordance with subparagraph 16.1.2.

16.3 DOCUMENTS AND MATERIALS

In the event of Agreement termination by either party for any reason, CONSULTANT shall promptly deliver to the CITY all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement. In the event of termination, any dispute regarding the amount to be paid under Article 16 shall not derogate from the right of CITY to receive and use any such documents or materials.

16.4 SUSPENSION

The CITY shall have the power to suspend all or any portions of the services to be provided by CONSULTANT hereunder upon giving CONSULTANT two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the CONSULTANT's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Section 1.3.3 herein.

ARTICLE SEVENTEEN - MISCELLANEOUS

17.1 CONSULTANT, in representing CITY, shall promote the best interest of CITY and assume towards CITY a duty of the highest trust, confidence, and fair dealing.

17.2 The headings of the Articles, Schedules, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement for engineering services the day and year first written above.

CITY:

ATTEST:
BY: _____
Patricia A. Cerny, MMC
City Clerk

CITY of Hollywood, a Municipal Corporation of the State OF FLORIDA

BY: _____
Josh Levy, Mayor

Approved as to form and
legal sufficiency for the
benefit and reliance of the
City of Hollywood, Florida only

BY: _____
Alan Fallik, Acting City Attorney

General Services Consultant:

_____
Robert B. Taylor Jr.
Vice President

Company: HAZEN AND SAWYER, DPC

By: _____
PATRICK A. DAVIS
VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10th day of October, 2017, by Patrick A. Davis, as Vice President of Hazen and Sawyer, DPC.

ANNIE A. BROWN
MY COMMISSION # FF 195728
EXPIRES: February 28, 2019
Bonded Thru Notary Public Underwriters

_____
Print Name: ANNIE A. BROWN
Notary Public - State of Florida

SEAL

Personally Known ✓ OR Produced Identification

Type of Identification Produced _____

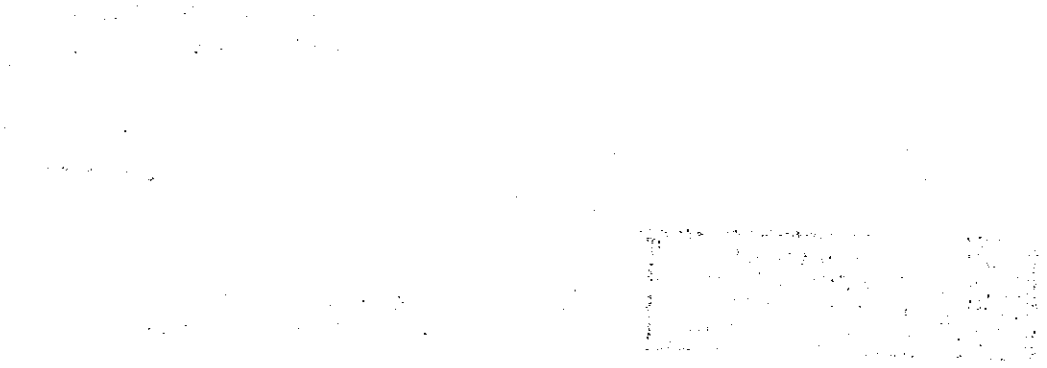


EXHIBIT A

CITY OF HOLLYWOOD GENERAL CONDITIONS

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CITY OF HOLLYWOOD, FLORIDA
GENERAL CONDITIONS
FOR CONSTRUCTION CONTRACTS

ARTICLE 1 - DEFINITIONS

In the interpretation of these Contract Documents the following terms shall have the meaning indicated:

ADDENDA - Written or graphic instruments issued prior to the opening of Bids, which clarify, correct or change the Contract Documents.

CHANGE ORDER - A written order to CONTRACTOR executed in accordance with City procurement procedures, as amended authorizing an addition, deletion or revision in the work, or an adjustment in the Contract Price or the Contract Time, issued after the date of Award.

CITY (OWNER) - The City of Hollywood, Florida.

COMMISSION - The City Commission of the City of Hollywood, Florida, being the legislative body of the CITY as set forth in the City of Hollywood Charter.

CONTRACT - The written agreement between the CITY and the CONTRACTOR covering the work to be performed in accordance with the other Contract Documents which are attached to the Contract and made a part thereof.

CONTRACTOR - The person, firm, or corporation with whom the CITY has entered into the Contract.

CONTRACT DOCUMENTS - The Notice to Bidders, Instruction to Bidders, Proposal, Information Required of Bidders, all Bonds, Agreement, and all supporting documents, these General Requirements and Covenants, the Specifications, Drawings and Permits, together with all Addenda and Change Orders issued with respect thereto.

CONTRACT PRICE - Total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Documents.

CONTRACT TIME - The number of days agreed to in the Proposal, commencing with the date of the Notice to Proceed for completion of the work.

DATE OF SUBSTANTIAL COMPLETION - The date when the work on the project, or specified part thereof, is substantially completed in accordance with the Contract Documents, such that the CITY can occupy or utilize the project or specified part thereof for the use and purpose for which it was intended as determined and accepted by the Engineer.

DAYS - Calendar days of 24 hours measured from midnight.

DRAWINGS - The drawings which show the character and scope of the work to be performed and which have been prepared by the DESIGN ENGINEER approved by ENGINEER and are referred to in and are a part of the Contract Documents.

ENGINEER - The Director of Utilities of the CITY of Hollywood, Florida, or his authorized designee.

EXCUSABLE DELAY - Delay caused by the CITY, hurricane, tornadoes, fires, floods, epidemics or labor strikes.

GENERAL CONDITIONS - That segment of the Contract Specifications incorporating the Provisions common to all CITY Construction Contracts.

INEXCUSABLE DELAY - Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR not specified in the definition of excusable delay.

INSPECTOR - The authorized field representative of the ENGINEER.

LIQUIDATED DAMAGES - The amount prescribed in the General Requirements to be paid the CITY, or to be deducted from any payments due the CONTRACTOR for each day's delay in completing the whole or any specified portion of the work beyond the Contract Time.

NOTICE OF AWARD - The written notice by the CITY to the successful Bidder stating that upon his execution of the Agreement and other requirements as listed therein within the time specified the CITY will sign and deliver the Agreement.

NOTICE TO PROCEED - A written notice by the ENGINEER to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform his obligation under the Contract Documents.

"OR EQUAL" - Equivalent or superior in construction, efficiency and effectiveness to a type, brand, model or process called out in the Contract Documents to establish a basis of quality as determined by the ENGINEER.

SHOP DRAWINGS - All certified affidavits, drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the WORK.

SPECIFICATIONS - Division 1 through 16 of these Contract Documents, consisting of administrative details and written technical descriptions of materials, equipment, standards and workmanship.

SUPPLEMENTARY CONDITIONS - Division 1 of the Contract Specifications incorporating the provisions peculiar to a specific project.

SUBCONTRACTOR - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the work

SURETY - The person, firm or corporation responsible for the Bidder's acts in the execution of the Contract, or which is bound to the CITY with and for the CONTRACTOR to insure performance of the Contract and payment of all obligations pertaining to the work.

WORK - All the work materials or products specified, indicated, shown or contemplated in the Contract Documents to construct and complete the improvement, including all alterations, modifications, amendments or extension thereto made by Change Orders.

ARTICLE 2 - ORGANIZATIONAL ABBREVIATIONS

Abbreviations of organizations which may be used in these Specifications are:

AASHTO:	American Association of State Highway and Transportation Officials
ACI:	American Concrete Institute
AIA:	American Institute of Architects
AISC:	American Institute of Steel Construction
AITC:	American Institute of Timber Construction
ANSI:	American National Standards Institute
APWA:	American Public Works Association
ASTM:	American Society for Testing and Materials
ASCE:	American Society of Civil Engineers
ASME:	American Society of Mechanical Engineers
ASHRAE:	American Society of Heating, Refrigerating and Air Conditioning Engineers
AWPA:	American Wood Preservers Association
AWWA:	American Water Works Association
AWS:	American Welding Society
BCDNRP:	Broward County Department of Natural Resource Protection
CRSI:	Concrete Reinforcing Steel Institute
DEP:	Florida Department of Environmental Protection
FDOT:	Florida Department of Transportation
FP&L:	Florida Power and Light
IEEE:	Institute of Electrical and Electronic Engineers
NACE:	National Association of Corrosion Engineers
NCPI:	National Clay Pipe Institute
NEC:	National Electrical Code
NEMA:	National Electrical Manufacturers Association
NFPA:	National Fire Protection Association
OSHA:	Occupational Safety and Health Act
PCI:	Prestressed Concrete Institute
SFBC:	South Florida Building Code, Broward Edition, Latest Revision
SFWMD:	South Florida Water Management District
SSPC:	Structural Steel Painting Council
UL:	Underwriters' Laboratories, Inc.
UNCLE:	Utility Notification Center for Location before Excavation (1-800-432-4770)
USEPA:	United States Environmental Protection Agency
USGS:	United States Geological Survey
WWEMA:	Water and Wastewater Equipment Manufacturers Association

ARTICLE 3 - MISCELLANEOUS PRELIMINARY MATTERS

3.1 Contract Document Discrepancies:

Any discrepancies, conflicts, errors or omissions found in the Contract Documents shall be promptly reported to the ENGINEER who will issue a correction, if necessary, in writing. The CONTRACTOR shall comply with any corrective measures regarding the same as prescribed by the ENGINEER.

