



DATE: October 25, 2023

BID NUMBER: RFB #1023-1

Notice to Bidders

North Springs Improvement District

Broward County Florida

NSID PRESERVE IMPROVEMENTS

The North Springs Improvement District (NSID) will be accepting sealed bids for various improvements for its 150 Acre Preserve located in Coral Springs, Florida. NSID will receive sealed Bids at its District offices located at 9700 NW 52 Street, Coral Springs, Florida 33076 November 30, 2023 at 10:00 AM. Sealed Bids must be received and time stamped by the District by mail, or hand delivery, no later than the cut off time specified, at which time the sealed bids will be opened and read out loud. Any bids received after the cut off period will not be accepted under any circumstances.

Any questions you may have regarding this project can be sent via email to info@nsidfl.gov. The last day to submit questions will be Wednesday, November 15, 2023 by 5:00p.m. Questions received after the stated date and time will not be addressed. Project plans can be requested by email from clerk@nsidfl.gov.

NSID reserves the right to reject any or all bids, to re-advertise for bids or take any other such actions that may be deemed to be in the best interests of the NSID.



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BID FORMS SUBMISSION CHECKLIST

Project Name: NSID Preserve Improvements

Bid No. RFB 1023-1

Bidders Company Name: _____

The following forms are to be completed and returned with the bid submittal on the above-named project. **Please submit one (1) original or electronic copy of the required forms.**

1. D Bid submission checklist
2. D Invitation to Bid – Bidder Acknowledgement (Page 1 only)
3. D Bid Form & Bidder’s Certification
4. D Certified Resolution
5. D Non-Collusive Affidavit
6. D Foreign (non-Florida) Corp.
7. D Qualifications Statement
8. D References
9. D Key Sub-Contractor Listing
10. D Drug-Free Workplace Certification
11. D Affidavit of Compliance with Foreign Entity Laws
12. D Bid Bond (If bid is over \$100,000 will be accepted electronically)
13. D Insurance Certificate
14. D Addenda Cover Page

***Omission of any of these forms may cause your bid to be deemed non-responsive.**

NORTH SPRINGS IMPROVEMENT DISTRICT

INVITATION TO BID

SUBMIT BID TO:

NSID
9700 NW 52 STREET
CORAL SPRINGS, FLORIDA 33065

BIDDER ACKNOWLEDGMENT

- GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE NORTH SPRINGS IMPROVEMENT DISTRICT (NSID). NSID MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

corporation, firm or person submitting a Bid for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 5 inclusive of the Invitation to Bid as well as any special instructions if applicable.

BID TITLE: NSID PRESERVE IMPROVEMENTS
BID NO.: RFB 1023-1

INSTRUCTIONS TO BIDDERS:

BIDS WILL BE OPENED 10:00 A.M. (EST), November 30, 2023 and may not be withdrawn during the 90 calendar days following such date and time.

1. DEFINED TERMS

1.1 Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to NSID, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the most responsible and responsive Bidder to whom NSID (on the basis of NSID's evaluation as hereinafter provided) makes an award. The term "NSID" refers to the North Springs Improvement District, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

DISTRICT MANAGER (NAME & TELEPHONE NO.):
Rod Colon (954) 796-5074

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bid Documents must be used in preparing Bids. NSID does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. NSID, in making copies of Bid Documents available does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

CORRECT LEGAL NAME OF BIDDER: _____

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT) _____

TITLE: _____

TYPED/PRINTED NAME OF AUTHORIZED AGENT: _____

ADDRESS: _____

PHONE NO: (_____) _____
FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER: _____

_____, I certify that this Bid acknowledgement is made without prior understanding, agreement or connection with any

3. QUALIFICATIONS OF BIDDERS

- 3.1 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to NSID, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to NSID, or who is deemed responsible or unreliable by the NSID.
- 3.2 As part of the Bid evaluation process, NSID may conduct a background investigation including a record check by the Coral Springs Police Department or Broward County Sheriff's Department. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to such investigation. NSID shall be the sole judge in determining Bidder's qualifications.

4. EXAMINATION OF BID DOCUMENTS

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the Bid Documents, and (d) notify NSID of all conflicts, errors and discrepancies in the Bid Documents.
- 4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception, the Bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

5. SPECIFICATIONS

- 5.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 5.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.
- 5.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not

intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his Bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with NSID. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to Bid standards.

6. INTERPRETATIONS AND ADDENDA

- 6.1 To ensure fair consideration for all Bidders, NSID prohibits communication to or with any department, officer or employee during the submission process except as provided in Paragraph 6.2 below.
- 6.2 If the Bidder should be in doubt as to the meaning of any of the Bid documents or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, Bidder shall submit a written request directed to NSID Clerks Office to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the NSID in response to such questions will be issued in the form of written addendum, e-mailed to all parties recorded by NSID Clerks Office as having received the Bid documents. The issuance of a written addendum by NSID shall be the only official method whereby such an interpretation or clarification will be made.

7. PRICES BID

- 7.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 7.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 7.3 All applicable discounts shall be included in the Bid price for materials and services and will be considered as determining factors in recommending an award in case of tie Bids. Discounts extended to NSID shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 7.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.

- 7.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the Bid will be firm for acceptance for a period of ninety (90) calendar days from the date of Bid opening unless otherwise stated by NSID.
- 7.6 The Bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designed location within the City of Coral Springs or the City of Parkland.
8. OCCUPATIONAL HEALTH & SAFETY
- 8.1 Bidder shall comply with all State and federal standards and requirements regarding the transport, use, installation, disposal, generation, and/or delivery of any toxic substance as defined therein.
9. SUBMISSION OF BIDS
- 9.1 Bids shall be submitted at or before the time and at the place indicated in the Invitation to Bid and shall be submitted in a sealed envelope. **The envelope shall be clearly marked on the exterior "BID FOR PROJECT TITLE and Project Number). NSID and shall state the name and address of the Bidder and shall be accompanied by any other required documents.** No responsibility will attach to NSID for the premature opening of a Bid not properly addressed and identified.
- 9.2 Bids must be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the Bid Form must be completed. Names must be typed or printed below the signature. Facsimile Bids will not be accepted.
- 9.3 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, all Bidders should be aware that the Invitation to Bid and the responses thereto are in the public domain. However, the Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 9.4 All Bids received from Bidders in response to the Invitation to Bid will become the property of NSID and will not be returned to the Bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the NSID.
- 9.5 The submitted Bid shall constitute a firm offer on the part of the Bidder to furnish the commodities and/or services requested.
- 10 BID FORMS
- 10.1 The Bid Form is included with the Bid Documents and must be used by the Bidder. Failure to do so may cause the Bid to be rejected. The forms must be submitted in good order and all blanks must be completed.
- 10.2 The Bid must be signed by one duly authorized to do so and in cases where the Bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Bid.
- 10.3 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 10.4 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11 MODIFICATION AND WITHDRAWAL OF BIDS
- 11.1 Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid date and time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.
- 11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with NSID and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of NSID by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Bid, or that the mistake is clearly evident on the face of the Bid but the intended correct Bid is not similarly evident, then Bidder may withdraw its Bid and the Bid Security will be returned.
12. REJECTION OF BIDS
- 12.1 To the extent permitted by applicable state and federal laws and regulations, NSID reserves the right to reject any and all Bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

- 12.2 NSID reserves the right to reject the Bid of any Bidder if NSID believes that it would not be in the best interest of NSID to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by NSID.
- 12.3 More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.
- 12.4 The foregoing reasons for rejection of Bids are not intended to be exhaustive.
13. OPENING OF BIDS
- 13.1 Bids will be opened publicly on the date and at the location and time specified in the Invitation to Bid. Bids will be read aloud to include the Bidder and Pricing only.
14. AWARD OF CONTRACT
- 14.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base Bid whose evaluation by NSID indicates that the award will be in the best interests of the NSID and not necessarily to the lowest Bidder.
- 14.2 Criteria utilized by NSID for determining the most responsible and responsive Bidder includes, but is not limited to the following:
- (a) Ability of Bidder to meet published specifications.
 - (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, and or its principal personnel, the quality of performance of Bidder under previous contracts with the District or for similar entities, any sub- contractors and other persons providing labor or materials to Bidder.
 - (c) Certified minority business enterprise as described by Florida Small and Minority Business Assistance Association.
- (d) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (e) Whether Bidder can perform the Contract promptly or within the time specified without delay or interference.
- (f) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.
- (g) Price.
- 14.3 If applicable, the Bidder to whom award is made shall execute a written Contract prior to award by the Governing Board. If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the Contract may be awarded to the next lowest Bidder who is responsible and responsive in the opinion of NSID.
15. OPEN-END CONTRACT
- 15.1 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end Contract. Estimated quantities will be used for Bid comparison purposes only. NSID reserves the right to issue purchase orders as and when required, or, issues a blanket purchase order for partial quantities or any combination of the proceeding.
- 15.2 ORDERING: NSID reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a short period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, NSID reserves the right to obtain such delivery from others without penalty or prejudice to NSID or to the Bidder.
- 15.3 CONTRACT PERIOD: The work to be performed under the Contract shall be commenced upon issuance of Notice to Proceed and after all applicable permits are obtained by Contractor. The number of days, which the work is to be completed or goods are to be provided, is **one hundred eighty days (180)** consecutive calendar days from the date of the commencement of the Contract time as established in the Notice to Proceed. By virtue of the submission of this Bid, Bidder agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the contract and the time is of the essence. The Successful Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time

specified. Failure to complete the work within the time period specified shall be considered a default unless an approved written extension is granted.

16. INSURANCE

16.1 The insurance requirements contained in this Bid represent the minimal protection necessary for NSID. The Successful Bidder shall be required to provide proper proof of issuance to the. No award will be recommended until a determination is made by NSID's Legal Counsel that the proof of insurance submitted by the Bidder is acceptable from a Risk Management perspective. Further modification of the requirements may be made at the sole discretion of NSID if circumstances warrant.

17. TAXES

17.1 The Successful Bidder shall pay all applicable sales, consumer use, and other similar taxes required by law.

18. AUDIT RIGHTS

18.1 NSID reserves the right to audit the records of the Successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) year after completion and acceptance by NSID. If required by NSID, the Successful Bidder agrees to submit to an audit by an independent certified public accountant selected by NSID. The Successful Bidder shall allow NSID to inspect, examine and review the records of the Successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.

19. CONFLICT OF INTEREST

19.1 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of NSID or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of NSID who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

20. NON-COLLUSIVE AFFIDAVIT

20.1 Each Bidder shall complete the Non-Collusive Affidavit and include it with the Bid Form and shall submit this Form with the Bid. Failure of the Bidder to submit this document may be cause for rejection of the Bid.

22. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

22.1 The following is a summary of documents, copies of which may be included in the Bid documents, which are to be completed and submitted by Bidders:

- (a) Bidder acknowledgement.
- (b) Bid Form
- (c) Non-Collusive Affidavit
- (d) Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder.
- (e) Qualification Statement, if required by the Special Conditions.
- (f) Bid Security, if required by the Special Conditions.
- (g) Certificate(s) of Insurance, if required by the Special Conditions.
- (h) Certification of Non-Segregated Facilities, if required by the Special Conditions.

BID NUMBER: RFB 1023-1
NSID PRESERVE IMPROVEMENTS

INSTRUCTIONS TO BIDDERS

1. **PRE-BID CONFERENCE**

1.1 Not-Applicable

2. **QUALIFICATIONS OF BIDDERS**

2.1 Each Bidder shall complete the Qualifications Statement and shall submit the same with the Bid. Failure to submit the Qualifications Statement and all documents required thereunder together with the Bid may constitute grounds for rejection of the Bid.

2.2 NSID reserves the right to make a pre-award inspection of the Bidder's facilities and equipment prior to award of Agreement.

2.3 NSID reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations or issues with any government agency in determining a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination. Bidder shall submit with Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify NSID immediately of notice of any citation or violation that Bidder may receive from any Government Agency after the Bid opening date and during the time of performance of any contract awarded to Bidder.

3. **SPECIFICATIONS**

3.1 Items shown on the Plans but not noted in the Specifications, and items noted in the Specifications but not shown on the Plans, are to be considered as both shown on the Plans and noted in the Specifications. Any errors or omissions in the Specifications or on the Plans, as to the standards of the work, shall not relieve the CONTRACTOR of the obligation to furnish a satisfactory first-class job in strict conformity with the best practice found in structures or services performed in the work of a similar type. The failure of the Bidder to direct the attention of NSID's Project Manager to errors or discrepancies will not relieve the Bidder, should Bidder be awarded the Contract, of the responsibility of performing the work to the satisfaction of NSID.

3.2 The anticipated start date for this project is: **December 15, 2023**

3.3 A Bid Bond, Payment Bond, & Performance Bond will be required for this project.

3.4 Please see attached additional bidder requirement.

4. BID FORM

4.1 The Bid Form, together with the Invitation to Bid, the Instructions to Bidders, constitutes an offer from the Bidder. If any or all parts of the Bid are accepted by NSID, an authorized officer of NSID shall affix his/her signature hereto and this document, together with the Invitation to Bid, the Instructions to Bidders, any Drawings, Plans and Specifications issued prior to the execution of this Bid Form, and any Purchase Order issued by NSID after execution of this Bid Form, shall constitute the written agreement between the parties and shall together comprise the Contract Documents. The Contract Documents are complimentary and what is required by one shall be as binding as if required by all.

5. AWARD OF CONTRACT

5.1 If the Contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the Bid whose evaluation by NSID indicates to the Governing Board of Supervisors that the award will be in the best interests of NSID, and not necessarily to the lowest Bidder.

5.2 Criteria utilized by NSID for determining the most responsible and responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references, including but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, and or its principal personnel, the quality of performance of Bidder under previous contracts with the District or for similar entities, any sub-contractors and other persons providing labor or materials to Bidder. Payment history with sub-contractors under previous contracts.
- (c) Certified minority business enterprise as described by Florida Small and Minority Business Assistance Association.
- (d) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (e) Whether Bidder can perform the Contract promptly or within the time specified, without delay or interference.

- (f) Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the goods or services.
- (g) A Bidders litigation history.
- (h) Price.

5.3 The CONTRACTOR must execute the required contracts prior to award by the NSID Governing Board of Supervisors. After the Governing Board approves the award the CONTRACTOR within fifteen (15) days thereafter, the CONTRACTOR must deliver the required bonds and certificate of insurance to OWNER. Within ten (10) days thereafter, OWNER shall deliver one (1) fully executed contract to CONTRACTOR along with a Notice to Proceed. The fully executed contract will be accompanied by a complete set of drawings (if required).

5.4 If applicable, the Bidder to whom award is being recommended shall execute a written contract prior to contract award. If the Bidder fails to enter into a Contract as herein provided, the recommended award will be let to the next lowest Bidder who is responsible and responsive in the opinion of NSID. Such Bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

5.5 Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that NSID will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that NSID's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

6. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

6.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statutes, Section 287.017, for CATEGORY THREE for a period of 36 months from the date of being placed on the convicted vendor list.

7. CONTRACT TIME

7.1 The work to be performed under the Contract shall be commenced upon issuance of Notice to Proceed.

- 7.2 The number of days, which the work is to be completed or goods are to be provided, is **One Hundred Eighty (180)** consecutive calendar days from the date of the commencement of the Contract time as established in the Notice to Proceed.
- 7.3 By virtue of the submission of his Bid, Bidder agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the contract and the time is of the essence. The Successful Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

8. **LIQUIDATED DAMAGES FOR BREACH OF CONTRACT**

See Construction Services General Conditions, Paragraph 11.4 for details.

9. **SAFETY**

- 9.1 The Successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.
- 9.2 The Successful Bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
- (a) All employees on the work site and all other persons who may be affected thereby.
 - (b) The work and all materials and equipment incorporated therein.
 - (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures, irrigation systems and utilities not designated for removal, relocation or replacement in the course of the work.

10. **WARRANTIES**

- 10.1 **Warranty of Title:** The Successful Bidder warrants to NSID that all goods and materials furnished under the Contract will be new unless otherwise specified and that Successful Bidder possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

- 10.2 Warranty of Specifications: The Successful Bidder warrants that all goods, materials and workmanship furnished, whether furnished by the Successful Bidder or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
- 10.3 Warranty of Merchantability: The Successful Bidder warrants that the goods to be supplied pursuant to the Contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.
- 10.4 Warranty of Material and Workmanship: The Successful Bidder warrants all material and workmanship for a minimum of 3 years from date of project completion and acceptance by NSID per product specifications. If within (3) years after acceptance by NSID, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the Contract Documents, the Successful Bidder shall after receipt of a written notice from NSID to do so, promptly correct the work unless NSID has previously given the Successful Bidder a written acceptance of such condition.
- 10.5 The Successful Bidder warrants to NSID that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 10.6 The Successful Bidder warrants to NSID that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 10.7 The Successful Bidder warrants to NSID that the consummation of the work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Bidder is a party.
- 10.8 The Successful Bidder warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the Contract.
- 10.9 All warranties made by the Successful Bidder together with service warranties and guarantees shall run to NSID and the successors and assigns of NSID.

11. RISK OF LOSS

- 11.1 The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Bidder until the completion of the project on

NSID PRESERVE IMPROVEMENTS and inspection and acceptance of the project by NSID & The Parkland 17 Foundation.

12. **PERMITS, FEES AND NOTICES**

- 12.1 The Successful Bidder shall secure and be responsible for any and all permits and licenses that may be required for the proper execution and completion of the work. The Successful Bidder shall use their best efforts to obtain all necessary permits as soon as possible after the date of Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the Project Manager without delay.
- 12.2 The Successful bidder shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. NSID shall not be responsible for monitoring the Successful Bidder's compliance with any laws or regulations.
- 12.3 The Successful bidder shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida.

13. **CLEANING UP**

- 13.1 The Successful Bidder at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Bidder's operations. At the completion of the work Bidder shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery and surplus materials and provide final cleaning and return the space to a condition suitable for use by NSID.

14. **DELAYS AND EXTENSIONS OF TIME**

- 14.1 The Contract time may only be changed by a change order or a written amendment approved by The NSID Governing Board of Supervisors.

14.2 No claim for damages or any claim other than an extension of time shall be made or asserted against NSID by reason of any delays.

15. DEFAULT

15.1 In the event the Successful Bidder shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents, NSID shall give the Successful Bidder written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within five (5) calendar days thereof. In the event the Successful Bidder has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of NSID, NSID shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Successful Bidder shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

16. TERMINATION FOR CONVENIENCE OF NSID

See Construction Services General Conditions, Paragraph 13.13 for details.

17. ASSIGNMENT

17.1 The Successful Bidder shall not assign or transfer its rights, title or interests in the Agreement nor shall Successful Bidder delegate any of the duties or obligations undertaken by Successful Bidder without NSID's prior written approval.

18. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

18.1 Familiarity with Laws: Notice is hereby given that the Successful Bidder must be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith.

19. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT INFORMATION:

19.1 Bidders must adhere to all Equal Employment Opportunity Laws.

20. BID SECURITY

- 20.1 Each Bid must be accompanied by a certified or cashier's check or by a Bid Bond made payable to North Springs Improvement District on an approved form, duly executed by the Bidder as principal and having as surety thereon a surety company acceptable to NSID and authorized to write such Bid Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the Bid.
- 20.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required payment and performance bonds, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract or furnish the required Bonds within fifteen (15) calendar days of the Notice of Award, NSID may annul the Notice of Award and the entire sum of the Bid Security shall be forfeited. The Bid Security of the three (3) lowest bidders will be returned within seven (7) calendar days after NSID and the Successful Bidder have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Bid opening, upon the demand of any Bidder at anytime thereafter, provided that he has not been notified of the acceptance of his Bid. Bid Security of all other Bidders will be returned within seven (7) calendar days after the Bid opening. The attorney in fact or other officer who signs a Bid Bond for a surety company must file with such a Bond a certified copy of his power of attorney authorizing him to do so.
- 20.3 The Bid Security filed with the Bid shall be forfeited in its entirety to NSID as liquidated damages if the Bidder to whom the Contract is awarded fails to execute the Contract Documents within fifteen (15) calendar days of written notice by the City.

21. PAYMENT AND PERFORMANCE BONDS

- 21.1 Within Fifteen (15) calendar days after the Contract Award, but in any event prior to commencing work, the Successful Bidder shall execute and furnish to NSID a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

21.2 Two (2) separate bonds are required and both must be approved by NSID. The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of the contract. The performance bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder with labor, materials and supplies used directly or indirectly by the Successful Bidder in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless NSID to the extent of any and all payments in connection with the carrying out of said contract which NSID may be required to make under the law.

22. INDEMNIFICATION

22.1 GENERAL INDEMNIFICATION: The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for the work of the Contract shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, save and hold harmless the OWNER, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, or consequential, including, but not limited to, fees and charges of engineer, architects, attorney's, consultants and other professionals and court and arbitration costs arising out of or resulting from the performance of the Work excluding the sole negligence of OWNER. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (a) any and all bodily injuries, sickness, death, disease; (b) injury to or destruction of tangible personal property, including the loss of use resulting therefrom; (c) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any

operations connected with the construction of this project including the warranty period; (d) the use of any improper materials; (e) any construction defect including patent defects; (f) any act, omission or default of CONTRACTOR or his subcontractors, agents, servants or employees; (g) the violation of any federal, state, county or City laws, by-laws, ordinances or regulations by CONTRACTOR, his subcontractors, agents, servants or employees; (h) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

- 22.2 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR agrees to indemnify, save and hold harmless the OWNER, its officers, agents and employees, from all such claims and fees, and from any and all sites and actions of every name and description that may be brought against OWNER, its officers, agents and employees, on account of any claims, fines, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against OWNER, its officers, agents and employees for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 22.3 Pursuant to the requirements of Florida Statute 752.06, as amended, the indemnification from liability for damages caused in whole or in part by any act, omission or default by OWNER as contained in Paragraph 22 above, shall be limited to the monetary amount of comprehensive general liability insurance, which CONTRACTOR is required to obtain under the Contract. All other indemnification required hereunder shall not be limited to the amount of required comprehensive general liability insurance or any required excess insurance.
- 22.4 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of OWNER, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of the OWNER when applicable.
- 22.5 OWNER reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement. Such indemnification shall not be limited to the amount of comprehensive general liability insurance that CONTRACTOR is required to obtain under the Contract. Nothing contained herein is intended nor shall it be construed to waive OWNER's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party described in this Paragraph 22 and its subparts.

23. INSURANCE

- 23.1 Bidders should submit copies of their current certificate(s) of insurance together with the Bid. Failure to do so may cause rejection of the Bid.
- 23.2 **AT THE TIME OF EXECUTION OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT A CURRENT CERTIFICATE OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT NSID IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL BIDDER UNDER THE CONTRACT.** Insurance Companies selected must be acceptable to NSID. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to NSID by certified mail.
- 23.3 The Successful Bidder shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance that must include the following coverage and minimum limits of liability:
- (a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of Two Hundred Thousand and xx/100 dollars (\$200,000.00) per accident. Successful Bidder shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
 - (b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Bidder in the performance of the work with the following minimum limits of liability:

<u>\$ 1,000,000</u>	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
---------------------	---
 - (c) Comprehensive General Liability with the following minimum limits of liability:

<u>\$ 1,000,000</u>	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
---------------------	---

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

23.4 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ - A+

- 23.5 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against NSID with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.
- 23.6 The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against NSID for payment or assessments in any form on any policy of insurance.
- 23.7 The Successful Bidder shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 23.8 The Successful Bidder agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of NSID.
- 23.9 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and NSID, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.
- 23.10 OWNER'S Liability and Insurance: OWNER (NSID) shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the Work. OWNER specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

24. ADDENDUM

An addendum, if needed, will be issued prior to the opening of proposals. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents.

It is the responsibility of the Bidder to view the website to determine if any addenda have been issued, or to contact the NSID at info@nsidfl.gov if any addenda has been issued. In some cases, where the addendum has a direct effect on the scope of work or a change in the cost of the project, the omission of the signed addendum being returned with the bid submittal may cause the bid to be considered as non-responsive.

25. CONE OF SILENCE

The cone of silence prohibits any communication regarding a particular bid between a potential bidder, vendor, or lobbyist and the Districts professional staff, Governing Board or their respective staffs. The cone of silence does not apply to duly noticed site visits to determine the competency of bidders during the period between bid opening and the issuance of an award, oral communications at pre-bid conferences, oral presentations before publicly noticed evaluation committee meetings, or during contract negotiations. The cone of silence commences after the advertising of the formal bid or request for proposal. The cone of silence terminates upon award by the Governing Board. Should the Bidder have legitimate work at NSID during the cone of silence, they are not to discuss the potential bid with any of the above mentioned.

ADDITIONAL BIDDER REQUIREMENTS

The following items **must be** address in the submitted bid package to be considered as a responsive/responsible Bidder:

- Bidder must hold a current General Contractor or Building Contractor license as listed in Florida Statute 489.105. Bidder is to provide a copy with submittal package.
- Bidder must have a minimum of five (5) years of experience in type project of similar size and scope along with a minimum of five (5) years as a Licensed Contractor within the state of Florida.
- Bidder must list a minimum of five (5) references over the previous ten (10) years where they have performed similar projects as indicated in attached plans where they were the Prime Contractor on the project.
- Bidder must meet the insurance requirements as stated within the solicitation.



**BID FORM FOR NSID PRESERVE
IMPROVEMENTS
BID NUMBER: RFB 1023-1**

Summary of Scoped Work: This is a summary of the scoped work for this project and does not list the entirety of the project. The selected contractor shall adhere to the plans in:

Summary Specifications

- **Attachment “A”** – Installation of Berms*, Landscaping, Pavers & Irrigation System**, Concrete Bollard (Attachment A, landscape plans will be based on the elevation of the memorial slab, attached hereto as Attachment B)
- **Attachment “B”** – Installation of Water / Sewer lines; Electrical Panel & Lines; Concrete Pad; and Roadway.

**Berm Material to be excavated within the Preserve.
District to instruct location and grading of excavated areas**

Field verification to confirm enough PSI to run the irrigation system

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with NSID to perform all work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
2. Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those pertaining to the disposition of Bid Security.
3. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, supervision, permits and all incidentals required to perform all the work as described in Attachment “A” and Attachment “B.”
4. Bidder will complete the work for the following price(s):

Description	Cost
Total Landscaping Base Bid for Attachment “A” plans	\$
Total Structural Base Bid for Attachment “B” plans	\$
Grand Total Base Bid Amount	\$

5. Bidder agrees that the work will be completed and ready for final payment within **One Hundred Eighty (180)** calendar days from the date of Contract Commencement as specified in the Notice to Proceed.

6. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

7. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.

8. NSID reserves the right to award this contract on the basis of any combination of the above items, or all items, in which NSID deems in its best interests.

9. Communications concerning this Bid shall be addressed to:

Name: _____

Address: _____

Email: _____

Telephone No.: _____

10. The following documents are attached to and made as a condition to this Bid:
- (a) Bidder Acknowledgement (Page 1 only)
 - (b) Bid Form and Bidder's Certification
 - (c) Certified resolution (corporation, partnerships)
 - (d) Non-collusive affidavit
 - (e) Bidder's Foreign (Non-Florida) corporate statement
 - (f) Bidder's qualification statement
 - (g) References
 - (h) Drug-Free Workplace Certification
 - (i) Certification Pursuant to F.S. 287.135
 - (j) Affidavit of Compliance with Foreign Entity Laws
 - (k) Bid security, if required by the Instructions to Bidders
 - (o) Certificate(s) of insurance
 - (p) Addenda Cover Page

BIDDER'S CERTIFICATION

WHEN BIDDER IS AN INDIVIDUAL

In witness whereof, the Bidder has executed this Bid Form this _____ day of _____, 202__.

By: _____
Signature of Individual/Title

Witness

Printed Name of Individual

ACKNOWLEDGEMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

BIDDER'S CERTIFICATION

WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM

In witness whereof, the Bidder has executed this Bid Form this _____ day of _____, 202__.

Witness

Signature of Owner

Printed Name of Corporation,
Partnership, Firm

Witness

Printed Name of Owner

Business Address

City/State/Zip

(_____) _____
Business Phone Number

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____
_____ (Corporate Title), a corporation* organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by- laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____(Name)" The duly elected _____ (Title of Officer) of _____(Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to NSID and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

NSID shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____, 202__.

(SEAL)

By: _____
Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of NSID that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

***The Term Corporation shall include Corporation, Company, or Partnership**

NON-COLLUSIVE AFFIDAVIT

State of _____)
)ss.
County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
_____ 202_, by _____, who is personally known to me
or who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
 - ____(a) Maintaining, defending, or settling any proceeding.
 - ____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - ____(c) Maintaining bank accounts.
 - ____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
 - ____(e) Selling through independent contractors.
 - ____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - ____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - ____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - ____(i) Transacting business in interstate commerce.
 - ____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - ____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - ____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - ____(m) Owning, without more, real or personal property.

- (3) The list of activities in subsection (2) is not exhaustive.

- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER



QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: NSID

ADDRESS: 9700 NW 52 Street
Coral Springs, FL 33076

SUBMITTED BY: _____

NAME _____

ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

E-MAIL ADDRESS: _____

Corporation
Partnership
Individual
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: _____

The address of the principal place of business is: _____

2. If Bidder is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent:

3. If Bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. **Please attach certificate of competency and/or state registration.**

8. Have you personally inspected the site of the proposed work?
(Y) _____ (N) _____

9. Do you have a complete set of documents, including drawings and addenda?
(Y) _____ (N) _____

10. Did you attend the Pre-Bid Conference if any such conference was held?
(Y) _____ (N) _____

11. Have you ever, failed to complete any work awarded to you? If so, state when, where and why?

12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

13. Lawsuits involving the entity submitting the response (Corporation, Partnership, LLC, or any other form of legal entity) or individuals with more than 10% of interest in the entity.