3.2 Submissions:

Unless indicated otherwise in the Contract Documents, within seven days subsequent to the CONTRACTOR executing and submitting the required documents of Article 16 in the Instructions to Bidders, the CONTRACTOR shall submit to the ENGINEER an estimated progress schedule indicating the starting and completion days of the various stages of the work. A preliminary Schedule of Values and a preliminary schedule of Shop Drawing submissions may also be required by Section 1.5 of Division 1 - Supplementary Conditions.

3.3 Pre-construction Conference:

Division 1 - Supplementary Conditions may require a Pre-Construction Conference for review of the above schedules, establishing procedures and establishing a working understanding among the parties as to the work.

3.4 Contract Time:

The Contract Time will commence on the date of the Notice to Proceed and shall exist for the total number of days as specified in the Proposal Bid Form as modified by any subsequent Change Orders, Unless the CONTRACTOR fails to complete the requirements of the Instructions to Bidders, the additional time in days (including weekends) required to correctly complete the documents will be deducted by CITY from the Contract Time specified by the CONTRACTOR in this Proposal.

3.5 Computation of Time:

When any period of time is referred to the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a legal holiday, such day shall be omitted from the computation.

3.6 Commencement of Work:

The CONTRACTOR shall not perform work at the site prior to the date of the Notice to Proceed.

3.7 Extension of Contract Time:

Extensions of time shall be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the

CONTRACTOR can clearly demonstrate, through schedule analysis, that the delay to the work as a whole arose in accordance with Article 11, Changes in Contract Time and that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the Project schedule. Time extensions shall not be granted until all float or contingency time, at the time of the delay, available to absorb specific delays and associated impacts, is used.

3.8 Notice and Service Thereof:

All notices, demands, requests, instructions, approvals and claims shall be in writing. Notices, demands, etc. shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the business address as defined at the Pre-Construction Conference.

3.9 Separate Contract:

The CITY reserves the right to let other Contracts in connection with this Project. The CONTRACTOR shall afford other Contractors reasonable opportunity for the introduction and storage for their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

3.10 Assignments of Contract:

No assignment by the CONTRACTOR of the Contract or of any part thereof, or any monies due or to become due thereunder shall be made.

3.11 Patents:

It is mutually understood and agreed that without exception, Contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. It is the intent that whenever the Contractor is required or desired to use any design, device, material or process covered by letters, patent, or copyright, the right for such use shall be provided for by suitable legal agreements with the Patentee or Owner and a copy of this agreement shall be filed with the ENGINEER. However, whether or not such an agreement is made or filed as noted, the CONTRACTOR and the Surety in all cases shall indemnify and save harmless the CITY from any and all claims for infringement by reason of the use of any such patented design, device, material or process, to be performed under the Contract, and shall indemnify the said CITY from any costs, expenses, and damages which it may be obliged to pay, by reason of such infringement, at any time during the prosecution or after the completion of the work.

3.12 Federal Excise Tax:

The forms needed for applying for exemption certificates for materials and equipment, normally subject to the Federal Excise Tax, may be obtained from the Director of Internal Revenue, Jacksonville, Florida.

The CONTRACTOR is solely responsible for obtaining the desired exemption certificate from the Federal Government.

3.13 Savings Due to Excise Tax Exemptions:

The Bidder shall include in the Bid price the estimated cost of all goods and supplies which will be incorporated in the Work and the taxes that the Bidder would be required to pay if the Bidder were to purchase such goods and supplies. By subsequent Change Order(s), the parties shall reduce the Bid price to reflect any goods and supplies purchased directly by City and the resulting tax savings due to City's exemption from Excise Taxes.

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida and its political subdivisions.
Consistent with the tax exemption for municipalities provided by state law, CITY and CONTRACTOR shall jointly operate so that CITY may purchase directly, goods and supplies which will be incorporated into the Work. The goods and supplies that will be purchased by CITY shall be approved in advance by the parties.

With respect to all goods and supplies to be purchased by CITY, CONTRACTOR shall, on behalf of CITY, take all actions necessary and appropriate to cause all purchases to be made. Unless otherwise directed by CITY, such actions shall include taking the lead in efforts to resolve any and all disputes with the vendor. CONTRACTOR shall ensure that each vendor of goods and services purchased by CITY agrees in writing to the terms and conditions contained in CITY'S standard purchase order, which terms and conditions are set forth in Section 00800 of the Contract Documents. Even though CITY may purchase such goods and supplies, the goods and supplies shall be stored at the site in the same manner as goods and supplies purchased by CONTRACTOR.

3.14 Overtime Work:

The CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of eight hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

3.15 Inspections and Testing during Overtime:

The CONTRACTOR shall establish a normal work schedule which does not exceed eight hours per day in a normal work day nor forty hours per week in a normal work week. Normal work days shall be Monday through Friday. Whenever CONTRACTOR's work requires scheduled overtime, unless such overtime work is specifically required by the Contract Documents, CONTRACTOR shall reimburse the CITY for the extra costs incurred for providing Inspectors. Overtime shall be scheduled only after CONTRACTOR obtains written permission for the CITY. A change order shall be prepared to cover the CITY costs. Inspector costs shall be charged to the CONTRACTOR at a rate of $80.00 per hour with a minimum of four hours charged for weekends and holidays. If the CONTRACTOR has an overtime work force size of fifty or more persons a

second Inspector will be required and the costs for two Inspectors will be $160.00 per hour.

3.16 Nights, Sunday or Holiday Work:

Except upon specific permission of the ENGINEER, the CONTRACTOR shall not perform any work on Sundays or on legal State or Municipal holidays. In accordance with City of Hollywood Code of Ordinances, Section 21.49, no work between 6:00 p.m. and 8:00 a.m. will be permitted, except in case of an emergency, that violates Section 21.49 concerning noise levels. All costs of testing and inspection performed during night, Sunday or holiday work shall be borne by the CONTRACTOR. The CONTRACTOR shall notify all regulatory agencies, including but not limited to the City Police Department, Fire Department, and Code Enforcement Department.

3.17 Injury or Damage Claims:

Should CITY or CONTRACTOR suffer injury or damage to their person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage. However, nothing herein shall be deemed to affect the rights, privileges and immunities of City as are set forth in Section 768.28, Florida Statutes.

ARTICLE 4 - CONTRACT DOCUMENTS

4.1 Intent:

The Contract Documents comprise the entire Agreement between the CITY and CONTRACTOR concerning the work. The Contract Documents can be altered only by Change Order. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. It is the intent of the Contract Documents that the CONTRACTOR, for due consideration, shall furnish all equipment, material, supervision and labor, (except as may be specifically noted otherwise) required or necessary to complete the work in total accordance with said Documents. It is the intent of the Drawings and Specifications to describe the Project to be constructed in accordance with the Contract Documents. Any work that may reasonably be inferred from the Drawings or Specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for.

4.2 Order of Precedence of Contract Documents:

In resolving differences resulting from conflicts, errors or discrepancies in any of the following Contract Documents, the order of precedence shall be as follows:

1. Permits
2. Change Orders
3. Contract Agreement
4. Specification
5. Drawings

Within the Specifications the order of precedence is as follows:

1. Addenda
2. Notice to Bidders
3. Instructions to Bidders
4. Supplementary General Conditions
5. General Conditions
6. Division 1, General Requirements
7. Technical Specifications
8. Referenced Standard Specifications

With reference to the Drawings the order of precedence is as follows:

1. Figures Govern over Scaled Dimensions
2. Detail Drawings Govern over General Drawings
3. Change Order Drawings Govern over Contract Drawings
4. Contract Drawings Govern over Standard or Shop Drawings

4.3 Reference To Standards:

Any reference to standard Specifications, manuals or codes of any organization or governmental authority shall mean the latest edition, in effect as of the Bid Opening Date.

ARTICLE 5 - BONDS AND INSURANCE:

5.1 Bid Guarantee:

Bidders maybe required to submit a Bid Guarantee in an amount indicated in the NOTICE TO BIDDERS. This Guarantee may be a Certified or Cashier's Check on a solvent National or State Bank, or a Bid Bond written by a Surety licensed to do business in Florida and rated at least "A", Class X in the latest edition of "Best's Key Rating Guide" published by A.M. Best Company.