- a. List all pending lawsuits:

- b. List all lawsuits which have been completed within the past five (5) years:

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202__ by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)



REFERENCES

In order to receive Bid Award consideration on the proposed bid, this "References sheet" must be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

Bidder (company name): _____

Address: _____

Telephone No: (____) _____ Fax No.: (____) _____

Contact person: _____ Title: _____

Number of years in business: _____ Years

E-mail Address: _____

Address of nearest facility: _____

Provide a minimum of five (5) companies or governmental agencies where the work was of similar size, scope, cost and complexity and was done in a Prime Contractor Capacity within the last ten (10) years. Similar shall refer to Demolition Projects as detailed in the plans and specifications provided:

1. Company Name: _____

Address: _____

Contact Person: _____ Title: _____

Telephone No: (____) _____ Email: _____

Detailed Scope of Work: _____

Project Dates (Month & Year): _____

Contract Amount: \$ _____ Change Orders (Y/N)

2. Company Name: _____

Address: _____

Contact Person: _____ Title: _____

Telephone No: (____) _____ Email: _____

Detailed Scope of Work: _____

Project Dates (Month & Year): _____

Contract Amount: \$ _____ Change Orders (Y/N)

3. Company Name: _____
Address: _____
Contact Person: _____ Title: _____
Telephone No:() _____ Email: _____
Detailed Scope of Work: _____
Project Dates (Month &Year): _____
Contract Amount: \$ _____ Change Orders (Y/N)
4. Company Name: _____
Address: _____
Contact Person: _____ Title: _____
Telephone No:() _____ Email: _____
Detailed Scope of Work: _____
Project Dates (Month &Year): _____
Contract Amount: \$ _____ Change Orders (Y/N)
5. Company Name: _____
Address: _____
Contact Person: _____ Title: _____
Telephone No:() _____ Email: _____
Detailed Scope of Work: _____
Project Dates (Month &Year): _____
Contract Amount: \$ _____ Change Orders (Y/N)
6. Company Name: _____
Address: _____
Contact Person: _____ Title: _____
Telephone No:() _____ Email: _____
Detailed Scope of Work: _____
Project Dates (Month &Year): _____
Contract Amount: \$ _____ Change Orders (Y/N)

7. Company Name: _____
Address: _____
Contact Person: _____ Title: _____
Telephone No:() _____ Email: _____
Detailed Scope of Work: _____
Project Dates (Month &Year): _____
Contract Amount: \$ _____ Change Orders (Y/N)

8. Company Name: _____
Address: _____
Contact Person: _____ Title: _____
Telephone No:() _____ Email: _____
Detailed Scope of Work: _____
Project Dates (Month &Year): _____
Contract Amount: \$ _____ Change Orders (Y/N)



KEY SUBCONTRACTOR LISTING

The Bidder proposes that one (1) of the following subcontracting firms or businesses in each category will be awarded subcontracts for the following key portions of the work in the event the Contractor is awarded the Contract. If a subcontractor other than those listed is proposed for use after Award of Contract, NSID reserves the right of approval prior to commencing work.

Key Subcontractor Listing to be submitted within three (3) working days of bid opening date. Omission of any of the above items may be cause for disqualification of a firm's bid.

1. _____
(Name of Subcontractor) (Address) (Phone No.)

(Contact Person Name & Title) (Email Address)

(Portion of Work Performed)
2. _____
(Name of Subcontractor) (Address) (Phone No.)

(Contact Person Name & Title) (Email Address)

(Portion of Work Performed)
3. _____
(Name of Subcontractor) (Address) (Phone No.)

(Contact Person Name & Title) (Email Address)

(Portion of Work Performed)
4. _____
(Name of Subcontractor) (Address) (Phone No.)

(Contact Person Name & Title) (Email Address)

(Portion of Work Performed)
5. _____
(Name of Subcontractor) (Address) (Phone No.)

(Contact Person Name & Title) (Email Address)

(Portion of Work Performed)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BUSINESS NAME

PROVIDER'S SIGNATURE

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source:§ 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20__

Signed: _____

Entity: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, as for _____ who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

My Commission Expires: _____

BID BOND

STATE OF FLORIDA
COUNTY OF BROWARD

KNOW ALL MEN BY THESE PRESENTS, that we, _____
as Principal and as Surety are held and firmly bound unto the North Springs Improvement District (NSID), a Public Corporation and Independent Special District of the State of Florida in the penal sum of _____ Dollars (\$ _____),
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 202____ for:

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall properly execute and deliver to NSID the appropriate Contract Documents, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and its bond shall be in no way impaired or affected by any extension of time within which NSID may accept such Bid; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 202_ , the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

***The Term Corporation shall include Corporation, Company, or Partnership**

IN PRESENCE OF:

(SEAL)

(Individual or Partnership Principal)

(Business Address)

(City/State/Zip)

(Business Phone)

ATTEST:

Secretary

(Corporate Principal)*

By: _____

(Title)

ATTEST:

Secretary

(Corporate Surety)*

By: _____

*Impress Corporate Seal

***The Term Corporation shall include Corporation, Company, or Partnership**

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 20____
(hereinafter "Effective Date") by and between:

NORTH SPRINGS IMPROVEMENT DISTRICT
(hereinafter referred to as "OWNER")

&

(hereinafter referred to as "CONTRACTOR")

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE 1 **THE CONTRACT DOCUMENTS**

The Contract Documents, attached hereto and made a part hereof, consist of the Invitation to Bid, Instructions to Bidders, Construction Services General Conditions, Drawings, Plans, Specifications, Bid Form, Bid Security, CONTRACTOR'S Bid (including documentation accompanying Bid and post Bid documentation submitted prior to the Notice of Award), Qualifications Statement, this Contract and all Exhibits attached hereto, Addenda, the record of the Contract award by OWNER'S Governing Board of Supervisors, the Notice of Award, Notice to proceed, Payment and Performance Bonds, the Special Conditions, Supplementary Conditions, any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2 **SCOPE OF THE WORK**

The CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the Contract Documents and as provided for in **Exhibit "A" & Exhibit "B"** attached hereto.

NSID PRESERVE IMPROVEMENTS

ARTICLE 3
CONTRACT TIME

TIME IS OF THE ESSENCE OF THIS CONTRACT. The work to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed and, subject to authorized adjustments, shall be substantially complete and ready for final payment within one hundred eighty days (180) calendar days from the date of Contract Commencement. Final completion of the work will be Thirty (30) calendar days after Substantial Completion. Failure to achieve timely final completion shall be regarded as a breach of this Contract and subject to the appropriate remedies including but not limited to, liability for liquidated damages in accordance with Paragraph 11.4 of the Construction Services General Conditions.

ARTICLE 4
CONTRACT SUM

The OWNER shall pay the CONTRACTOR in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of _____ (_____).

ARTICLE 5
PROGRESS PAYMENTS

- 5.1 The CONTRACTOR may requisition payments for work completed during the project at intervals in accordance with Article 13 of the Construction Services General Conditions. The CONTRACTOR's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with properly executed Releases of Liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR's current and previous applications for payment and any other supporting documentation as may be required by the PROJECT MANAGER or Contract Documents. Each requisition shall be submitted in triplicate to the PROJECT MANAGER for approval. The OWNER shall make payment to the CONTRACTOR within thirty (30) calendar days after approval by the PROJECT MANAGER and ARCHITECT of the CONTRACTOR'S requisition for payment.
- 5.2 Five percent (5%) of all monies earned by the CONTRACTOR shall be retained for projects valued over \$200,000 by the OWNER, subject to the limitations contained in Sections 218.735 and 255.077, Florida Statutes, as amended from time to time.

- 5.3 The OWNER may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 5.3.1 Defective work not remedied.
 - 5.3.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
 - 5.3.3 Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
 - 5.3.4 Damage to another contractor not remedied.
 - 5.3.5 Liability for liquidated damages that has been incurred by the CONTRACTOR.
 - 5.3.6 Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.
 - 5.3.7 Reasonable evidence that the work will not be completed within the Contract Time.
 - 5.3.8 Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or consent of surety satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment may be made in whole or in part.

ARTICLE 6
E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

- (a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees.

- (b) Owner shall terminate this Agreement if Owner has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.
- (c) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. Owner may immediately terminate this Agreement for a breach of this subparagraph.
- (d) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.
- (e) CONTRACTOR shall be liable for any and all additional costs incurred by Owner as a result of a termination for this Section.

ARTICLE 7
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the OWNER to the CONTRACTOR in accordance with the provisions of Article 13 of the Construction Services General Conditions when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the PROJECT MANAGER and ARCHITECT.

ARTICLE 8
SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with NSID if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or

renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with NSID.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, NSID may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

ARTICLE 9

FORCE MAJEURE AND APPROPRIATION

- 9.01 In no event shall NSID be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of NSID; it being understood that NSID shall use reasonable efforts to resume performance as soon as practicable under the circumstances.
- 9.02 NSID's performance and obligation to pay under this Agreement is contingent upon appropriation by the NSID Governing Boards approval.

ARTICLE 10

MISCELLANEOUS PROVISIONS

- 10.1 Terms used in this Agreement which are defined in the Construction Services General Conditions of the Contract shall have the meanings designated in those Conditions.

- 10.2 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 10.3 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- 10.4 **NSID reserves the right to issue separate Purchase Order for the procurement of material, supplies and equipment in connection with this project if it is beneficial to NSID. Contractor shall be responsible for all Owner-Furnished equipment from date Contractor receives and takes possession of equipment furnished by the NSID until items are installed, and project is completed. Contractor shall be responsible for the installation of any Owner-furnished equipment.**
- 10.5 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without OWNER'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless OWNER shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the OWNER may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract in duplicate.

THIS AGREEMENT will be effective on _____, 202__.

ATTEST:

NORTH SPRINGS IMPROVEMENT DISTRICT

Grace Solomon, Secretary

Vincent Moretti, President

APPROVED AS TO FORM:

Richard Sarafan, District Attorney

CONTRACTOR

By: _____

Title: _____

Print Name: _____

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called CONTRACTOR, and _____, as Surety, are bound to the North Springs Improvement District, as Obligee, hereinafter called OWNER, in the amount of _____ Dollars (\$ _____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No. _____, awarded the _____ day of _____, 202__, with OWNER for _____ in accordance with drawings (plans) and specifications prepared by _____ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND IS THAT IF THE CONTRACTOR:

1. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 225.05(1) supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the Work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.
 - 2.2 A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
 - 2.3 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

***The Term Corporation shall include Corporation, Company, or Partnership**

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 202__.

WITNESS:

Secretary

(CORPORATE SEAL)

(Name of Corporation)

By: _____
(Signature and Title)

(Type Name & Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: () _____

***The Term Corporation shall include Corporation, Company, or Partnership**

State of _____
County of _____

On this, the _____ day of _____, 202__, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of corporate officer), _____ (title), of _____ (name of corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of _____

Printed, typed or stamped name of Notary Public exactly as
commissioned

- Personally known to me, or
- Produced identification:

(type of identification produced)

- Did take an oath, or
- Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation*)

***The Term Corporation shall include Corporation, Company, or Partnership**

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirement of Florida Statute 255.05, we, _____, as Principal, hereinafter called CONTRACTOR, and _____, as Surety, are bound to the North Springs Improvement District, as Obligee, hereinafter called OWNER, in the amount of _____ Dollars (\$ _____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No. _____, awarded the _____ day of _____, 202____ with OWNER for _____ in accordance with drawings (plans) and specifications prepared by _____ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND IS THAT IF THE CONTRACTOR:

1. Fully performs the Contract between the CONTRACTOR and the OWNER for construction of _____, within _____ calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials which appear within one (1) year after final acceptance of the work.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

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

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the OWNER elects, upon determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between

***The Term Corporation shall include Corporation, Company, or Partnership**

such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

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

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

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 202__.

WITNESSS:

(Name of Corporation)

Secretary

By: _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: _____
Agent and Attorney-in-Fact

Printed name

Address: _____
(Street)

(City/State/Zip Code)

Telephone No. _____

***The Term Corporation shall include Corporation, Company, or Partnership**

State of _____
County of _____

On this, the _____ day of _____, 202__, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of corporate officer), _____ (title), of _____ (name of corporation), a _____ (state of corporation) corporation*, on behalf of the corporation*.

WITNESS my hand
and official seal

Notary Public, State of _____

Printed, typed or stamped name of Notary
Public exactly as commissioned

- Personally known to me, or
 Produced identification:

(type of identification produced)

- Did take an oath, or
 Did not take an oath

Bonded by: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

***The Term Corporation shall include Corporation, Company, or Partnership**



NOTICE OF AWARD

Dated _____, 20_____

TO: _____
(Bidder - Use Full Name)

(Street Address)

(Town, State, Zip Code)

BID NAME: _____

BID NUMBER: _____

DESCRIPTION OF WORK : _____

You are notified that your Bid dated _____, 20___ for the above work has been awarded by the Coral Springs City Commission on _____.

The Contract price is _____ Dollars (\$_____).

1. Submit one (1) copy of the Performance and Payment Bonds within fifteen (15) calendar days to this office. Instructions to the Surety and the Principal for execution of the Bonds are as follows:

Where the Contractor is a Corporation, the Agreement and any Bonds must be executed by the President or the Chairman of the Board of the Corporation. The Agreement, or Bond, is accompanied by a statement certified by a Secretary of the Corporation. The signatures of the persons executing the Bond on behalf of the Principal and of the surety, respectively, shall each be dated on the signature line. If the Bond is executed by an Attorney-in-Fact for the Surety, the accompanying Power of Attorney must be executed by persons whose authority to do so is plainly identified on the face of the Power of Attorney.

Neither signatures nor the Corporate Seal may appear by facsimile unless the authority for them to appear in that form is plainly disclosed on the face of the document. The Secretary, or other properly authorized Officer, must certify and seal a statement declaring that the authority granted by the Power of Attorney remained in force on the date that the Bond was executed by the Attorney-in-Fact.

2. Include one (1) copy of your current Certificate of Insurance. The Certificate must name the OWNER (North Springs Improvement District) (NSID) as an additional insured and the standard cancellation clause must read as follows:

"Should any of the above-described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice to the below named certificate holder".

Failure to comply with these conditions within the time specified will entitle NSID to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within fifteen (15) days after you comply with the above conditions, NSID will return to you one fully signed counterpart of the Contract Documents.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact the Accounting Division Office at (954) 752-0400

Rod Colon, District Manager



NOTICE TO PROCEED

Dated _____, 20__

TO: _____
(Bidder)

PROJECT NO: _____

PROJECT: _____

OWNER'S CONTRACT NO: _____

CONTRACT FOR: _____

You are notified that the Contract time under the above Contract will commence to run on _____, 20____. By that date, you are to start performing the work, begin applying for any necessary permits, and perform your other obligations under the Contract Documents. The date of Substantial Completion is set forth in the Contract; it is _____, 20____. The date of Final Completion is thirty (30) calendar days after Substantial Completion.

Work at the site must be started by _____, 20__, as indicated in the Contract Documents.

(Owner)

By: _____
(Authorized Signature)

(Title)



CONSTRUCTION SERVICES GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these Construction Services General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

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

Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed including other Contract Documents that are attached to the Agreement or made a part thereof.

Application for Payment - The form accepted by NSID which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents. NSID prefers the AIA Format by the American Institute Architects.

ARCHITECT/ENGINEERING - Architectural or Engineering consulting firm representing NSID.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Change Order - A document recommended by Contractor, PROJECT MANAGER, or Owner which is signed by CONTRACTOR, PROJECT MANAGER, ARCHITECT/ENGINEER, and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement. All change orders require Board of Supervisors Approval.

Contract Documents - The Contract Documents consist of the Drawings, Plans and Specifications, Bid Form, CONTRACTOR'S Bid, including documentation accompanying Bid and post Bid documentation submitted prior to the Notice of Award, Qualifications Statement, Contract and all Exhibits attached thereto, Addenda, and Notice of Award, Notice to Proceed, Payment and Performance Bonds, the Construction Services General Conditions, Supplementary Conditions, any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the contract.

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of the Contract in the case of Unit Price Work).

Contract Time - The date stated in the Agreement for the completion of the work.

CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

Defective - An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to PROJECT MANAGER'S recommendation of final payment.

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared by the ARCHITECT/ENGINEER and are referred to in the Contract Documents.

Field Order - A written order issued by PROJECT MANAGER which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

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

Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to PROJECT MANAGER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents. This written notice will also state the dates of substantial and final completion of the project.

OWNER - North Springs Improvement District with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided. The OWNER'S representative shall be the District Manager or his designee unless otherwise specified in the Contract Documents.

PROJECT MANAGER - OWNER'S Construction Project Manager or as otherwise designated by the District Manager, which is usually the District in house Engineer or Consultant Engineer.

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

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

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

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

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

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

Work Allowance: A pre-set amount of funds added to the bid form pricing page. These moneys are only to be used for additional work that may be needed due to change orders and unforeseen conditions that increase the submitted bid amount, as approved by NSID (Owner). This work allowance will not be made part of the contract sum as shown in the contract documents.

Work Directive Change - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by PROJECT MANAGER ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in Paragraph 4.2 or 4.3 or to emergencies under Paragraph 5.13. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in Paragraph 9.

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

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Delivery of Bonds and Insurance:

Prior to award of the Contract by OWNER, CONTRACTOR shall deliver to OWNER copies of the certificate(s) of insurance evidencing the coverages required hereunder and specifically providing that the North Springs Improvement District is an additional named insured or additional insured. Payment and performance bonds which CONTRACTOR is required to furnish in accordance with this Contract must be provided to OWNER within fifteen (15) days after issuance of Notice of Award.

2.2 Commencement of Contract Time; Notice to Proceed:

The Work shall commence subsequent to the execution of this Contract by all parties and upon a written Notice to Proceed from OWNER. No Work shall be done at the site prior to the date on which the Contract Time commences to run.

OWNER shall furnish to CONTRACTOR up to two (2) copies of the Contract Documents. Additional copies will be furnished upon request, at the cost of reproduction.

2.3 Preconstruction Conference:

Within twenty (20) days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, PROJECT MANAGER, and ARCHITECT/ENGINEER and others as appropriate will be held to discuss the schedules referred to in Paragraph 2.4, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a Working understanding among the parties as to the Work.

2.4 Finalizing Schedules:

At least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, PROJECT MANAGER, and ARCHITECT/ENGINEER and others as appropriate will be held to finalize the schedules and procedures to establish a Working understanding among the parties. The finalized progress schedule will be acceptable to PROJECT MANAGER and ARCHITECT/ENGINEER as providing an orderly progression of the Work to completion within the Contract time, but such acceptance will neither impose on PROJECT MANAGER'S OR ARCHITECT/ENGINEER'S responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to PROJECT MANAGER and ARCHITECT/ENGINEER as providing a Workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to PROJECT MANAGER as to form and substance.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE

3.1 Entire Agreement:

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complimentary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida.

3.2 Intent:

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or ARCHITECT/ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents.

3.3 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, interpretations will be based on the following priorities:

1. Change Orders.
2. The Contract and the Exhibits thereto.
3. Addenda, with those of later date having precedence over those of earlier date.
4. The General Conditions of the Contract for Construction
5. Division 1 of the Specifications.
6. Drawings and Divisions of the Specifications
7. Other documents specifically enumerated in the Agreement as part of the Contract Documents.
8. Written interpretation or clarification from ARCHITECT/ENGINEER.

3.4 Amending and Supplementing Contract Documents:

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1 A Change Order; or

3.4.2 A formal written amendment.

3.5 Supplements, Minor Variations or Deviations:

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

3.5.1 ARCHITECT/ENGINEER'S approval of a Shop Drawing or sample; or

3.5.2 PROJECT MANAGER'S written interpretation or clarification.

3.5.3 A field order.

3.6 Reuse of Documents:

Neither CONTRACTOR nor any subcontractors or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect Contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other Documents (or copies of any thereof) prepared by or bearing the seal of the ARCHITECT/ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands:

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. CONTRACTOR shall provide at CONTRACTOR'S own expense and without liability to OWNER any and all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. CONTRACTOR shall furnish to OWNER copies of written permission that is obtained from the owners of such facilities. It is the responsibility of the CONTRACTOR to leave the additional lands in the same condition as prior to work startup. Any damages caused by CONTRACTOR will be remedied at CONTRACTOR'S expense.

4.2 Physical Conditions:

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

4.2.1.1 OWNER and ARCHITECT/ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

4.2.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the work, the costs of all of which will be considered as having been included in the Contract Price.

4.2.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any work affected thereby (except in an emergency as permitted by paragraph 5.13), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ARCHITECT/ENGINEER. ARCHITECT/ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility. CONTRACTOR shall be allowed an extension of the Contract Time to the extent that any delay is attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and of which existence CONTRACTOR could not reasonably have been expected to be aware. If the parties are unable to agree as to the appropriate length of delay, CONTRACTOR may make a claim therefore as provided in this Contract.

4.3 Reference Points:

OWNER shall provide engineering surveys to establish reference points for construction which in PROJECT MANAGER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work to

protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to PROJECT MANAGER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision and Superintendence:

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. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

5.2. Resident Superintendent:

CONTRACTOR shall keep on the worksite at all times during its progress a competent resident superintendent and any necessary assistants who shall not be replaced without written notice to OWNER and ARCHITECT/ENGINEER unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in his employ. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.3. Labor, Materials and Equipment:

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent (email, letter, etc.) given after prior written notice to PROJECT MANAGER.

5.3.1 Unless otherwise specified in the bid documents, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.3.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ARCHITECT/ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ARCHITECT/ENGINEER, or any of ARCHITECT/ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Articles 8 and 9.

5.4 Substitutes or "Or Equal" Items

5.4.1 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 ARCHITECT/ENGINEER if sufficient information is submitted by CONTRACTOR to allow ARCHITECT/ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by ARCHITECT/ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ARCHITECT/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. The application must state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct Contract with OWNER for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other CONTRACTORS affected by the resulting change, all of which shall be considered by ARCHITECT/ENGINEER in evaluating the proposed substitute. ARCHITECT/ENGINEER may require CONTRACTOR to

furnish at CONTRACTOR'S expense additional data about the proposed substitute.

- 5.4.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ARCHITECT/ENGINEER, if CONTRACTOR submits sufficient information to allow ARCHITECT/ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ARCHITECT/ENGINEER will be similar to that provided in Paragraph 5.4.1 as applied by ARCHITECT/ENGINEER and as may be supplemented in the Contract Documents.
- 5.4.3 ARCHITECT/ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ARCHITECT/ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ARCHITECT/ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

5.5 Concerning Subcontractors, Suppliers and Others:

- 5.5.1 CONTRACTOR shall be fully responsible to OWNER and ARCHITECT/ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons directly or indirectly employed by his Subcontractors, Suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with CONTRACTOR to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any Contractual relationship between OWNER or ARCHITECT/ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ARCHITECT/ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by laws and regulations.
- 5.5.2 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ARCHITECT/ENGINEER.

5.6 Patent Fees and Royalties:

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

5.7 Permits:

CONTRACTOR shall obtain and pay for all permits and licenses. CONTRACTOR shall pay all government charges and inspection fees as required by OWNER. OWNER reserves the right to waive all District fees as it deems appropriate all municipal permit and inspection fees related to this contract. However, OWNER shall require that CONTRACTOR to pay all fees relative to re-inspections, as they may be required from time to time.

5.8 Laws and Regulations:

5.8.1 CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work. Neither OWNER nor PROJECT MANAGER or ARCHITECT/ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any laws and regulations.

5.8.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any laws or regulations, CONTRACTOR shall give ARCHITECT/ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws or regulations, and without such notice to ARCHITECT/ENGINEER, CONTRACTOR shall bear all costs arising therefrom.

5.9 Taxes:

5.9.1 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 which are applicable during the performance of the Work.

5.10 Use of Premises:

5.10.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of Workers to the Project site and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, rights-of-way, permits and easements and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any

damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ARCHITECT/ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this Contract specifically applies to claims arising out of CONTRACTOR'S use of the premises.

- 5.10.2 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.
- 5.10.3 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

5.11 Record Documents:

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record Documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to PROJECT MANAGER and ARCHITECT/ENGINEER for reference. Upon completion of the Work, these record Documents, samples and Shop Drawings will be delivered to ARCHITECT/ENGINEER for OWNER.

5.12 Safety and Protection:

- 5.12.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to all employees on the worksite and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, irrigation systems, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

- 5.12.2 CONTRACTOR shall furnish watchmen, flagmen, warning signs, cones, barricades, flashing lights and other necessary safeguards in sufficient numbers and at appropriate locations to protect and divert vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new Work. Such watchmen and flagmen shall be furnished on a twenty-four (24) hour basis when conditions require. CONTRACTOR and all Subcontractors shall take all necessary precautions to guard against and eliminate all possible fire hazards and prevent injury to persons or fire damage to any construction, building materials, equipment, temporary field offices, storage sheds, and all other property, both public and private, particularly when gas or arc welding and cutting is taking place. Open flames including the use of flambeaux are strictly prohibited. No additional payment will be made for signs, barricades, lights, flags, watchmen, flagmen, required fire extinguishing apparatus and personnel, and other protective devices. CONTRACTOR shall not use explosives on the site, nor allow explosives of any type or nature to be brought upon the site of the construction, without the express written approval of OWNER and PROJECT MANAGER. When the use of explosives is authorized by OWNER and PROJECT MANAGER, CONTRACTOR shall exercise the utmost care in handling and usage of such explosives for the protection of life and property. All explosives shall be stored in a safe manner and storage places shall be clearly marked - "DANGEROUS - EXPLOSIVES" and placed in the care of competent watchmen. When such use of explosives becomes necessary, CONTRACTOR shall furnish to OWNER, proof of insurance coverage, adequately providing public liability and property damage insurance as a rider attached to CONTRACTOR'S policies unless otherwise included.
- 5.12.3 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety or persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused directly or indirectly by workers employed by and of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ARCHITECT/ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with Paragraph 13.8 that the Work is acceptable (except as otherwise expressly provided in connection with substantial Completion).
- 5.12.4 CONTRACTOR shall designate a responsible representative at the worksite whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

5.13 Emergencies:

- 5.13.1 In emergencies affecting the safety or protection of persons or the Work or property at the worksite or adjacent thereto, CONTRACTOR, without special instruction or authorization from ARCHITECT/ENGINEER to OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give PROJECT MANAGER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If PROJECT MANAGER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order will be issued or an amendment made through proper procedures to document the consequences of the changes or variations.
- 5.13.2 CONTRACTOR shall be required to remove all materials from the job site and provide safe storage for the same, that may be blown about or become a hazard during a hurricane or windstorm. CONTRACTOR shall also take necessary precautions to remove bulkheads, dams or other structures blocking drains in the event of the threat of flooding condition. No extra pay will be allowed for this Work.

5.14 Shop Drawings and Samples:

- 5.14.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the Project Specifications or plans, CONTRACTOR shall submit to ARCHITECT/ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions or for other appropriate action if so indicated, five (5) copies of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ARCHITECT/ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ARCHITECT/ENGINEER to review the information as required.
- 5.14.2 CONTRACTOR shall also submit to ARCHITECT/ENGINEER for review and approval with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 5.14.3 Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria,

installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

- 5.14.4 At the time of each submission, CONTRACTOR shall give ARCHITECT/ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ARCHITECT/ENGINEER for review and approval of each such variation. Failure to point out such departures shall not relieve CONTRACTOR from his responsibility to comply with the Contract Documents.

5.15 Continuing the Work:

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or as CONTRACTOR and OWNER may otherwise agree in writing.

5.16 Indemnification:

- 5.16.1 General Indemnification: The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for the work of the Contract shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, save and hold harmless OWNER, its officers, agents and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Work. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from
- (a) any and all bodily injuries, sickness, death, disease;
 - (b) injury to or destruction of tangible personal property, including the loss of use resulting therefrom;
 - (c) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this project including the warranty period;
 - (d) the use of any improper materials;
 - (e) any construction defect including patent defects;
 - (f) the violation of any federal, state, county or city laws, by-laws, ordinances or regulations by CONTRACTOR, his Subcontractors, agents, servants or employees;
 - (g) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

- 5.16.2 Patent and Copyright Indemnification: CONTRACTOR agrees to indemnify, save and hold harmless OWNER, its officers, agents and employees, from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against OWNER, its officers, agents and employees, on account of any claims, fines, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against OWNER, its officers, agents and employees for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 5.16.3 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of OWNER, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of OWNER when applicable.
- 5.16.4 OWNER reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of CONTRACTOR under the indemnification agreement. Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under the Contract. Nothing contained herein is intended nor shall it be construed to waive OWNER'S rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this Paragraph 5.16 and its subparts.

5.17 Liability for Use of Work for Intended Purposes:

As an inducement for OWNER'S Commission to enter into this agreement, CONTRACTOR has represented an expertise in the construction of and completion of like projects as described in these bid specs. In reliance upon those representations, OWNER hired CONTRACTOR for specified construction services and documents. CONTRACTOR understands and agrees that OWNER intends to utilize said plans for the stated purposes and therefore CONTRACTOR shall be liable for any defective or negligent design, whether patent or latent, as such may be found by a court of competent jurisdiction.

5.18 Design Responsibilities: Not Applicable to this project.

- 5.18.1 CONTRACTOR shall determine the general scope, extent and character of the work. CONTRACTOR shall prepare preliminary design documents, if applicable, consisting of final design criteria, preliminary drawings, outline specifications and written description of the work. CONTRACTOR shall submit the preliminary design documents to ARCHITECT/ENGINEER for review and authorization to proceed with the final design preparation. Upon written authorization from

ARCHITECT/ENGINEER to proceed with the final design, CONTRACTOR shall prepare final drawings, plans, specifications, technical criteria, written descriptions and design data and submit the same to ARCHITECT/ENGINEER for approval prior to commencing construction of the work. All final design documents, plans, reports, studies and other data prepared by CONTRACTOR shall bear the endorsement of a person in the full employ of CONTRACTOR and duly registered in the appropriate professional category.

- 5.18.2 After ARCHITECT/ENGINEER'S acceptance of the final design documents, the original set of CONTRACTOR'S drawings, tracings, plans and maps shall be provided to ARCHITECT/ENGINEER along with one (1) record set of full size prints. CONTRACTOR shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by CONTRACTOR. With the tracings and the record set of prints, CONTRACTOR shall submit a final set of design computations. The computations shall be bound in an 8-1/2" x 11" format and shall be endorsed (seal/signature as appropriate) by CONTRACTOR. Upon approval of the final design documents, ARCHITECT/ENGINEER shall issue a written authorization to commence construction.
- 5.18.3 Work Property of OWNER: All tracings, plans, specifications, maps and/or reports prepared or obtained under this agreement shall be considered works made for hire and shall become the property of OWNER without restriction or limitation on their use.
- 5.18.4 Performance Standards: All services shall be performed by CONTRACTOR to the satisfaction of ARCHITECT/ENGINEER who, upon making a determination of acceptance or satisfaction shall utilize generally accepted engineering standards as well as the design criteria found in the Florida Department of Transportation's, Broward County Engineering Division's and OWNER'S published and approved engineering standards. ARCHITECT/ENGINEER shall decide all questions, and disputes of any nature whatsoever that may arise by reason of the execution of this Agreement and the prosecution and fulfillment of the services hereunder.
- 5.18.5 Operations Manuals (If Applicable): Training: CONTRACTOR shall provide OWNER with two (2) hard copies and one (1) electronic copy of operating, maintenance and training manuals for the Work and shall assist OWNER in training OWNER'S staff to operate and maintain the work.

ARTICLE 6 - OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- 6.1.1 OWNER reserves the right to award separate contracts for, or to perform with its own forces, construction or operations related to the Work or other construction or operations at or affecting the project site, including portions of the Work which

may have been deleted by Change Order. CONTRACTOR shall cooperate with OWNER'S forces and Separate Contractors.

6.1.2 PROJECT MANAGER will provide coordination of the activities of OWNER'S forces and of each Separate Contractor with the Work of CONTRACTOR. CONTRACTOR shall participate with OWNER and Separate Contractors in joint review of construction schedules and project requirements when directed to do so.