5.2 Performance and Payment Bond:

CONTRACTOR shall furnish Performance and Payment Bonds, in an amounts equal to the Contract Price as Security for the faithful performance and payment of CONTRACTOR's obligations. The Bond or Bonds shall remain in effect one year after the date of final payment. The Surety must be qualified as specified above in Paragraph 5.1. However, the City reserves the right to require additional bonds as set forth in Article 5 of the Contract.

5.3 Signatures:

All Bonds signed by an Agent must be accompanied by a Certified copy of the authority to act, with said copy having been signed (not typed nor printed) by an Officer of the Surety and carrying the seal of the Surety.

5.4 Insurance Coverage:

Within ten days from Notice of Award the CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise

out of or result from the CONTRACTOR'S operations under the Contract or Contract Documents, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workmen's Compensation, Disability Benefit and other similar employer's liability acts;

B. Claims for damages because of bodily injury, sickness or disease, or death, or death of his employees;

C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

D. Claims for damages covered by personal injury liability which are sustained (1) by any person as a result of any offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person;

E. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

5.5 Certificates of Insurance:

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City nor shall the Contractor allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the Subcontractor has been obtained and approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior to written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have Policyholders and Financial ratings no less than "A" and Class X respectively in the latest ratings of A.M. Best and be part of the Florida Insurance Guarantee Association Act.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The Contractor shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

The City of Hollywood must be named as additional insured on all coverage with the exception of Workers' Compensation.

5.6 Insurance Limits of Liability:

The insurance required by this Article shall be written for no less than the level of liability specified in "Insurance Requirements", Section 1.3 of the Supplementary General Conditions, or required by law, whichever is greater. The insurance shall include contractual liability insurance applicable to the CONTRACTOR'S obligations under this contract.

The level required in Section 1.3 of the Supplementary General Conditions will not be reduced for any reason.

ARTICLE 6 - AVAILABILITY OF LAND; REFERENCE POINTS

6.1 Rights-of-Way:

Lands or Rights-of-Way for the work to be constructed under the Contract will be provided by the CITY. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or Rights-of-Way provided. Any additional lands or Rights-of-Way required for construction operations shall be provided by the CONTRACTOR at his own expense; provided, that the CONTRACTOR shall not; and the CITY nor the ENGINEER shall not be liable for any claims or damages resulting from the CONTRACTOR'S unauthorized trespass or use of any such properties.

6.2 Permits:

When required by Article 21 of the Instruction to Bidders, the CONTRACTOR shall secure, from the agencies having jurisdiction, the necessary permits to create obstructions, to make excavations if required under the Contract, and to otherwise encroach upon Rights-of-Way, and to present evidence to the ENGINEER that such permission has been granted, before work is commenced. Regulations and requirements of all agencies concerned shall be strictly adhered to in the performance of the Contract. The enforcement of such requirements under the Contract shall not be made the basis for additional compensation.

6.3 Lines and Grades:

Unless otherwise specified in the Section 1.A of Division 1 - General Requirements, the CITY will set bench marks and alignments with offsets as required for the Project on a one- time basis. The CONTRACTOR shall furnish all grades and all other lines required for the proper execution of the work.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.1 Laws/Regulations to Be Observed:

The CONTRACTOR shall familiarize himself and comply with all Federal, State, County and CITY laws, by-laws, ordinances or regulations controlling the action or

operation of those engaged or employed in the work or affecting material used, and govern himself in accordance with them. He shall indemnify and save harmless the CITY and all of its officers, agents and employees against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by himself or his employees or Subcontractors.

7.2 Indemnification of City:

a) CONTRACTOR shall, at all times hereafter, indemnify, hold harmless and defend CITY, its agents, servants and employees from and against any claim, demand or cause of action of any kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, servants or employees in the performance of services under this Agreement.

b) CONTRACTOR further agrees, at all times hereafter, to indemnify, hold harmless and defend CITY, its agents, servants and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of CONTRACTOR resulting from the performance of services under the Contract Documents.

c) The provisions of (a) and (b) above shall survive the expiration or earlier termination of the Contract Documents.

d) Nothing in this Agreement shall be deemed to affect the rights, privileges, or immunities of CITY as set forth in Section 768.28 of the Florida Statutes.
e)

7.3 Guarantee of Payments:

The CONTRACTOR guarantees the payments of all just claims for materials, supplies, tools, labor and other just claims against him, or any Subcontractor in connection with this Contract, and his bond will not be released by final acceptance and payment by the CITY unless all such claims are paid or released.

7.4 Permits and Licenses:

The CONTRACTOR shall obtain all permits and licenses required by the Contract Documents. A copy of the permit(s) and such conditions and requirements thereon are a part of the Contract Documents. Failure to obtain such permits or licenses shall subject the CONTRACTOR to the provisions of the South Florida Building Code, Broward Edition.

7.5 Emergencies:

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby.

7.6 Substitutes or "Or Equal":

A. Substitutes or "Or-Equal" Materials or Equipment:

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by the ENGINEER if sufficient information submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The ENGINEER will be allowed 30 days within which to evaluate each proposed substitute. The ENGINEER will be the sole judge of acceptability, and NO SUBSTITUTE WILL BE ORDERED, INSTALLED OR UTILIZED WITHOUT THE ENGINEER'S PRIOR WRITTEN ACCEPTANCE which will be evidenced by either a Change Order or an approved set of Shop Drawings. Requests for review of substitute items of material and equipment will not be accepted by the ENGINEER from anyone other than the CONTRACTOR. The procedure for review by the ENGINEER is as follows:

If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. In addition, the application shall

1. State that the evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR'S achievement of completion on time.

2. State whether or not acceptance of the substitute for use in the WORK will require a change in any of the Contract Documents to adapt design to the proposed substitute. The CONTRACTOR shall be responsible for any extra design adaptation costs associated with a proposed substitute.

3. State whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty.

4. Provide complete substitute identification and description, including manufacturer's and local distributor's name and address, performance and test data, and reference standards.

5. Provide samples, as required by ENGINEER.

6. Provide name and address of similar projects on which the proposed substitute has been used, and date of installation.

7. Identify all variations of the proposed substitute from that specified.

8. Indicate available maintenance, repair and replacement service.

9. Submit an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change. The CONTRACTOR shall be responsible for the costs of redesign and claims of other Contractors.

10. Provide any additional data about the proposed substitute as the ENGINEER may require of the CONTRACTOR.

B. Substitute means, method, technique, sequence or procedure of construction:

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the ENGINEER, if the CONTRACTOR submits sufficient information to allow the ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the ENGINEER will be similar to that provided in Paragraph 7.6 A.

C. The CITY may require the CONTRACTOR to furnish at the CONTRACTOR'S expense, a special performance guarantee or other surety with respect to any substitute.

D. The ENGINEER will record time required by the ENGINEER and/or the ENGINEER'S consultants in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute, THE CONTRACTOR SHALL REIMBURSE THE CITY FOR THE CHARGES OF THE ENGINEER AND THE ENGINEER'S CONSULTANTS FOR EVALUATING EACH PROPOSED SUBSTITUTE.

E. Any and all costs which result from changes to/adaptations of the work shall be paid by the CONTRACTOR including but limited to design, materials, installation, etc.

7.7 Shop Drawings:

Shop Drawing submittals shall be as follows:

A. The CONTRACTOR shall submit a sufficient number of copies of each Shop Drawing to enable the ENGINEER to retain three copies unless additional copies are specified in the Contract Documents. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

B. The CONTRACTOR shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, fabricated structures, manufactured articles and structural components Manufacturer's Certified Affidavit that the item supplied complies with the design Specifications, and all other submittal requirements as listed in Section 1.5 of Division 1 - Supplementary Conditions.

C. When required by Section 1.5 of Division 1- Supplementary Conditions, Shop Drawings for structural components, electrical or mechanical systems shall be Certified by a Registered Engineer of the discipline involved.

D. The CONTRACTOR shall thoroughly review and check the Shop Drawings, and each and every copy shall show his approval thereon. If the Shop Drawings show or indicate departures from the Contract requirements, the CONTRACTOR shall make specific mention thereof in his letter of transmittal. Failure to point out such departures shall not relieve the CONTRACTOR from his responsibility to comply with the Drawings and Specifications.

E. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent. It is the CONTRACTOR'S responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them himself and then make one submittal to the ENGINEER along with his comments as to compliance, non-compliance, or features requiring special attention.

F. If catalog sheets or prints of manufacturer's standard drawings are submitted as Shop Drawings, any additional information or changes on such Drawings shall be typewritten or lettered in ink.

G. The CONTRACTOR shall keep one set of Shop Drawings marked with the ENGINEER'S approval at the job site at all times.

H. Where a Shop Drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the ENGINEER.

I. Approval of the Shop Drawings shall constitute approval of the subject matter thereof only, and not of any structure, material, equipment or apparatus shown or indicated. The approval of the Shop Drawings will be general and shall not relieve the CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the contract and not indicated on the Drawings. Approval shall not relieve the CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.