6.1.3 The project, of which this Contract is a part, will include other contracts for work to be performed and work to be performed by the OWNER on the same site. By entering into this Contract, CONTRACTOR acknowledges that OWNER has the right to enter into other contracts with Separate Contractors, and to perform work, and that the work of said contracts and OWNER may (i) be in close proximity to and/or performed contemporaneously with the Work of this Contract, and (ii) result in delays in or disruptions to CONTRACTOR'S Work.

6.1.4 CONTRACTOR further agrees as follows:

6.1.4.1 The OWNER shall afford CONTRACTOR, Separate Contractors or OWNER forces reasonable opportunity for the introduction and storage of their materials and the execution of their work. CONTRACTOR shall properly connect and coordinate its construction and operations with the construction and operations of Separate Contractors and OWNER forces, as required by the Contract Documents.

6.1.4.2 CONTRACTOR shall cooperate with Separate Contractors and OWNER on the project site and will do nothing to delay, hinder, disrupt, or interfere with the work of Separate Contractors or OWNER. CONTRACTOR shall coordinate its Work with the work of any Separate Contractor and agrees to attend any coordination meetings scheduled for this purpose by the PROJECT MANAGER. Any dispute between the CONTRACTOR and any Separate Contractor over how the work of the various trades should be coordinated, shall be promptly submitted by CONTRACTOR to the PROJECT MANAGER. CONTRACTOR agrees to cooperate with the development of, and to be bound by, any reasonable coordination plan directed by PROJECT MANAGER to address the dispute, even if CONTRACTOR does not agree with the coordination plan so developed. CONTRACTOR agrees that if its work is delayed, hindered, disrupted or interfered with by a Separate Contractor, to the extent such delays, hindrances, disruptions, and interferences result in CONTRACTOR working beyond the Contract Time, through no fault of the CONTRACTOR, the CONTRACTOR shall be subject to a time extension, but no compensation from the OWNER, provided the CONTRACTOR complies with the requirements of the Contract for seeking a time extension, including without limitation, the requirements set forth in these General Conditions.

6.1.4.3 CONTRACTOR agrees that its sole remedy for damage or loss, including delay damages, suffered as a result of actions by a Separate Contractor, other than that specified in this Article, shall be against such Separate Contractor, their officers, agents, employees, consultants, subcontractors and, if available, surety bonds. CONTRACTOR further agrees to indemnify OWNER, their officers, agents, employees, consultants, or subcontractors for any damage or loss by a Separate Contractor allegedly caused by with the work of the CONTRACTOR or Separate Contractor except as provided in this Article.

6.2 MUTUAL RESPONSIBILITY

6.2.1 CONTRACTOR shall afford OWNER and Separate Contractors opportunity for introduction and storage of their materials and equipment and performance of their activities. CONTRACTOR shall connect, schedule, and coordinate its construction and operations with the construction and operations of OWNER and Separate Contractors in accordance with the direction of PROJECT MANAGER.

6.2.2 If a portion of the Work is dependent upon the proper execution or results of other construction or operations by OWNER or Separate Contractors, CONTRACTOR shall inspect such other construction or operations before proceeding with that portion of the Work. CONTRACTOR shall promptly report to PROJECT MANAGER apparent discrepancies or defects which render the other construction or operations unsuitable to receive the Work. Unless otherwise directed by PROJECT MANAGER, CONTRACTOR shall not proceed with the portion of the Work affected until apparent discrepancies or defects have been corrected. Failure of CONTRACTOR to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by OWNER or Separate Contractors is suitable to receive the Work, except as to defects not then reasonably discoverable.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between CONTRACTOR and Separate Contractors as to the responsibility under their respective contracts for maintaining the project site and surrounding areas free from waste materials and rubbish, OWNER may clean up and allocate the cost between those firms it deems to be responsible.

ARTICLE 7 - OWNER'S RESPONSIBILITIES - GENERALLY

- 7.1 OWNER shall issue all communications to CONTRACTOR through PROJECT MANAGER.
- 7.2 OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR pursuant to Article 13.
- 7.3 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Article 4. Article 4 also refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site which are known and readily available to OWNER.
- 7.4 OWNER is obligated to execute Change Orders as indicated in Articles 9, 10 & 11.
- 7.5 OWNER shall have such other responsibilities and rights as are expressed in the Contract Documents.

ARTICLE 8 – INSPECTION DURING CONSTRUCTION

8.2 Visits to Site:

PROJECT MANAGER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. PROJECT MANAGER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site inspections, PROJECT MANAGER shall keep OWNER informed of the progress of the Work and shall endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Technical Clarifications and Interpretations:

ARCHITECT/ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the technical requirements of the Contract Documents as ARCHITECT/ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase

in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in this Contract. Should CONTRACTOR fail to request interpretation of questionable items in the Contract Documents neither OWNER nor ARCHITECT/ENGINEER will thereafter entertain any excuse for failure to execute the Work in a satisfactory manner.

8.4 Authorized Variations in Work:

ARCHITECT/ENGINEER may authorize minor variations in the Work from the technical requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a field order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a field order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided elsewhere in this Contract.

8.5 Rejecting Defective Work:

ARCHITECT/ENGINEER will have the authority to disapprove or reject Work which ARCHITECT/ENGINEER believes to be defective and will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

8.6 Decisions on Disputes:

ARCHITECT/ENGINEER will be the initial interpreter of the technical requirements of the Contract Documents and the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred initially to ARCHITECT/ENGINEER in writing with a request for a formal decision in accordance with this Paragraph, which ARCHITECT/ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ARCHITECT/ENGINEER and OWNER promptly, but in no event later than three (3) days after the occurrence of the event giving rise thereto and written supporting data will be submitted to ARCHITECT/ENGINEER and OWNER within seven (7) calendar days after such occurrence unless ARCHITECT/ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim. The rendering of a decision by ARCHITECT/ENGINEER with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 13.8) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the

Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

8.7 Limitations on ARCHITECT/ENGINEER'S Responsibilities:

8.7.1 Neither ARCHITECT/ENGINEER'S authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by ARCHITECT/ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ARCHITECT/ENGINEER or CONTRACTOR, any Subcontractor, any supplier, or any other person or organization performing any of the Work, or to any surety for any of them except as such duties and responsibilities are included within the Contract Documents.

8.7.2 ARCHITECT/ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work. ARCHITECT/ENGINEER shall not be responsible for safety measures on the project. This is the responsibility of the CONTRACTOR.

ARTICLE 9 - CHANGES IN THE WORK

9.1 OWNER, without invalidating the Agreement, may order changes in the work which do not materially alter the scope and character of the work of the Agreement or the completion date. All such changes in the work shall be authorized by a Change Order. Any individual Change Order which decreases the cost of the work to OWNER or increases the cost of the work by an amount not in excess of forty-five thousand and xx/100 dollars (\$45,000.00) must be authorized and approved by OWNER'S Governing Board prior to their issuance. Such authorization for Change Order approvals has a cumulative limit of twenty percent (20%) of the original contract award amount. Any individual Change Order which increases the cost of the work to OWNER by an amount which exceeds forty-five thousand and xx/100 dollars (\$45,000.00), or any Change Order submitted for approval after the cumulative twenty percent (20%) limit has been reached, must be formally authorized and approved by the OWNER'S Governing Board prior to their issuance and before work may begin. No claim against OWNER for extra work in furtherance of such Change Order shall be allowed unless prior approval has been obtained.

9.2 If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefor as provided in Article 10 or Article 11.

9.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented except in the case of an

emergency and except in the case of uncovering Work as those situations are addressed herein.

9.4 OWNER and CONTRACTOR shall execute appropriate change orders or written amendments covering:

9.4.1 Changes in the Work which are ordered by OWNER pursuant to Paragraph 9.1, and/or are required to correct defective Work or are agreed to by the parties; and

9.4.2 Changes in the Contract Price or Contract Time which are agreed to by the parties.

Provided that, in lieu of executing any such change order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable laws and regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule. Proposed change orders shall be prepared by CONTRACTOR on forms approved by OWNER. All Change Order submissions shall carry the signatures of the PROJECT MANAGER, ARCHITECT/ENGINEER and CONTRACTOR and be submitted for approval in accordance with Article 9.1.

9.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be CONTRACTOR'S sole responsibility, and the amount of each applicable bond shall be adjusted accordingly.

ARTICLE 10 - CHANGE OF CONTRACT PRICE

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

10.2 The Contract Price may only be changed by a Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered to ARCHITECT/ENGINEER promptly (but in no event later than three (3) days after the occurrence of the event giving rise to the amount of the claim with supporting data to be delivered within seven (7) days and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. No resolution of a claim for adjustment in the Contract Price shall be effective until approved by OWNER in writing. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

10.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- 10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- 10.3.2 In accordance with the requirements of Article 9.1, by mutual acceptance of a lump sum (which may include an allowance for overhead and profit including any subcontractor fees) which shall not exceed 25% of the original contract price as defined herein or contract price as modified by an acceptable change order or written amendment executed by all parties.
- 10.3.3 On the basis of the cost of the Work (determined as provided in Paragraphs 10.4 and 10.5) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in Paragraphs 10.6 and 10.7).
- 10.3.4 Any

ARTICLE 11 - CONTRACT TIME

11.1 Commencement:

The date of commencement of the Work is the date established in the Notice to Proceed.

11.2 Time of Substantial Completion:

The date of substantial completion of the Work or designated portion thereof is the date certified by ARCHITECT/ENGINEER when construction is sufficiently complete, in accordance with the Contract Documents, so OWNER can occupy or utilize the Work or designated portion thereof for the purposes for which it is intended.

11.3 Change of Contract Time:

- 11.3.1 All time limits stated in the Contract Documents are of the essence of the Agreement. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE OWNER BY REASON OF ANY DELAYS. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from OWNER for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of OWNER or its agents. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of

time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

11.3.2 **NO RECOVERY FOR EARLY COMPLETION.** If the CONTRACTOR submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the OWNER shall not be liable to the CONTRACTOR for any costs incurred because of delay or hindrance should the CONTRACTOR be unable to complete the Work before such milestone or completion date. The duties, obligations and warranties of the OWNER to the CONTRACTOR shall be consistent with and applicable only to the completion of the work and completion dates set forth in these Construction Services General Conditions.

11.3.3 The Contract Time may only be changed by a change order or a written amendment. Any claim for extension of time shall be made in writing to ARCHITECT/ENGINEER not more than three (3) days after the detection or beginning of the occurrence of the event giving rise to the delay and stating the general nature of the claim; otherwise, it shall be waived. In the case of a continuing delay only one claim is necessary. CONTRACTOR shall provide an estimate of the probable effect of such delay on the progress of the Work.

11.4 **Liquidated Damages:**

Upon failure of CONTRACTOR to complete the Work within the time specified for final completion, (plus approved extensions if any) CONTRACTOR shall pay to OWNER the sum of **TWO HUNDRED** dollars (**\$200**) for each calendar day that the substantial completion of the Work is delayed beyond the time specified in the Contract for substantial completion, as fixed and agreed liquidated damages and not as a penalty. After substantial completion, if CONTRACTOR neglects, fails or refuses to complete the remainder of the Work within the Contract Time or any approved extension thereof, CONTRACTOR shall pay to OWNER the sum of **ONE HUNDRED** dollars (**\$100**) for each calendar day (plus approved extensions if any) after the time specified in the Contract for final completion and readiness for final payment as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by OWNER as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above- stated liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. OWNER shall have the right to deduct from and retain out of moneys which may be then due or which may become due and payable to CONTRACTOR, the amount of such liquidated damages and if the amount retained by OWNER is insufficient to pay in full such liquidated damages, the CONTRACTOR shall

pay in full such liquidated damages. CONTRACTOR shall be responsible for reimbursing OWNER, in addition to liquidated damages or other per day damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the project beyond the completion date specified or beyond an approved extension of time granted to CONTRACTOR whichever is later.

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

12.1 Warranty and Guarantee:

CONTRACTOR warrants and guarantees to OWNER and ARCHITECT/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 CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted. CONTRACTOR warrants to OWNER that the consummation of the Work provided for in the Contract Documents will not result in the breach of any term or provisions of, or constitute a default under any indenture, mortgage, Contract, or agreement to which CONTRACTOR is a party. CONTRACTOR warrants that there has been no violation of copyrights or patent rights in connection with the Work of the Contract.

12.2 Access to Work:

ARCHITECT/ENGINEER, PROJECT MANAGER and other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Tests and Inspection:

- 12.3.1 CONTRACTOR shall give ARCHITECT/ENGINEER, PROJECT MANAGER, or City Building Division Inspector timely notice of readiness of the Work for all required inspections, tests or approvals.
- 12.3.2 CONTRACTOR shall assume full responsibility, pay all costs in connection therewith and furnish ARCHITECT/ENGINEER the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part thereof unless otherwise specified herein.
- 12.3.3 If any Work (including the Work of others) that is to be inspected, tested or approved is covered without written concurrence of ARCHITECT/ENGINEER, it must, if requested by ARCHITECT/ENGINEER, be uncovered for examination and properly restored at CONTRACTOR'S expense. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ARCHITECT/ENGINEER timely notice of CONTRACTOR'S intention to cover

the same and ARCHITECT/ENGINEER has not acted with reasonable promptness in response to such notice.

- 12.3.4 Neither observations by ARCHITECT/ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

12.4 Uncovering the Work:

- 12.4.1 If any work is covered contrary to the written request of ARCHITECT/ENGINEER, it must, if requested by ARCHITECT/ENGINEER, be uncovered for ARCHITECT/ENGINEER'S observation and replaced at CONTRACTOR'S expense.

- 12.4.2 If ARCHITECT/ENGINEER considers it necessary or advisable that covered work be observed by ARCHITECT/ENGINEER or inspected or tested by others, CONTRACTOR, at ARCHITECT/ENGINEER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as ARCHITECT/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, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including but not limited to fees and charges of engineers, architects, attorneys and other professional(s)), and OWNER shall be entitled to an appropriate decrease in the contract price, and if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in the contract documents. If, however, such work is not found to be defective, CONTRACTOR shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in the contract documents.

12.5 OWNER May Stop the Work:

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled Workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

12.6 Correction or Removal of Defective Work:

If required by ARCHITECT/ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ARCHITECT/ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.7 One Year Correction Period:

If within one (1) year after the date of completion or such longer period of time as may be prescribed by laws or regulations or 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, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If 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, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by written amendment.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values:

The schedule established as provided in Paragraph 2.4 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ARCHITECT/ENGINEER.

13.2 Application for Progress Payment:

At least ten (10) days before each progress payment is scheduled, CONTRACTOR shall submit to ARCHITECT/ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. 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 a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these Construction Services General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.3 CONTRACTOR'S Warranty of Title:

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of final payment free and clear of all Liens.

13.4 Review of Applications for Progress Payments:

ARCHITECT/ENGINEER will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ARCHITECT/ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall make payment to CONTRACTOR within thirty (30) calendar days after approval by the ARCHITECT/ENGINEER of CONTRACTOR'S requisition for payment.

13.5 Grounds for Refusal:

ARCHITECT/ENGINEER may refuse to recommend the whole or any part of any payment if, in ARCHITECT/ENGINEER'S opinion, it would be incorrect to make such representation to OWNER. ARCHITECT/ENGINEER 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 ARCHITECT/ENGINEER'S opinion to protect OWNER from loss because:

- 13.5.1 The Work is defective, or completed Work has been damaged requiring correction or replacement.
- 13.5.2 The Contract Price has been reduced by Written Amendment or Change Order.
- 13.5.3 Of ARCHITECT/ENGINEER'S actual knowledge of the occurrence of any of the events outlined elsewhere in the Contract Documents that represent grounds for refusal of payment in whole or part. OWNER may refuse to make payment of the full amount recommended by ARCHITECT/ENGINEER because claims have been made by OWNER on account of CONTRACTOR'S performance or furnishing of the Work or Liens have been filed in connection with the Work or

there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR written notice stating the reasons for such action within a reasonable time from receipt of ARCHITECT/ENGINEER'S recommendation for payment on that matter.