7.8 Personnel:

A. Supervision and Superintendence:

1. The CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the CONTRACTOR shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. The CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents.

2. The CONTRACTOR shall keep on the work at all times during its progress a competent resident Superintendent fluent in both oral and written communication in the English language, who shall not be replaced without written notice to the ENGINEER except under extraordinary circumstances. The Superintendent will be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to the CONTRACTOR.

B. Workforce:

1. None but skilled workers shall be employed on work requiring special qualifications. When required in writing by the ENGINEER, the CONTRACTOR or any Subcontractor shall discharge any person who is, in the opinion of the ENGINEER, incompetent, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the work except with the consent of the ENGINEER. Such discharge shall not be the basis of any claim for damages against the CITY or any CITY agents.

2. With respect to all skilled, semi-skilled and unskilled workers employed on the Project under this Contract, preference in employment shall be given to persons residing in Hollywood when such persons are available and qualified to perform the work to which the employment relates. No person shall be employed in violation of the State or National Labor Laws. No person under the age of 16 years shall be employed on a Project under the Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the Project under this Contract; provided that this shall not operate against the employment of physically handicapped persons, otherwise employable where such persons may be safely assigned to work which they can ably perform. No person currently serving sentences in a penal or correctional institution and no inmate of an institution for mentally defective shall be employed on a Project under this Contract without specific approval of the ENGINEER.

3. No discrimination shall be made in the employment of persons on the work by the CONTRACTOR or by any Subcontractor under him, because of the race, color, sex, age or religion of such persons, and there shall be full compliance with the provisions of applicable State and Federal laws in this regard.

7.9 Safety and Protection:

A. Federal Safety and Health Regulations:

The CONTRACTOR and Subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970".

B. Responsibilities:

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work and other persons who may be affected thereby.

2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocating or replacement in the course of construction.

C. Designated Safety Officer:

The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the ENGINEER.

D. Protection of the Work:

Until acceptance of the work by the CITY, it shall be under the charge and in care of the CONTRACTOR and he shall take every necessary precaution against injury or damage to the work by action of the elements or from the execution or from the non-execution of the work. The CONTRACTOR shall rebuild, restore and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

7.10 Traffic Control, Public Safety and Convenience:

A. The CONTRACTOR shall at all times conduct his work so as to assure the least possible obstruction to traffic and inconvenience to the general public, and provide adequate protection of persons and property in the vicinity of the work.

B. WHEN THE NORMAL FLOW OF TRAFFIC WILL BE IMPAIRED OR DISRUPTED IN ANY MANNER ON ANY STREET, THE CONTRACTOR SHALL NOTIFY THE POLICE TRAFFIC SERGEANT AT 921-3610 AT LEAST 48 HOURS IN ADVANCE.

C. Streets shall not be closed, except when and where directed by the ENGINEER, and whenever a street is not closed the work must be conducted with the provision for safe passageway for traffic at all times. The CONTRACTOR shall make all necessary arrangements concerning maintenance of traffic and selection of detours required.

D. When permission has been granted to close an existing roadway, or portion thereof, the CONTRACTOR shall furnish and erect signs, barricades, lights, flags and other protective devices as necessary subject to the approval of the ENGINEER. From sunset to sunrise, the CONTRACTOR shall furnish and maintain as many yellow lights as the ENGINEER may direct.

E. During working hours the CONTRACTOR shall furnish watchmen in sufficient numbers to protect and divert the vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Failure to comply with this requirement will result in the ENGINEER shutting down the work until the CONTRACTOR shall have provided the necessary protection.

F. No separate payment will be made for such signs, barricades, lights, flags, watchmen or other protective devices as required, with all costs thereof deemed to be included in the prices bid for the various items scheduled in the bid.

G. Sidewalks, gutters, drains, fire hydrants and private drives shall, insofar as practicable, be kept in condition for their intended uses. While the work is actually going on at any location, as much as half the street width at that location may be barricaded to exclude traffic entirely, but street traffic shall not be obstructed needlessly. Fire hydrants on or adjacent to the work shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within ten feet of any such hydrant.

H. Construction material stored upon the public street shall be placed so as to cause as little obstruction to the general public as is reasonably possible.

7.11 Use of Explosives:

When the use of explosives is necessary for the prosecution of the work, the CONTRACTOR shall observe the utmost care so as not to endanger life or property, and whenever directed, the number and size of charges shall be limited. All explosives shall be stored in a secure manner and all such storage places shall be marked clearly "DANGEROUS EXPLOSIVES" and shall be in care of a competent watchman at all times. The CONTRACTOR must familiarize himself with all laws and ordinances pertaining thereto, and govern himself and his employees accordingly.

7.12 Loading of Structures:

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

7.13 Concerning Subcontractors:

A. The CONTRACTOR, with his own forces, shall perform no less than 25% of the work as determined by the Contract price. Each Subcontractor shall be properly licensed for the type of work he is to perform.

B. A copy of each Sub-Contract shall be filed promptly with the ENGINEER upon request. Each Sub-Contract shall contain a reference to the Contract between the CITY and the CONTRACTOR, and the terms and conditions of the Contract shall be made a part of each Sub-Contract. Each Sub-Contract shall provide for annulment of same by the CONTRACTOR upon written order of the ENGINEER if the Subcontractor fails to comply with the requirements of this Contract.

C. The CONTRACTOR shall be responsible to the CITY and ENGINEER for the acts and omissions of his Sub- Contractors and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the CITY or ENGINEER nor relieve the CONTRACTOR of any liability or obligation under this Contract.

7.14 Materials and Equipment:

A. Material for the Work:

1. The CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

2. Unless otherwise specified, shown or permitted by the ENGINEER, all material and equipment incorporated in the work shall be new and of current manufacture. The ENGINEER may request the CONTRACTOR to furnish manufacturer's certificates to this effect.

3. The ENGINEER may require any or all materials to be subjected to test by means of samples or otherwise, at production points or after delivery. The CONTRACTOR shall afford such facilities as the ENGINEER may require for collecting and forwarding samples, which samples shall be furnished by the CONTRACTOR without charge. The CONTRACTOR shall furnish evidence satisfactory to the ENGINEER that the materials and finished articles have passed the required test prior to the incorporation of such materials and finished articles in the work. Unless otherwise provided, the cost of such inspection and testing shall be as provided in Article 12.2.

4. All packaged manufactured products for use on the work shall be delivered to the work in their original, unopened packages, bearing thereon the manufacturer's name and the brand name of the product.

5. Wherever any product or material is selected to be used on the work, all such products or material shall be of the same brand and manufacture throughout the work.

6. All equipment, tools and machinery used for handling material or executing any part of the work shall be maintained in a satisfactory working condition. All equipment utilized on any portion of the work shall be such that no injury to personnel, the work, adjacent property or other objects will result from its use.

7. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

B. Storage of Materials:

1. All materials and equipment including that ordered by the CITY designed for permanent installation in the work shall be properly stored by the CONTRACTOR to insure protection against deterioration of any type. These materials shall be placed as to cause a minimum of inconvenience to other contractors on the work and to the public. The storage piles shall be arranged to facilitate inspections, and any deterioration shall be grounds for rejection.

2. Materials stored in public Rights-of-Way, shall be stored in such a manner so as to be compatible with the Traffic Control requirements set forth in Paragraph 7.10. Materials shall be stored so as not to deny access to public or private property. Stored materials shall be adequately marked with barricades and/or flashing warning lights, where necessary, so as to protect the materials from damage and to protect the public health, safety and welfare.

3. Lawns, grass plots or other private property shall not be used for storage purposes without written permission of the Owner or Lessee of that private property. Should the CONTRACTOR desire to store equipment or materials of any kind on the property of the

CITY, he must obtain permission from the ENGINEER. The CITY reserves the right to order materials to be removed or relocated in such approved storage areas, if necessary.

4. The protection of stored materials shall be the CONTRACTOR'S responsibility and the CITY OF HOLLYWOOD shall not be liable for any loss of materials, by theft or otherwise, nor for any damage to the stored materials.

C. Salvage of Materials and Equipment:

The CITY reserves the right to retain title to all soil, sand, stone, gravel, equipment, machinery or any other material that was a part of the structure, site or Right- of-Way and which was developed from excavations or other operations connected with the work. The CONTRACTOR will be permitted to use in the work, without charge, any such material which meets the requirements of the Contract Documents. For that material which the CITY desires to retain the CONTRACTOR shall, at his expense, transfer to a site within the CITY as designated by the ENGINEER. That material which the CITY does not wish to retain shall be the property of the CONTRACTOR and removed from the site at CONTRACTOR'S expense.

7.15 Temporary Utilities:

The CONTRACTOR shall provide and maintain at his own expense, all water, power, telephone and sanitary facilities as required to comply with State and/or local Codes and Regulations. If water, including that for testing is required, it is the CONTRACTOR'S responsibility to arrange through the CITY Water Department for a water meter. A deposit to be paid by the CONTRACTOR is required for meter rental and all water shall be purchased at the prevailing rate.

7.16 Review of Records:

The CONTRACTOR shall allow and permit the ENGINEER or his duly authorized representative to inspect and review all payrolls, records of personnel, conditions of employment, invoice of materials, books of accounts and other relevant data and records pertinent to the CONTRACT and Sub-Contracts.

7.17 Use of Premises:

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or required by the Contract Documents, and shall not interfere with the premises or operation of the City Utilities facilities with construction equipment or other materials or equipment. Construction which interferes with Plant Operations shall be fully coordinated and approved by the ENGINEER.

7.18 Contractor's Daily Reports:

Except where otherwise provided, the CONTRACTOR shall complete a daily report indicating manpower, major equipment, Subcontractors, etc., involved in the performance of the work. The daily report shall be completed on forms approved by the ENGINEER, and shall be submitted to the ENGINEER at the conclusion of each work day.

7.19 Record Documents:

The CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER for examination and shall be delivered to ENGINEER upon completion of the work.

7.20 Cleanliness of the Site:

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

7.21 Dust Control:

It shall be the CONTRACTOR'S responsibility to control dust by watering as directed by the ENGINEER. The water used shall be paid for by the CONTRACTOR. Should the CONTRACTOR fail to control dust to the satisfaction of the ENGINEER, the CITY will control the dust by whatever means the CITY desires and the CONTRACTOR shall pay all expenses incurred by the CITY associated with the control of the dust.

7.22 Continuing the Work:

The CONTRACTOR shall carry on the work and maintain the Progress Schedule during all disputes or disagreements with the CITY. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the CITY may otherwise agree in writing.

7.23 Indemnification:

In consideration of the amount listed in the Schedule of Prices Bid and other valuable consideration, the Contractor shall defend, indemnify and save harmless the CITY, its officers, agents and employees from or on account of any personal injury, loss of life or damage to property received or sustained by any person or persons during or on account of any operations connected with the construction of this Project; or by or in consequence of any negligence (excluding negligence of the CITY), in connection with the same; or by use of any improper materials or by or on account of any use of any improper materials or by or on account of any act or omission of the said Contractor or his subcontractor, agents, servants or employees. Contractor agrees to indemnify and save harmless the CITY against any liability arising from or based upon the violation of any federal, state, county or city laws, by-laws, ordinances or regulations by the Contractor, his subcontractor, agents, servants or employees. Contractor further agrees to indemnify and save harmless the CITY from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the CITY on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits

and actions that may be brought against the CITY for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the Contractor to defend at his own expense or to provide for such defense, at the CITY's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the Owner which may result from the operations and activities under this Contract whether the construction operations be performed by the Contractor, his subcontractor or by anyone directly or indirectly employed by either.

Nothing in this indemnification shall be deemed to affect the rights, privileges or immunities of the CITY as set forth in Section 768.28, Florida Statutes.

The CITY and Engineer will pay to the Contractor the specific consideration, in the amount stated in the Schedule of Prices Bid, at the preconstruction meeting. The Contractor shall acknowledge the receipt of payment and other good and valuable consideration from the Owner and the Engineer which has been paid to him as specific consideration for the indemnification provided herein and in accordance with the provisions of Chapter F.S.A., Section 725.06.

ARTICLE 8 - CITY'S RESPONSIBILITIES

8.1 Communications:

The CITY shall issue all communications to the CONTRACTOR through the ENGINEER.

8.2 Furnish Contract Documents:

The CITY shall furnish the number of Contract Documents as specified in the Supplementary General Conditions to the CONTRACTOR at no cost. Referenced Standard Specifications Manuals, guidebooks, etc., will not be provided.

8.3 Furnish Right-of-Way:

The CITY shall furnish the necessary land or Right-of-Way on which the work is to be accomplished, and will provide lines and grades as specified in Article 6.

8.4 Timely Delivery of Materials:

The CITY shall be responsible for the delivery of any CITY furnished material, equipment or labor as specified in the Contract Documents.

ARTICLE 9 - ENGINEER'S STATUS

9.1 Authority of the Engineer:

A. The general supervision of the execution of this Contract is vested in the ENGINEER who is the CITY'S sole representative during the construction period. The instructions of the ENGINEER are to be strictly and promptly followed in every case. The CONTRACTOR'S representative (Article 7.8 A. 1.) shall be responsible for the execution of any instructions given by the ENGINEER during the absence of the CONTRACTOR.

B. The ENGINEER is the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work. Claims, disputes and other matters relating to the acceptability of work or requirements of the Contract Documents shall be referred in writing to the ENGINEER within 15 days of the event, with a request for a formal decision, which the ENGINEER will render in writing within a reasonable time. This rendering of a decision by the ENGINEER will be a condition precedent to any exercise by the CITY or CONTRACTOR of rights or remedies as either may otherwise have under the Contract Documents or at law in respect to any such claim, dispute or other matter.

C. The ENGINEER will issue with reasonable promptness any written clarifications or interpretations of the Contract Documents as he shall deem necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If, as a result of a clarification or interpretation, either the CONTRACTOR or ENGINEER believes a Change Order is justified, it shall be submitted.

D. The ENGINEER has approval authority over the acceptability of all material or equipment furnished, Shop Drawings, Change Orders, work performed and the rate of progress of the work. Verification of the quantities of work performed for pay purposes is the responsibility of the ENGINEER.

E. The ENGINEER also has the authority to disapprove or reject work which is defective, and may require special inspection or testing of the work, whether or not it is fabricated, installed or completed.

F. The ENGINEER has the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary, due to the unsuitable prosecution of the work, or for such time as is necessary due to failure on the part of the CONTRACTOR to carry out orders given or perform any or all provisions of the Contract. The CONTRACTOR shall not suspend the work and shall not remove any equipment, tools, lumber or other materials without the written permission of the ENGINEER.

G.

9.2 Access to the Work:

The ENGINEER is to have free access to the materials and work at all times for laying out, measuring or inspecting same, and the CONTRACTOR is to afford him all necessary facilities and assistance for so doing.

9.3 Limitations on The Engineer's Responsibilities:

A. Neither the ENGINEER'S authority to act under this Article or elsewhere in the Contract Documents nor any decision made by the ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the work.

B. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirement, direction, review or judgment of the

ENGINEER as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that the ENGINEER has authority to supervise or direct performance of the work.

C. The ENGINEER will not be responsible for the CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, nor the safety precautions and programs incident thereto, and the ENGINEER will not be responsible for the CONTRACTOR'S failure to perform the work in accordance with the Contract Documents.

D. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or subcontractor, or of any other persons at the site or otherwise performing any of the work.

E.

9.4 Inspectors:

A. Inspectors employed by the CITY assist the ENGINEER in ascertaining the work conforms to the Contract Documents and are authorized to inspect all work done and material furnished as representatives of the ENGINEER. Inspectors shall be stationed at the site of the work to report to the ENGINEER as to the progress of the work and the quality of workmanship and material.

B. In case of any dispute arising between the CONTRACTOR and the Inspector, the Inspector shall have the authority to reject material or to suspend the work until the question of issue can be referred to and decided upon by the ENGINEER.

C. If the CONTRACTOR refuses to suspend operation on verbal order, the Inspector shall issue a written order giving the reason for shutting down the work. After placing the order in the hands of the man in charge, the Inspector shall immediately leave the job. work done during the absence of the Inspector, after such written notice, will not be accepted nor paid for.

D. Inspectors are not authorized to revoke, alter, enlarge, relax or release any requirements of these Contract Documents, nor to issue instructions contrary to them. Inspectors shall in no case act as foreman or perform other duties for the CONTRACTOR, nor interfere with management of the work by the latter. Any instructions which Inspectors may give the CONTRACTOR shall in no way be construed as releasing the CONTRACTOR from fulfillment of the terms of the Contract.

E. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor, by the CONTRACTOR to any Inspector, directly or indirectly, is strictly prohibited and any such act on the part of the CONTRACTOR will constitute a violation of this Contract and may subject the CONTRACTOR to other penalties provided for by law or ordinance.

F.

9.5 Inspections:

A. The ENGINEER will make, or have made, such inspections and tests as he deems necessary to assure that the work is being accomplished in accordance with the

requirements of the Contract. In the event such Inspections or tests reveal non-compliance with the requirements of the Contract, the CONTRACTOR shall bear the cost of such corrective measures as well as the cost of subsequent reinspection and retesting.