13.6 Substantial Completion and Punch List:

- 13.6.1 Following substantial completion as defined in Article 11.2, ARCHITECT/ENGINEER shall develop a single list of items and the estimated cost to complete each item on the list required to render complete, satisfactory, and acceptable construction services purchased by OWNER in accordance with Sections 218.735 and 255.077, Florida Statutes, as amended from time to time (hereinafter referred to as the "Punch List").
- 13.6.2 ARCHITECT/ENGINEER shall develop and review the Punch List by conducting a site/field visit and evaluating the Work completed against the scope of service(s), applicable specifications, plans and drawings. Such evaluation may be completed by visual and/or physical inspection. The CONTRACTOR shall determine the cost of each item on the Punch List and this shall be verified by ARCHITECT/ENGINEER by determining the pro rata share of work to be completed versus work that has been done through the use of unit prices or any other cost value(s) of the Work.
- 13.6.3 For construction projects having an estimated cost of less than \$10 million, the Punch List will be developed within thirty (30) calendar days after reaching substantial completion. For construction projects having an estimated cost of more than \$10 million, the Punch List will be developed within thirty (30) calendar days, or if extended by contract, up to forty-five (45) calendar days after reaching substantial completion.
- 13.6.4 ARCHITECT/ENGINEER shall provide the Punch List to CONTRACTOR within five (5) days after the Punch List has been developed and reviewed.
- 13.6.5 A Punch List shall be provided for each building, structure or phase if multiple buildings or structures are to be constructed or if the construction involves a multi-phased project.

13.7 Final Inspection:

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ARCHITECT/ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

13.8 Final Application for Payment:

After CONTRACTOR has completed all such corrections to the satisfaction of ARCHITECT/ENGINEER and OWNER and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked up record Documents and other Documents - all as required by the Contract Documents, and after ARCHITECT/ENGINEER has indicated that the Work is acceptable, 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 OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of 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 OWNER or OWNER'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, CONTRACTOR may furnish a bond or other collateral satisfactory to OWNER to indemnify OWNER against any lien. In addition, CONTRACTOR shall also submit with the final application for payment, the completed set of "As-Built" prints for review and approval (if Applicable). Final payment to CONTRACTOR shall not be made until said prints have been reviewed and approved by ARCHITECT/ENGINEER. Prior to approval, if necessary, the prints may be returned to CONTRACTOR for changes or modifications and if in the opinion of ARCHITECT/ENGINEER they do not represent correct or accurate "AS-BUILTS".

13.9 Final Payment and Acceptance:

- 13.9.1 If, on the basis of ARCHITECT/ENGINEER'S observation of the Work during construction and final inspection, and ARCHITECT/ENGINEER'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ARCHITECT/ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ARCHITECT/ENGINEER will, within ten (10) days after receipt of the final Application for Payment, indicate in writing ARCHITECT/ENGINEER'S recommendation of payment and present the Application to OWNER for payment. Thereupon ARCHITECT/ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable. Otherwise, ARCHITECT/ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ARCHITECT/ENGINEER'S recommendation and notice of acceptability, the amount recommended by ARCHITECT/ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

- 13.9.2 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ARCHITECT/ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ARCHITECT/ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, 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 CONTRACTOR to ARCHITECT/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.
- 13.9.3 Any moneys not paid by OWNER when claimed to be due to CONTRACTOR under this Contract shall not be subject to interest, including but not limited to pre-judgment interest.

13.10 CONTRACTOR'S Continuing Obligation:

13.11 Waiver of Claims:

The acceptance of final payment shall constitute a waiver of all claims by CONTRACTOR against 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 ARCHITECT/ENGINEER, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER 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 ARCHITECT/ENGINEER, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents. OWNER other than those previously made in writing and still unsettled as of the date of final payment.

13.12 OWNER May Suspend Work:

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and ARCHITECT/ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in the Contract Documents.

13.13 OWNER May Terminate:

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

- 13.13.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect, or if 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.
- 13.13.2 If a petition is filed against 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 CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- 13.13.3 If CONTRACTOR makes a general assignment for the benefit of creditors.
- 13.13.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of 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 CONTRACTOR'S creditors.
- 13.13.5 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due.
- 13.13.6 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time).
- 13.13.7 If CONTRACTOR disregards laws or regulations of any public body having jurisdiction.
- 13.13.8 If CONTRACTOR disregards the authority of ARCHITECT/ENGINEER and/or PROJECT MANAGER.
- 13.13.9 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may, after giving CONTRACTOR and the surety seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and

use the same to full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case 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 CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ARCHITECT/ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this Paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

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

13.14 Termination for Convenience of OWNER:

Upon seven (7) days written notice delivered by certified mail to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, terminate the agreement for OWNER'S convenience whenever OWNER determines that such termination is in the best interests of OWNER. Where the agreement is terminated for the convenience of OWNER, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of the OWNER under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding Subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and subcontracts, except as they may be necessary, and complete any continued portions of the work.

13.15 Termination by CONTRACTOR:

If the Work should be stopped under an order of any court of other public authority for a period of more than ninety (90) days through no act or fault of CONTRACTOR or of anyone employed by him, or if ARCHITECT/ENGINEER fails to review and approve or state in writing reasons for non-approval of any application for payment within thirty (30)

days after it is submitted or if OWNER fails to pay CONTRACTOR within thirty (30) days after presentation by ARCHITECT/ENGINEER of any sum determined to be due, then CONTRACTOR may, upon ten (10) days written notice to OWNER and ARCHITECT/ENGINEER stop Work or terminate this Contract and recover from OWNER, payment for all Work executed and any expense sustained. The provisions of this Paragraph shall not relieve CONTRACTOR of the obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 14 - NOTICES & COMPUTATION OF TIME

14.1 Giving Notice:

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

CONTRACTOR:

The business address of CONTRACTOR is: as stated in contract

OWNER: North Springs Improvement District

The business address of OWNER is: 9700 NW 52nd Street
Coral Springs, FL 33076

14.2 Computation of Time:

When any period of time is referred to in the Contract Documents by days it will be calendar days and it will be computed to exclude the first and include the last day of such period. If the last day of the final amended contract time falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

ARTICLE 15 – MISCELLANEOUS

15.1 Should OWNER or CONTRACTOR suffer injury or damage to 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 will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this Paragraph 15.1 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

15.2 The duties and obligations imposed by these Construction Services General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular

but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to OWNER and ARCHITECT/ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of the Agreement.

- 15.3** CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without OWNER'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless OWNER shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the OWNER may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.
- 15.6** The validity, construction and effect of the Contract Documents shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of the Contract Documents shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.
- 15.7** CONTRACTOR understands, acknowledges and agrees that the CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:
- 15.7.1** Keep and maintain public records that ordinarily and necessarily would be required by OWNER in order to perform the same service being rendered within the Contract Documents.

- 15.7.2** Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided within Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided by law.
- 15.7.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 15.7.4** Meet all requirements for retaining public records and transfer, at no cost, to OWNER all public records in possession of CONTRACTOR upon termination of the Contract. Further, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to OWNER in a format that is compatible with the then current OWNER computer systems.
- 15.7.5** CONTRACTOR understands, acknowledges and agrees that OWNER is required, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, to ensure compliance with this section by enforcing the terms of this Article. As a result of the foregoing, any violation of this Article 15.7 shall be a material breach and the Contract may be terminated by OWNER without any penalty.
- 15.7.6** Prior to termination, OWNER shall give written notice to CONTRACTOR that CONTRACTOR is in violation of this section. CONTRACTOR shall have five (5) business days to cure a violation of this section.
- 15.7.7** Notwithstanding any other provisions in the Contract Documents to the contrary, CONTRACTOR shall be liable for any and all damages, including but not limited to, consequential and incidental damages that may arise out of breach of this Article 15.7.

ARTICLE 16 - BONDS AND INSURANCE

16.1 Construction, Payment and Performance Bonds:

Within fifteen (15) calendar days after issuance of Notice of Award, but in any event prior to commencing Work, CONTRACTOR shall execute and furnish to OWNER a performance bond and a payment bond, each written by a corporate surety authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

To OWNER, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualifications in accordance with the latest edition of A.M. Best's Credit Ratings, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

Financial Strength Rating	A
Financial Size	VIII

Two (2) separate bonds are required, and both must be approved by Owner. The penal sum stated in each bond shall be the amount equal to the total amount payable under the Contract. The performance bond shall be conditioned that CONTRACTOR perform the Contract in the time and manner prescribed in the Contract. The payment bond shall be conditioned that CONTRACTOR promptly make payments to all persons who supply CONTRACTOR with labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the Work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save and hold harmless OWNER to the extent of any and all payments in connection with the carrying out of said Contract which OWNER may be required to make under the law.

16.2 Bonds, Reduction After Final Payment:

Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Contract Price, or an additional bond shall be conditioned that CONTRACTOR shall correct any defective or faulty Work or material which appears within one (1) year after final completion of the Contract, upon notification by the OWNER except in Contracts which are concerned solely with demolition Work, in which case the twenty five percent (25%) shall not be applicable.

16.3 Duty to Substitute Surety:

If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within five (5) days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

16.4 INSURANCE

16.4.1 Bidders must submit copies of their current certificate(s) of insurance together with the Bid. Failure to do so may cause rejection of the Bid.

16.4.2

PRIOR TO AWARD OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE NORTH SPRINGS IMPROVEMENT DISTRICT IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL BIDDER UNDER THE CONTRACT. Insurance Companies selected must be acceptable to the OWNER. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to OWNER by certified mail.

16.4.3

The Successful Bidder shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance which must include the following coverage and minimum limits of liability:

- (b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Bidder in the performance of the work with the following minimum limits of liability:

\$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
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- (c) Comprehensive General Liability with the following minimum limits of liability:

\$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
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Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

- 16.4.4 CONTRACTOR shall maintain the Products/Completed Operations Liability Insurance for a period of at least two (2) years after final payment for the Work and furnish OWNER with evidence of continuation of such insurance at final payment.
- 16.4.5 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:
- Financial Stability B+ to A+
- 16.4.6 The Successful Bidder shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million Dollars (\$1,000,000) for each category), and the Successful Bidder shall provide verification thereof to OWNER upon request of OWNER.
- 16.4.7 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against OWNER with the express intention of the parties being that the required insurance coverage protect both parties as the primary coverage for any and all losses covered by the above-described insurance.
- 16.4.8 The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against OWNER for payment or assessments in any form on any policy of insurance.
- 16.4.9 The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which OWNER is named as an additional named insured shall not apply

to OWNER. OWNER shall provide written notice of occurrence within fifteen (15) working days of OWNER's actual notice of such an event.

- 16.4.10 The Successful Bidder shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 6.4.11 The Successful Bidder agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of OWNER.
- 16.4.12 Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and OWNER, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.

16.5 OWNER'S Liability and Insurance:

OWNER shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the Work. OWNER specifically reserves all statutory and common law rights and immunities, and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

ARTICLE 17 – RECORDS AND AUDIT

- 17.1 OWNER reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by OWNER. If required by OWNER, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by OWNER. CONTRACTOR shall allow NSID to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE DISTRICT @ clerk@nsidfl.gov or CALL (954) 752-0400 District Clerks Office.

17.2 CONTRACTOR understands, acknowledges and agrees that the CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

17.2.1 Keep and maintain public records required by the OWNER to perform the service.

17.2.2 Upon request from the OWNER'S custodian of public records, provide the OWNER With a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or OWNER policy.

17.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the OWNER.

17.3.1 A request to inspect or copy public records relating to a OWNER's contract for services must be made directly to the OWNER. If the OWNER does not possess the requested records, the OWNER shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the OWNER or allow the records to be inspected or copied within a reasonable amount of time.

17.3.2 If a CONTRACTOR does not comply with the OWNER's request for records, the CITY shall enforce the contract provisions in accordance with the contract.

17.3.3 A CONTRACTOR who fails to provide the public records to NSID within a reasonable time may be subject to penalties under Section 119.10.

17.4 CIVIL ACTION

17.4.1 If a civil action is filed against a CONTRACTOR to compel production of public records relating to a OWNER'S contract for services, the court shall assess an award

against the CONTRACTOR the reasonable costs of enforcement, including reasonable attorney fees, if:

- (1) The court determines that the CONTRACTOR unlawfully refused to comply with the public records request within a reasonable time; and
- (2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the CONTRACTOR has not complied with the request, to the OWNER and to the CONTRACTOR.

(b) A notice complies with subparagraph (a)2. if it is sent to the OWNER'S custodian of public records and to the CONTRACTOR at the CONTRACTOR's address listed on its contract with the OWNER or to the CONTRACTOR's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A CONTRACTOR who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

ARTICLE 18 – E-VERIFY

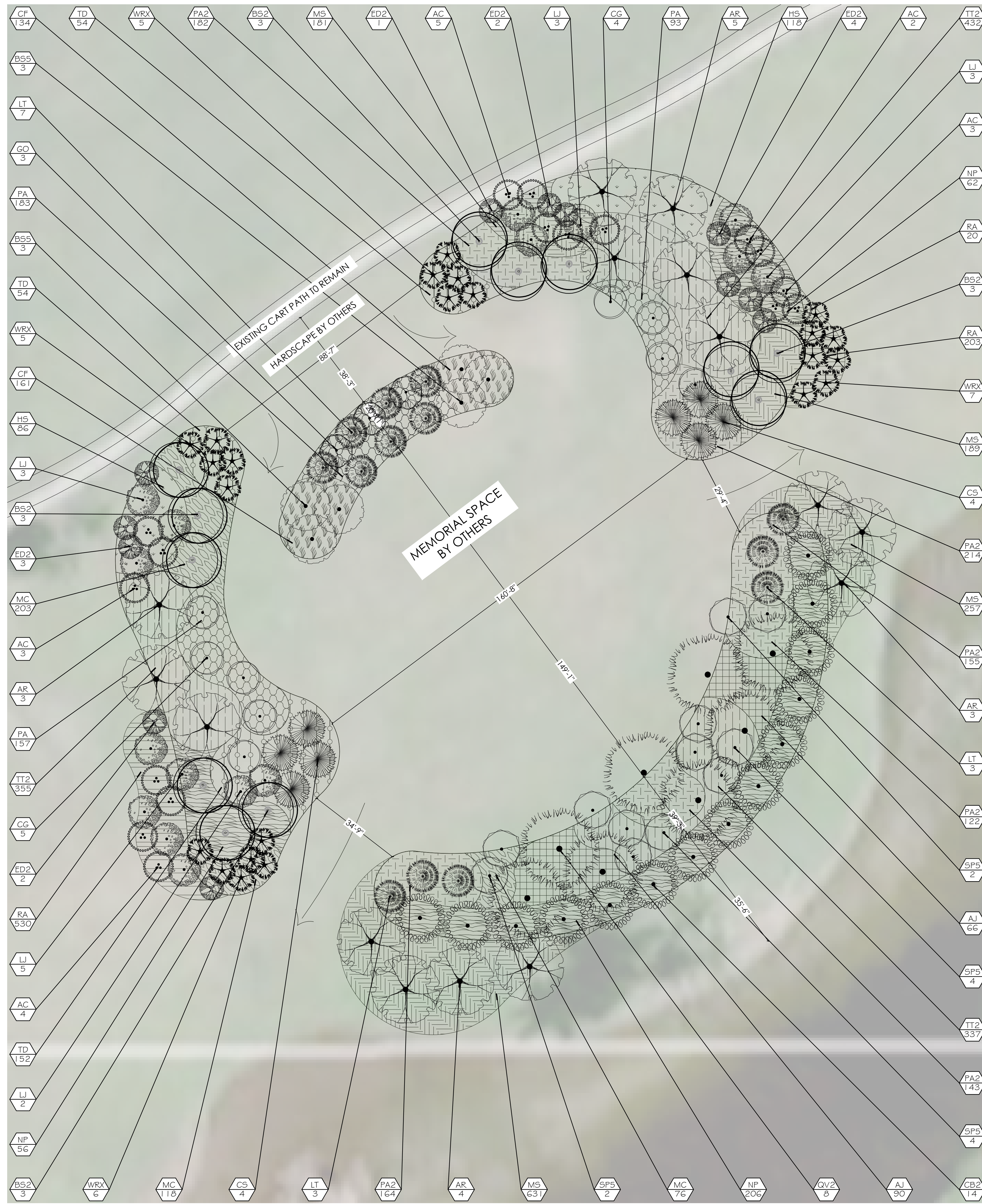
In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

- (a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees.