B. Work done in the absence of a prescribed inspection may be required to be removed and replaced under proper inspection. The entire cost of removal and replacement, including the cost of all material which may be furnished by the CITY and used in the work thus removed, shall be borne by the CONTRACTOR, regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the ENGINEER, shall, upon order of the ENGINEER, be uncovered to the extent required, and the CONTRACTOR shall similarly bear the entire cost of performing all the work and furnishing all the material necessary for the removal of the covering and its subsequent replacement.

C. Unless otherwise provided, the cost of inspection and all inspection fees imposed by public agencies other than the fees associated with the issuance of the Master Building Permit by the City of Hollywood shall be paid by the CONTRACTOR.

D. No inspection nor any failure to inspect at any time or place shall relieve the CONTRACTOR from any obligation to perform all of the work in strict conformance with the requirements of the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK/CONTRACT PRICE

10.1 Contract Price:

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price or Time except as provided in Article 7.5.

10.2 Change Order:

A. The Contract Price and/or Time may only be changed by a Change Order. A FULLY EXECUTED CHANGE ORDER FOR ANY EXTRA WORK MUST EXIST BEFORE SUCH EXTRA WORK IS BEGUN. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 30 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 10.2. The CITY shall execute appropriate Change Orders prepared by the ENGINEER or CONTRACTOR covering changes in the work which are required by the CITY, or required because of unforeseen physical conditions or emergencies, or because of uncovering work found to be defective, or where the quantity of the work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such work indicated in the Contract

Documents, or because of any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by the ENGINEER.

B. All extra Work Ordered and performed in accordance with the foregoing, for which there is no price included in the Proposal, will be paid for at the price (mutually agreed upon by the CONTRACTOR and the ENGINEER to be equitable compensation for the work contemplated) stipulated in the ENGINEER'S written order for such work. If, prior to execution of a change order, the CONTRACTOR and the ENGINEER fail to agree upon an equitable price for any necessary extra work, it shall be performed by using such tools, labor, equipment and materials, and will be compensated for in the following manner and subject to the approvals by CITY as set forth in CITY's Code of Ordinances regarding procurements or as otherwise authorized by the CITY.

1. For all labor, including a foreman in direct charge of the specified operations, the CONTRACTOR shall receive a sum equal to the current local rate of wages for every hour that the labor is actually engaged in such work, to which shall be added an amount equal to 15% of such sum and a total thereof shall be full compensation to the CONTRACTOR for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the CONTRACTOR shall be paid the actual cost of Social Security Taxes, Surety Bond, Unemployment Insurance, Workmen's Compensation Insurance and CONTRACTOR'S Public Liability and Property Insurance involved in such extra work, based on actual wages paid to such labor.

2. For all materials used, the CONTRACTOR shall receive the actual cost of such materials, including freight charges as shown by original receipted bills, to which cost shall be added, an amount equal to 10% thereof.

3. For any special machinery or special equipment, including fuel and lubricants therefor, required for the economical performance of extra work, the ENGINEER shall allow the CONTRACTOR a reasonable rental price, to be agreed upon in writing before such work is begun, for every hour that such special machinery or equipment is used on the work. Rental time will not be allowed while equipment is inoperative due to breakdowns and shall be restricted to the actual time that the equipment is in productive operation on the extra work being performed.

4.

10.3 Notice of Change:

If notice of any change affecting the general scope of the work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR'S responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the CITY. Failure of the CONTRACTOR to obtain such approval from the Surety may be a basis for termination of this Contract by the CITY.

10.4 Records:

The CONTRACTOR'S representative and the ENGINEER shall compare records of extra work done at the end of the day. Such records shall be made in duplicate upon a form provided for such purpose by the ENGINEER and shall be signed by both the Inspector and the CONTRACTOR'S representative, one copy being submitted to the ENGINEER and the other being retained by the CONTRACTOR.

10.5 Canceled Items and Payments Therefor:

The CITY COMMISSION shall have the right to cancel those portions of the Contract relating to the construction of any item provided therein. Such cancellation shall entitle the CONTRACTOR to payment in a fair and equitable amount covering all items of cost incurred by him prior to the date of cancellation or suspension of the work. The CONTRACTOR shall be allowed a profit percentage on the materials used and on construction work actually performed, at the same rates as provided for "Extra Work", but no allowance will be made for anticipated profits. Acceptable materials ordered by the CONTRACTOR or delivered on the work, prior to date of such cancellation or suspension, may be purchased from the CONTRACTOR by the CITY at actual cost and shall thereupon, become property of the CITY, or may be returned to the manufacturer for a reasonable restocking charge.

10.6 Full Payment:

The Compensation herein provided shall be received and accepted by the CONTRACTOR as payment in full for all extra work done or costs incurred in event of cancellation.

ARTICLE 11 - CHANGES IN THE CONTRACT TIME

11.1 Change Order:

The Contract Time may only be changed by a Change Order. A FULLY EXECUTED CHANGE ORDER MUST EXIST PRIOR TO EXTENSION OR SHORTENING OF THE CONTRACT TIME.

11.2 Notice:

Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 30 days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. CONTRACTOR hereby agrees to waive rights to recover any lost time or incurred costs from delays unless CONTRACTOR has given the notice and the supporting data required by this Paragraph 11.2.

11.3 Basis for Extension:

Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the CONTRACTOR can clearly demonstrate, through schedule analysis, that the delay to the work as a whole arose in accordance with Article 12.3 or Article 15.1, and that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of the delay, available to absorb specific delays and associated impacts is used.

11.4 Change of Time Due to Contract Execution Problems:

Refer to Article 3.4 for a decrease in Contract Time when the CONTRACTOR fails to return the correctly executed Contract Documents within the time allowed.

11.5 Change of Time Due to Change Order Evaluation:

When evaluating a proposed Change Order, the ENGINEER shall have access to any available float or contingency time. Extension will only be considered in accordance with Article 11.3.

11.6 Change of Time and Inspection and Testing:

Neither observations by the ENGINEER, nor inspections, tests or approvals by others, passing or failing, will be cause for consideration of time extension.

11.7 Change of Time and Defective Work:

A. If WORK is found to be defective, CONTRACTOR shall bear all remedial expenses including any additional costs experienced by CITY due to delays to others performing additional WORK. CONTRACTOR shall further bear the responsibility for maintaining schedule, and will be excluded from a time extension and the recovery of delay damages due to the uncovering.

B. If the WORK is found to be defective per the Specifications, but the CITY chooses to accept it at its sole discretion, CONTRACTOR shall bear the responsibility for maintaining schedule, and will be excluded from a time extension and the recovery of delay damages due to the uncovering.

11.8 Liquidated Damages:

All time limits stated in the Contract Documents are of the essence. The provisions of this Article 11 shall not exclude recovery for damages by CITY as indicated in Section 1.9 of the Supplementary General Conditions.

ARTICLE 12 - WARRANTY AND GUARANTEE;TEST AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee:

The CONTRACTOR warrants and guarantees to the CITY and the ENGINEER that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

12.2 Tests and Inspections:

A. The CONTRACTOR shall give the ENGINEER and, when appropriate, the Building Department and other regulatory authorities which have jurisdiction over the work, timely notice of readiness of the work for all required inspections, tests or approvals.

B. All inspections performed as a result of the issuance of the Master Building Permit shall be performed by the CITY. All costs associated with such inspections shall be paid by the CITY, EXCEPT THAT should said test or inspection fail to pass the CONTRACTOR shall pay all costs associated with the rework and the retesting.

C. When any other regulatory authority, by virtue of its rules or regulations, requires specific tests or inspections, the CONTRACTOR shall assume full responsibility for and pay all costs in connection with said tests and inspections.

D. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the ENGINEER'S acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the work, or of materials or equipment submitted for approval prior to ENGINEER's acceptance thereof for incorporation in the work and as otherwise specified in the Contract Documents.

E. Neither observations by the ENGINEER nor inspections, tests or approvals by others shall relieve the CONTRACTOR from his obligations to perform the work in accordance with the Contract Documents.

12.3 Uncovering Work:

A. If any work that is to be inspected, tested or approved is covered without written concurrence of the ENGINEER, it must, if requested, by the ENGINEER, be uncovered. Such uncovering and replacement shall be at the CONTRACTOR'S expense.

B. CONTRACTOR must contact all regulatory agencies issuing construction permits to make all necessary inspections. If CONTRACTOR fails to have the necessary inspections performed and such failure results in uncovering of work already performed, CONTRACTOR shall be responsible for all related time delays and monetary costs.

C. If the ENGINEER considers it necessary or advisable that work previously covered with his permission or cognizance be observed, inspected or tested, the CONTRACTOR, at the ENGINEER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, the CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such work is not found to

be defective the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor in accordance with Article 10.2 and Article 11.2.

12.4 City May Stop the Work:

If the work is defective, or the CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, the CITY may order the CONTRACTOR to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the work shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of the CONTRACTOR or any other party.

12.5 Correction or Removal of Defective Work:

If required by the ENGINEER, the CONTRACTOR shall promptly, without cost to the CITY and as specified by the ENGINEER either correct any defective work, whether or not fabricated, installed or completed, or if the work has been rejected by the ENGINEER, remove it from the site and replace it with nondefective work.

12.6 One Year Correction Period:

If within one year after the date of Substantial Completion or Final Completion as applicable, or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, the CONTRACTOR shall promptly without cost to the CITY and in accordance with the ENGINEER'S written instructions, either correct such defective work, or if it has been rejected by the ENGINEER remove it from the site and replace it with nondefective work. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the ENGINEER may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the CONTRACTOR.

12.7 Acceptance of Defective Work:

If instead of requiring correction or removal and replacement of defective work, the ENGINEER prefers to accept it, he may do so. In such case, if acceptance occurs prior to the ENGINEER'S recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the CONTRACTOR to the CITY.

12.8 City May Correct Defective Work:

If the CONTRACTOR fails within a reasonable time after written notice of the ENGINEER to proceed to correct and to correct defective work or to remove and replace rejected work as required by the ENGINEER in accordance with Paragraph 12.5, or if the CONTRACTOR fails to perform the work in accordance with the Contract Documents, (including any requirements of the progress schedule), the CITY may, after seven days'

written notice to the CONTRACTOR, correct and remedy any such deficiency. In exercising its rights under this Paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the CITY may exclude the CONTRACTOR from all or part of the site, take possession of all or part of the work, and suspend the CONTRACTOR'S services related thereto, take possession of the CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere. The CONTRACTOR shall allow the CITY, the CITY'S representatives, agents and employees such access to the site as may be necessary to enable the CITY to exercise his rights under this Paragraph. All direct and indirect costs of the CITY in exercising such rights shall be charged against the CONTRACTOR in an amount verified by the ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitations, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the CONTRACTOR'S defective work. The CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by the CITY of the CITY'S rights hereunder.

ARTICLE 13 - PAYMENTS TO THE CONTRACTOR

13.1 Basis of Payment:

Progress payments shall be based on the aggregate of the unit price amounts listed in the Proposal or in the Schedule of Values which have been incorporated in the work acceptable to the ENGINEER.

13.2 Unit Price Inclusion:

The unit prices stated in the Proposal include all costs and expenses for materials, labor, tools, equipment, transportation, commissions, patent fees and royalties, removing crossings or other obstructions, protection or maintaining pipes, drains, railroad tracks, buildings, bridges, or other structures furnishing temporary crossings or bridges, furnishing all supplemental construction stakes, batter boards, templets, common and ordinary labor for handling materials during inspection replacing any property damage, together with any and all costs or expenses for performing and completing the work as specified.

13.3 Schedule of Values: (Lump Sum Price Breakdown)

If a Schedule of Values is required by Section 1.12 of Division 1 - Supplementary Conditions, it shall be submitted within seven days subsequent to the CONTRACTOR executing and submitting the Documents required of Article 16 of the Instructions to Bidders. The schedules shall be satisfactory in form and substance to the ENGINEER, and shall include quantity and unit prices aggregating the Contract Price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for

progress payments during construction. Upon acceptance of the schedule of values by the ENGINEER, it shall be incorporated into a form of Application for Payment acceptable to the ENGINEER.

13.4 Changed Conditions: (Unit Price Only)

It is mutually agreed that due to latent field conditions which can not be foreseen at the time of advertising for bids, adjustments of the Plans to field conditions will be necessary during construction; and, therefore, such changes in the plans shall be recognized as constituting a normal and accepted margin of adjustment not unusual and not involving or permitting any change or modification of unit prices, in which case payment will be made for the revised quantities at the unit price bid in the Proposal.

13.5 Application for Progress Payment:

On the 20th day of the month or the first working day thereafter, the CONTRACTOR shall submit to the ENGINEER for review an Application for Payment form filled out and signed by the CONTRACTOR. The form shall be notarized, and shall cover the work completed as of the date of the application. The Application for Payment shall be accompanied by a Schedule of Values, and any other supporting documentation as the ENGINEER may reasonably require.

13.6 Payment for Materials:

If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to the ENGINEER, as will establish the CITY'S title to the material and equipment and protect the CITY'S interest therein, including applicable insurance.

13.7 Affidavit Required:

All Applications for Payment shall include an Affidavit of the CONTRACTOR stating that all previous progress payments received on account of the work have been applied to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be 10%.

13.8 Contractor's Warranty of Title:

The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment whether incorporated in the Project or not, will pass to the CITY at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereinafter in these General Conditions referred to as "Liens").

13.9 Review of Application for Payment:

The ENGINEER will, within seven (7) days, review the Application for Payment and either approve and submit it for payment or notify the CONTRACTOR of the deficiencies such that the CONTRACTOR may make the necessary corrections and resubmit in time for the month's payment. However, the ENGINEER may refuse to recommend the whole

or any part of any payment if, in his opinion, it would be incorrect to make such representations. He may also refuse to recommend any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in the ENGINEER'S opinion to protect the CITY from loss because:

A. The work is defective, or completed work has been damaged requiring correction or replacement.

B. Written claims have been made against the CITY or Liens have been filed in connection with the work.

C. The Contract Price has been reduced because of Change Order.

D. The CITY has been required to correct defective work or complete the work in accordance with Article 12.8.

E. The CONTRACTOR'S unsatisfactory prosecution of the work in accordance with the Contract Documents.

F. The CONTRACTOR'S failure to make payment to Sub- Contractors, or for labor, materials or equipment.

13.10 Payment to the Contractor:

Payments are made only on the fifteenth day or first workday thereafter of each month.

ARTICLE 14 - SUBSTANTIAL COMPLETION, PARTIAL UTILIZATION, FINAL CLEAN UP, INSPECTION, PAYMENT AND ACCEPTANCE

14.1 Substantial Completion:

When the CONTRACTOR considers the entire work ready for its intended use, the CONTRACTOR shall, in writing to the ENGINEER, certify that the entire work is substantially complete and request that the ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter the CONTRACTOR and the ENGINEER shall make an inspection of the work to determine the status of completion. If the ENGINEER does not consider the work substantially complete, the ENGINEER will notify the CONTRACTOR in writing giving his reasons therefor. If the ENGINEER considers the work substantially complete, the ENGINEER will prepare and deliver to the CONTRACTOR a Certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a Punch List of items to be completed or corrected before final payment. At the time of delivery of the Certificate of Substantial Completion the ENGINEER will deliver to the CONTRACTOR written notice as to division of responsibilities pending final payment between the CITY and the CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities and insurance, said responsibilities will be binding on the CITY and the CONTRACTOR until final payment. Unless otherwise stated herein or on the Certificate of Substantial Completion, all building, product, equipment, and machinery warranties will commence on the date of Substantial Completion. The CITY shall have the right to exclude the

CONTRACTOR from the work after the date of Substantial Completion, but the CITY shall allow the CONTRACTOR reasonable access to complete or correct items on the Punch List.

14.2 Partial Utilization:

Use by the CITY of any finished part of the work which has specifically been identified in the Contract Documents or which the ENGINEER and the CONTRACTOR agree constitutes a separately functioning and usable part of the work that can be used by the CITY without significant interference with CONTRACTOR'S performance of the remainder of the work, may be accomplished prior to Substantial Completion of all the work subject to the following:

A. The ENGINEER at any time may request the CONTRACTOR in writing to permit the CITY to use any such part of the work which the ENGINEER believes to be ready for its intended use and substantially complete. If the CONTRACTOR agrees, the CONTRACTOR will certify to the ENGINEER that said part of the work is substantially complete and request the ENGINEER to issue a Certificate of Substantial Completion for that part of the work. The CONTRACTOR, at any time, may notify the ENGINEER in writing that the CONTRACTOR considers any such part of the work ready for its intended use and substantially complete and request the ENGINEER to issue a Certificate of Substantial Complete for the part of the work. Within a reasonable time after either such request, the CONTRACTOR and the ENGINEER shall make an inspection of that part of the work to determine its status of completion. If the ENGINEER does not consider that part of the work to be substantially complete, the ENGINEER will notify the CONTRACTOR in writing giving the reasons therefor. If the ENGINEER considers that part of the work to be substantially complete, the provisions of Article 14.1 will apply with respect to Certificate of Substantial Completion of that part of the work and the division of responsibility in respect thereof and access thereto. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all of the WORK shall be borne by the CONTRACTOR. Upon issuance of said written notice of partial utilization, the OWNER will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.