***Landscape Parkland 17
Memorial Site***

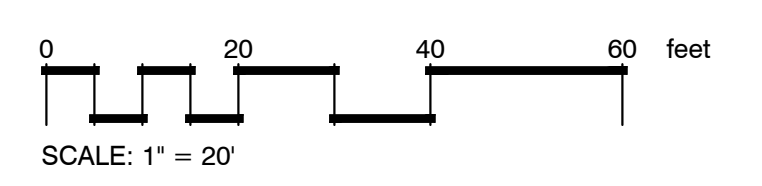
Landscape & Irrigation Plan



LANDSCAPE 17 PARKLAND - MEMORIA;L SITE | PLANT SCHEDULE

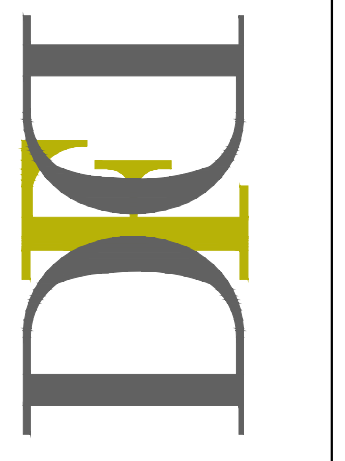
TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	AR	15	Acer rubrum / Red Maple	14'-16' OA Ht.
	AC	17	Adonia merillii / Christmas Palm	Min. 6' C.T., Double-Trunk
	BS2	12	Bismarckia nobilis 'Silver' / Silver Bismark Palm	2'-3' C.T.
	BS5	6	Bursera simaruba / Gumbo Limbo	Min. Req., 14'-16' OA Ht., 4" DBH
	CB2	14	Calophyllum brasiliense / Brazilian Beautyleaf	12' O.A. & 2" DBH min.
	CG	9	Cattleya guava / Cattley Guava	25 gal./Multi Trunk/7'-9' O.A. Ht.
	CS	8	Conocarpus erectus 'Sericeus' / Silver Buttonwood	10'-12' OA Ht., Multi-Trunk
	ED2	12	Elaeocarpus decipiens TM / Japanese Blueberry Tree	14'-16' OA Ht., Full to Base
	GO	3	Guaiacum officinale / Lignum Vitae	45 Gal., Std., Full
	LT	13	Lagerstroemia indica 'Tuscarora' / Crape Myrtle	8'-10' OA Ht., Multi-Trunk, Matched Hts.
	LJ	16	Ligustrum japonicum / Japanese Privet	6'-8' O.A.
	QV2	8	Quercus virginiana / Southern Live Oak	15'-18' O.A.
	SP5	12	Senna polyphylla / Desert Cassia	6' OA Ht., Matched
	WRX	23	Washingtonia robusta / Mexican Fan Palm	8'-10' C.T.

SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	AJ	156	Acalypha wilkesiana 'Java White' / Java White Wilkes' Copperleaf	3 Gal., Full
	CF	295	Canna flaccida / Yellow Canna	3 Gal., Full
	HS	204	Hamelia patens 'Dwarf Red' / Dwarf Red Firebush	3 Gal., Full
	MS	1,258	Microsorium scolopendria / Wart Fern	3 Gal., Full
	MC	397	Muhlenbergia capillaris / Pink Muhly Grass	3 Gal., Full
	NP	324	Nerium oleander 'Pink' / Pink Oleander	3 Gal., Full
	PA	433	Pennisetum setaceum 'Alba' / White Fountain Grass	3 Gal., Full
	PA2	980	Plumbago auriculata / Blue Plumbago	3 Gal., Full
	RA	753	Rhaphiolepis indica 'Alba' / White Indian Hawthorn	3 Gal., Full
	TT2	1,124	Thryallis glauca / Thryallis	3 Gal., Full
	TD	260	Tripsacum dactyloides nana / Dwarf Fakahatchee Grass	3 Gal., Full



PROPOSED LANDSCAPE PLAN & SCHEDULE
 SEE PROPOSED BERM LAYOUT ON SHEET LA - 2

DAVID FONT DESIGN
 INTERIOR | EXTERIOR
 11820 N.W. 37TH STREET
 CORAL SPRING, FLORIDA 33065
 PH: 954.283.8839 FAX: 954.773.9811
 EMAIL: INFO@DAVIDFONTDESIGN.COM



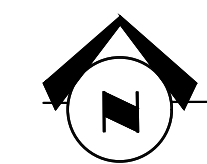
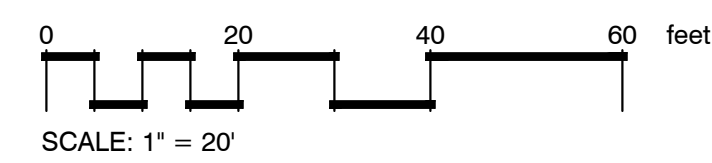
LANDSCAPE PARKLAND 17 MEMORIAL SITE

DAVID FONT, A.S.A. P.L.A.
 LA 6666B 2/2

REVISIONS:

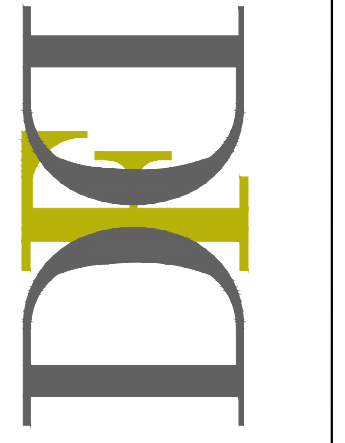
SUBMITTAL DATE
 10/26/2023

LA-1



PROPOSED BERM LAYOUT PLAN
SEE PROPOSED PLANTING IMAGERY ON SHEET LA-3

DAVID FONT DESIGN
INTERIOR | EXTERIOR
11820 N.W. 37th Street
Coral Springs, Florida 33065
PH: 954.283.8839 FAX: 954.773.9841
EMAIL: INFO@DAVIDFONTDESIGN.COM



LANDSCAPE PARKLAND 17
MEMORIAL SITE

DAVID FONT, ASLA, PLA
LA 6666B22

REVISIONS:

SUBMITTAL DATE
10/26/2023

LA-2

TREES & PALMS



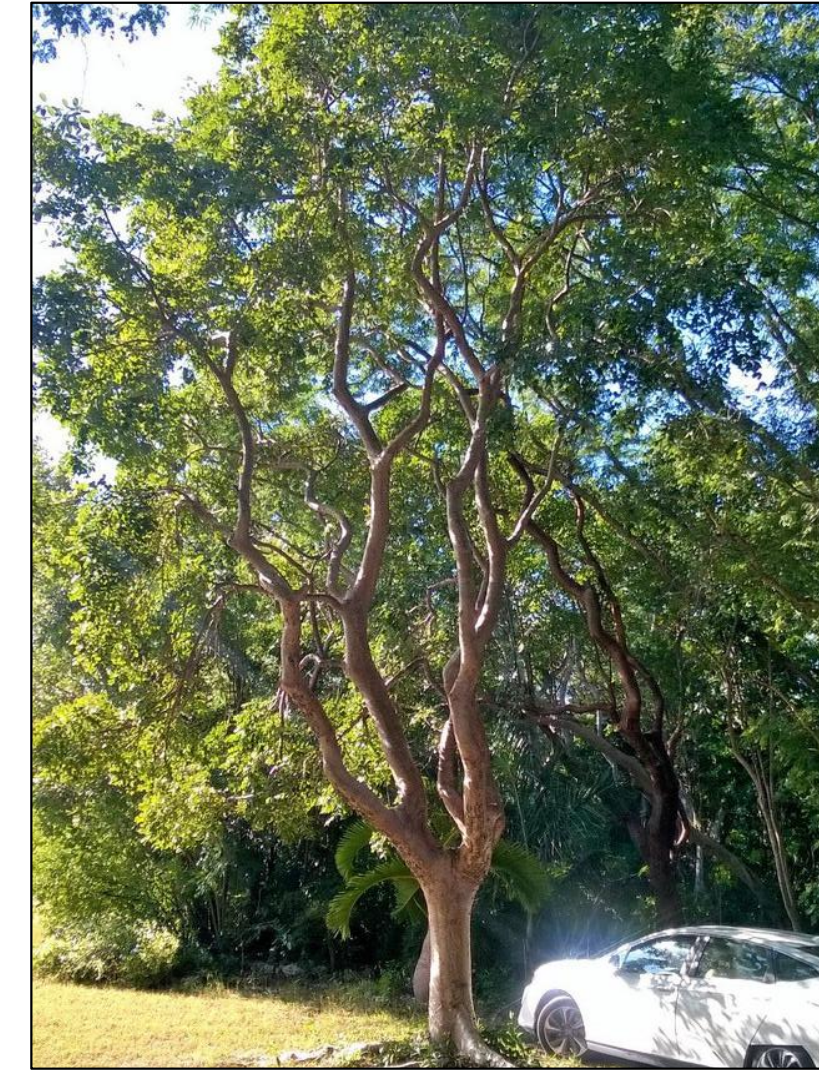
AR | RED MAPLE



AC | CHRISTMAS PALM



BS2 | BISMARK TREE



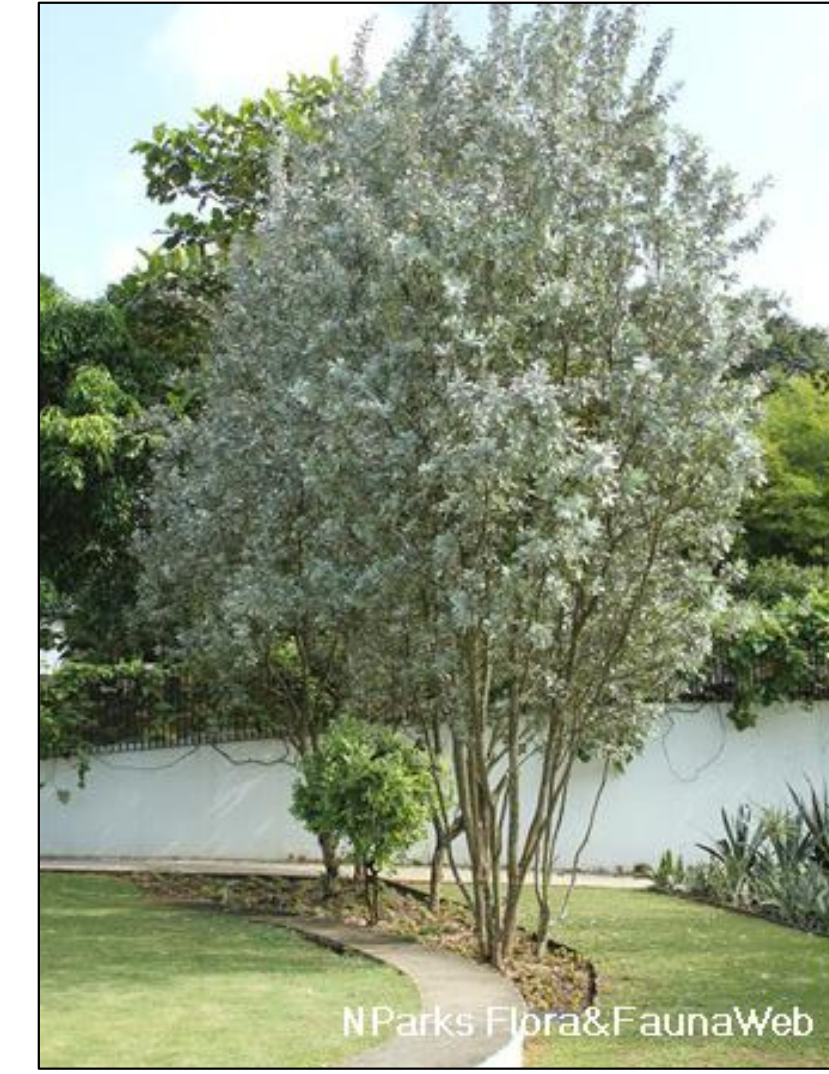
BS5 | GUMBO LIMBO



CB2 | BRAZILIAN BEAUTYLEAF



CG | CATTLEYA GUAVA



CS | SILVER BUTTONWOOD



ED2 | JAPANESE BLUEBERRY



GO | LIGNUM VITAE



LT | CRAPE MYRTLE



LJ | JAPANESE PRIVET



QV2 | SOUTHERN LIVE OAK



SP5 | DESERT CASSIA



WRX | MEXICAN FAN PALM

SHRUBS & GROUNDCOVERS



AJ | 'JAVA WHITE' COPPERLEAF



CF | YELLOW CANNA



HS | DWF. RED FIREBUSH



MS | WART FERN



MC | PINK MUHLY GRASS



NP | PINK OLEANDER



PA | FOUNTAIN GRASS



PA2 | BLUE PLUMBAGO



TT2 | THRYALLIS

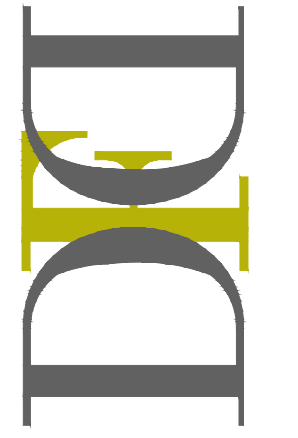


TD | DWF. FAKAHATCHEE



RA | INDIAN HAWTHORNE

DAVID FONT DESIGN
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11820 N.W. 37th Street
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LANDSCAPE PARKLAND 17
MEMORIAL SITE

DAVID FONT, ASLA, PLA
LA 6666822

REVISIONS:

SUBMITTAL DATE

9/5/2023

LA-3



IMAGE #1 | MEMORIAL ENTRANCE ON EXISTING PATHWAY



IMAGE #2 | FACING WEST



IMAGE #3 | FACING SOUTH

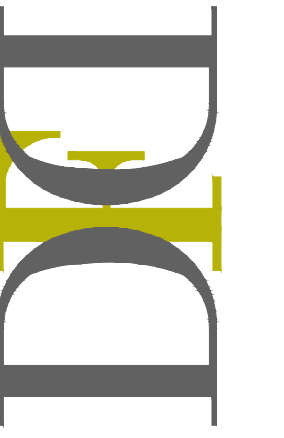


IMAGE #4 | FACING EAST

PROPOSED 3D PROJECT IMAGERY

SEE PROPOSED LANDSCAPE PLAN & SCHEDULE ON SHEET LA-1

DAVID FONT DESIGN
INTERIOR | EXTERIOR
11820 N.W. 37th Street
Coral Springs, Florida 33065
PH: 954.283.8839 FAX: 954.773.9841
EMAIL: INFO@DAVIDFONTDESIGN.COM