14.3 Final Clean-Up:

Upon completion of the work and before final inspection shall be made, the CONTRACTOR shall clean and remove from the site, the Right-of-Way and adjacent property, all surplus and discarded materials, rubbish, and temporary structures; restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work; and shall leave the site and vicinity unobstructed in a neat and presentable condition throughout the entire area or length of the work under Contract. The placing of materials of every character, rubbish, or equipment on the abutting property, with or without the consent of the property owners, shall not constitute the satisfactory disposal. If the work is of such a character as may be done by block or sections, the CONTRACTOR may be required to promptly remove and dispose of accumulated rubbish, debris or surplus materials from blocks or sections as completed or partially completed. No separate payment will be made for final cleaning up and restoration of property, but all costs thereof shall be included in the prices bid for the various scheduled items of work.

14.4 Final Inspection:

Upon written notice from the CONTRACTOR that the entire work or an agreed portion thereof is complete and final clean-up has been completed, the ENGINEER will make a final inspection with the CONTRACTOR and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the work is incomplete or defective. The CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

14.5 Final Application for Payment:

After the CONTRACTOR has completed all such corrections to the satisfaction of the ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in Article 7.19 of the General Conditions and other documents; all as required by the Contract Documents and after the ENGINEER has indicated that the work is acceptable (subject to the provisions of Article 14.9) the CONTRACTOR may make Application for Final Payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the CITY) of all Liens arising out of or filed in connection with the work. In lieu thereof and as approved by the CITY, the CONTRACTOR may furnish receipts or releases in full; an affidavit of the CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the CITY or the CITY'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, the CONTRACTOR may furnish a Bond or other collateral satisfactory to the CITY to indemnify the CITY against any Lien.

14.6 Final Payment and Acceptance:

If on the basis of the ENGINEER'S observation of the work during construction and final inspection, and the ENGINEER'S review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the ENGINEER is satisfied that the work has been completed and the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, the ENGINEER will recommend payment. Thereupon the ENGINEER will give written notice to the CITY and the CONTRACTOR that the work is acceptable subject to the provisions of Article 14.9.

14.7 Payment of Retainage Without Final Completion:

If through no fault of the CONTRACTOR, final completion of the work is significantly delayed and if the ENGINEER so confirms, the CITY shall, upon receipt of the CONTRACTOR'S final Application for Payment and recommendation of the ENGINEER, and without terminating the Agreement, make payment of the balance due for the portion of the work fully completed and accepted. If the remaining balance to be held by the CITY for work not fully completed or corrected is less than the retainage stipulated in the Agreement and if Bonds have been furnished as required in Article 5.2, the written consent of the Surety to the payment of the balance due for that portion of the work fully completed

and accepted shall be submitted by the CONTRACTOR to the ENGINEER with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.8 Contractor's Continuing Obligation:

The CONTRACTOR'S obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by the CITY to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the work or any part thereof by the CITY nor any act of acceptance by the CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the ENGINEER pursuant to Article 14.6, nor any correction of defective work by the CITY will constitute an acceptance of work not in accordance with the Contract Documents or a release of the CONTRACTOR'S obligation to perform the work in accordance with the Contract Documents (except as provided in Article 14.9).

14.9 Waiver of Claims:

The making and acceptance of final payment will constitute:

A. A waiver of all claims by the CITY against the CONTRACTOR, except claims arising from unsettled Liens, from defective work appearing after final inspection pursuant to Article 14.4 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by the CITY of any rights in respect of the CONTRACTOR'S continuing obligations under the Contract Documents.

B. A waiver of all claims by the CONTRACTOR against the CITY other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 City May Suspend Work:

The CITY may, at any time and without cause, suspend the work or any portion thereof for a period of not more than 90 days by notice in writing to the CONTRACTOR which will fix the date on which work will be resumed. The CONTRACTOR shall resume the work on the date so fixed. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

15.2 City May Terminate:

A. Upon the occurrence of any one or more of the following events:

1. If the CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if the CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise

under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

2. If a petition is filed against the CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

3. If the CONTRACTOR makes a general assignment for the benefit of creditors.

4. If a trustee, receiver, custodian or agent of the CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the CONTRACTOR'S creditors.

5. If the CONTRACTOR admits in writing an inability to pay its debts generally as they become due.

6. If the CONTRACTOR persistently fails to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply a qualified superintendent or sufficient skilled workers or suitable materials or equipment or failure to adhere to the approved progress schedule revised from time to time).

7. If the CONTRACTOR disregards laws or regulations of any public body having jurisdiction.

8. If the CONTRACTOR disregards the authority of the ENGINEER.

9. If the CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

B. The CITY may, after giving the CONTRACTOR and the Surety seven days' written notice and to the extent permitted by laws and regulations, terminate the services of the CONTRACTOR, exclude the CONTRACTOR from the site and take possession of the work and of all the CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the CONTRACTOR (without liability to the CONTRACTOR for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere, and finish the work as the CITY may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) such excess will be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR, or CONTRACTOR'S Surety, shall pay the difference to the CITY.

C. Where the CONTRACTOR'S services have been so terminated by the CITY, the CITY alone shall determine the scope and description of the work to be completed and the method and schedule for completing it.

D. Where the CONTRACTOR'S services have been so terminated by the CITY the termination will not affect any rights or remedies of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due the CONTRACTOR by the CITY will not release the CONTRACTOR from liability.

E. Upon seven days' written notice to the CONTRACTOR the CITY may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Contract. In such case the CONTRACTOR shall be paid for all work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

15.3 Contractor May Stop Work or Terminate:

If through no act or fault of the CONTRACTOR, the work is suspended for a period of more than 90 days by the CITY or under an order of court or other public authority, or the CITY fails for 60 days to pay the CONTRACTOR any sum finally determined to be due, then the CONTRACTOR may, upon seven days' written notice to the CITY terminate the Contract and recover from the CITY payment for all work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Contract, if the CITY has failed to make any payment as aforesaid, the CONTRACTOR may upon seven days' written notice to the CITY stop the work until payment of all amounts then due are paid. The provisions of this paragraph shall not relieve the CONTRACTOR of the obligations to carry on the work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY.

EXHIBIT B
Consultant's Hourly Rate Schedule

Job Class/Title	Unloaded Hourly Rate	Multipliers**	Loaded Hourly Rate
Vice President	89.00	3.2	274.12
Associate Vice President	79.00	3.2	243.32
Senior Associate	85.00	3.2	261.80
Associate	69.00	3.2	212.52
Senior Principal Engineer	59.00	3.2	181.72
Principal Engineer	54.00	3.2	166.32
Assistant Engineer	47.00	3.2	144.76
Senior Engineer	43.00	3.2	132.44
Engineer	40.00	3.2	123.20
Senior Associate Scientist	79.00	3.2	243.32
Associate Scientist	66.00	3.2	203.28
Senior Principal Scientist	49.00	3.2	150.92
Principal Scientist	46.00	3.2	141.68
Scientist	32.00	3.2	98.56
Senior Principal Designer	58.00	3.2	178.64
Principal Designer	48.00	3.2	147.84
Senior Designer	43.00	3.2	132.44
Designer	38.00	3.2	117.04
Senior Drafter	31.00	3.2	95.48
Senior Graphic Designer	44.00	3.2	135.52
Graphic Designer	38.00	3.2	117.04
Associate Geologist/Hydrogeologist	71.00	3.2	218.68
Principal Geologist/Hydrogeologist	59.00	3.2	181.72
Senior Geologist/Hydrogeologist	41.00	3.2	126.28
Geologist/Hydrogeologist	32.00	3.2	98.56
Project Field Representative II	44.00	3.2	135.52
Project Field Representative I	28.00	3.2	86.24
Senior Technician	28.00	3.2	86.24
Technician	24.00	3.2	73.92
Production Coordinator	29.00	3.2	89.32
Senior Administrator	31.00	3.2	95.48
Technical Typist	28.00	3.2	86.24
Administrative Assistant	24.00	3.2	73.92
Secretarial	23.00	3.2	70.84

EXHIBIT C

TRUTH IN NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, the CONSULTANT hereby certifies that wages, rates and other factual unit costs supporting the compensation for the engineering consultant services of the CONSULTANT to be provided under the Professional Services Agreement, are accurate, complete and current as of the time of contracting.

By: PHIL COOKE

Title: SENIOR ASSOCIATE

Date: 10/6/17

EXHIBIT D

CONTINGENT FEE CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, the CONSULTANT warrants that the CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this agreement and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

By: PHIL COOKE

Title: SENIOR ASSOCIATE

Date: 10/6/17

EXHIBIT E

CONFLICT OF INTEREST PROHIBITED

The Consultant shall not agree to perform duties for another client if the performance of such duties will be directly adverse to the City or if there is a substantial risk that the Consultant's performance of duties for the City will be materially limited by the Consultant's responsibilities to the other client. These prohibitions will apply to situations involving any and all types of contractual relationships, including those contractual relationships generally known as "design-build" and "construction management at risk." Notwithstanding the existence of a conflict of interest under this paragraph, the Consultant may agree to perform duties for another client if the City gives informed consent in writing.

By: PHIL CUCCHLE

Title: SENIOR ASSOCIATE

Date: 10/10/17