LANDSCAPE PARKLAND 17
MEMORIAL SITE

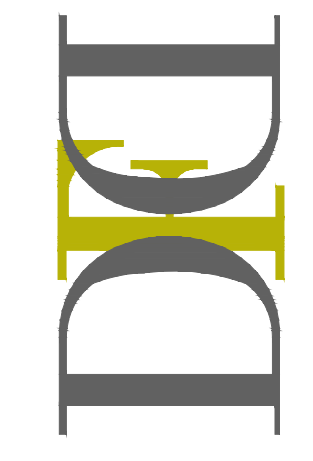
DAVID FONT, ASLA, PIA
LA 6666B22

REVISIONS:

SUBMITTAL DATE

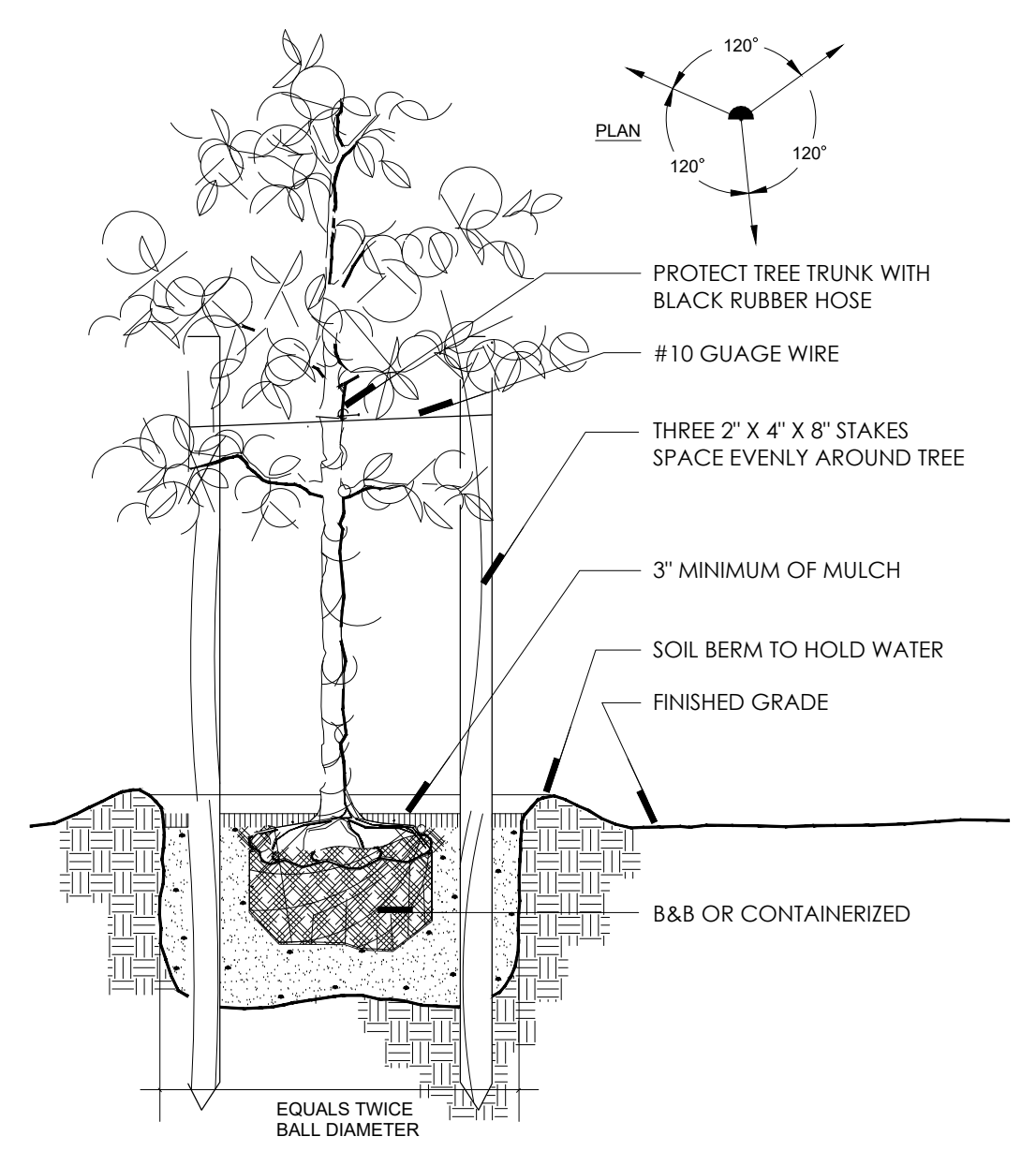
9/5/2023

LA-4

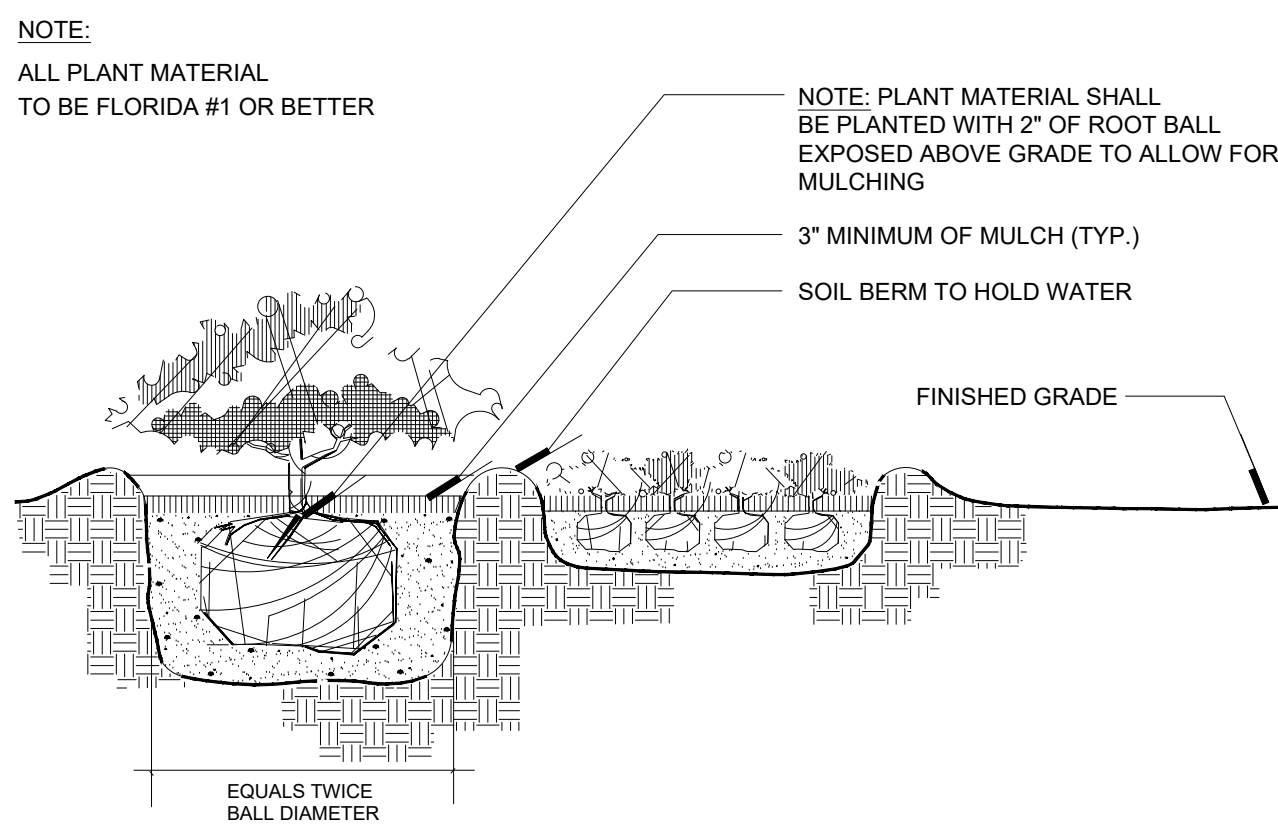


LANDSCAPE NOTES

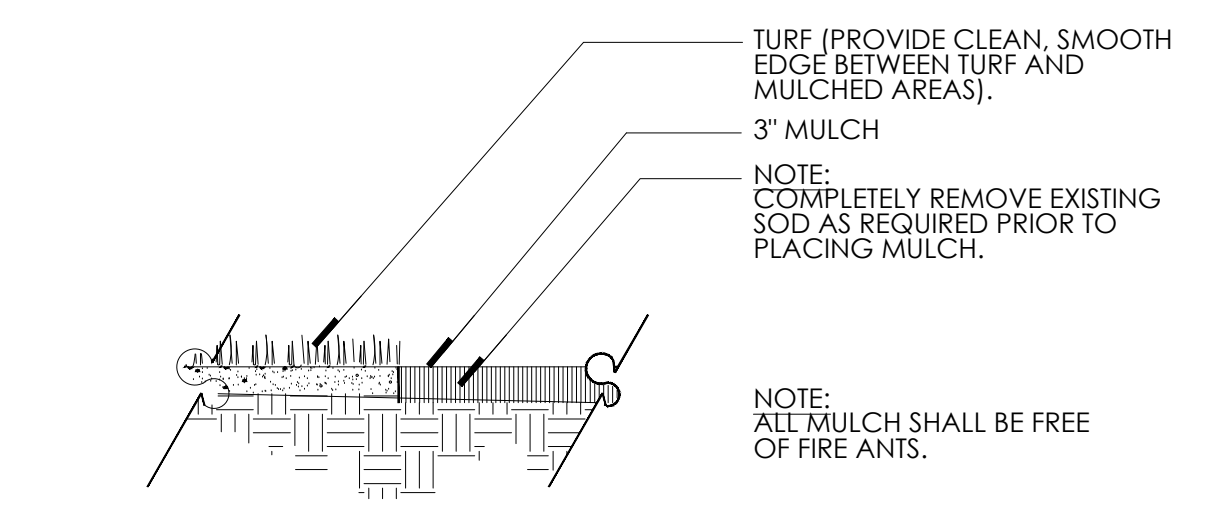
1. PLANT MATERIAL SHALL CONFORM TO THE GRADES AND STANDARDS FOR FLORIDA NO. 1 OR BETTER AS DESCRIBED IN "GRADES AND STANDARDS FOR NURSERY PLANTS" (LATEST EDITION) BY THE FLORIDA DEPARTMENT OF AGRICULTURE, CONSUMER SERVICES DIVISION.
2. TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE STANDARDS OF THE NATIONAL ARBORIST ASSOCIATION.
3. ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE MINIMUM SIZES SHOWN.
4. TOPSOIL SHALL BE CLEAN AND FREE OF CONSTRUCTION DEBRIS, WEEDS, ROCKS, NOXIOUS PESTS AND DISEASES. IF NECESSARY, AMMEND TOPSOIL WITH HORTICULTURALLY ACCEPTABLE ORGANIC MATERIAL.
5. PLANTING PITS: ALL TREES AND SHRUBS SHALL BE PLANTED IN A PLANTING SOIL CONSISTING OF A MIXTURE OF 50% MUCK AND 50% CLEAN, BROWN SAND. PLANTING HOLES WILL BE TWICE THE SIZE OF THE ROOT BALL OF THE TREE OR SHRUB BEING PLANTED.
6. MULCHING: ALL EXPOSED SOIL AREAS IN PLANTING BEDS, INCLUDING HEDGE ROWS, SHALL BE KEPT WEED FREE AND MULCHED TO A MINIMUM THREE (3) INCH DEPTH, EXCEPT THAT NO MULCH SHALL BE REQUIRED IN ANNUAL BEDS. THE TYPE OF MULCH SHALL BE SHREDDED AND COMPOSTED MELALEUCA TREE, GRADE 'B'. AT A MINIMUM, PROVIDE A 24 INCH RING OF MULCH AROUND TREE TRUNKS LOCATED IN GRASS AREAS.
 ** ONLY NON-CYPRESS MULCH IS ALLOWED AND THE MULCH BE KEPT AT LEAST 6 INCHES AWAY FROM TREE AND PALM TRUNKS. NO DYED MULCH SHALL BE USED ON THE SITE.
7. PLANT LIST QUANTITIES ARE PROVIDED FOR CONVENIENCE. IN THE EVENT OF QUANTITY DISCREPANCIES, THE DRAWING SHALL TAKE PRECEDENCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY PLANT MATERIAL QUANTITIES, INCLUDING SOD, SOIL AND MULCH.
8. TREES AND PALMS SHALL BE GUYED OR STAKED AS PER THE DETAILS.
9. EXISTING IRRIGATION SYSTEM TO BE ADJUSTED SO THAT IT PROVIDES 110 PERCENT COVERAGE, RUST- FREE WITH 50 PERCENT MINIMUM OVERLAP AND AN AUTOMATIC RAIN SENSOR. PROVIDE USE OF BUBBLERS ON ALL TREE AND PALM INSTALLATION.
10. THE IRRIGATION SYSTEM SHALL INCLUDE A RAIN SENSOR DEVICE WHICH WILL LIMIT THE OPERATION OF THE SYSTEM IF SUFFICIENT RAINFALL HAS OCCURED.
11. SOD: THE SPECIES OF GRASS FOR LAWNS SHALL BE ST. AUGUSTINE 'FLORATAM' AND SHALL BE INSTALLED AS SOLID SOD.
12. COORDINATE THE FINAL PLACEMENT OF TREES WITH THE PLACEMENT OF LAMP POST LIGHTING.
13. CONTRACTOR SHALL ENSURE THAT ADEQUATE WATER IS SUFFICIENTLY ESTABLISH PLANT MATERIAL UNTIL IRRIGATION IS 100% OPERABLE.
14. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN AUTHORIZATION NEWLY INSTALLED PLANTINGS TO SUPPLIED IN NECESSARY QUANTITIES TO ALL FROM THE L.A. OR CLIENT
15. IN AREAS WHERE PAVED SURFACES ABUT SOD OR MULCH, THE FINAL GRADE LEVEL OF BOTH SURFACES SHOULD BE EVEN.
16. NO STREET TREE SHALL BE PLANTED LESS THAN (25) FEET FROM ANY STREET CORNER, MEASURED FROM THE POINT OF INTERESCTING CURBS OR ROADWAY PAVEMENT EDGES.
17. ALL MATERIAL SHALL BE FERTILIZED WITH THE APPROPRIATE FERTILIZER OR TABLETS IMMEDIATELY UPON INSTALLATION.
18. LANDSCAPE AREAS, INCLUDING LANDSCAPED ISLANDS, WITHIN OR ABUTTING VEHICULAR USE AREAS SHALL BE EXCAVATED TO A DEPTH OF TWO AND A HALF FEET (2 1/2 ') TO ENSURE THAT ADEQUATE PLANTING SOIL EXISITS. PARKING LOT BASE COURSE MATERIAL, LIMEROCK, ASPHALT, AND OTHER SIMILAR MATERIAL SHALL BE REMOVED TO A DEPTH OF TWO AND A HALF FEET (2 1/2')
19. EXISTING TREES AND PALMS REMAINING MUST BE STRUCTURALLY PRUNED BY PROFESSIONALLY LICENSED TREE COMPANY.
20. ALL TREES SHOULD BE PLANTED SO THAT THE TRUNK FLAIR IS VISIBLE AT THE TOP OF THE ROOT BALL. THE TOP OF THE ROOT BALL SHALL BE PLANTED SO THAT IT IS 5% TO 10% ABOVE FINISH GRADE. SOIL MUST NOT BE PLACED OVER THE ROOT BALL.



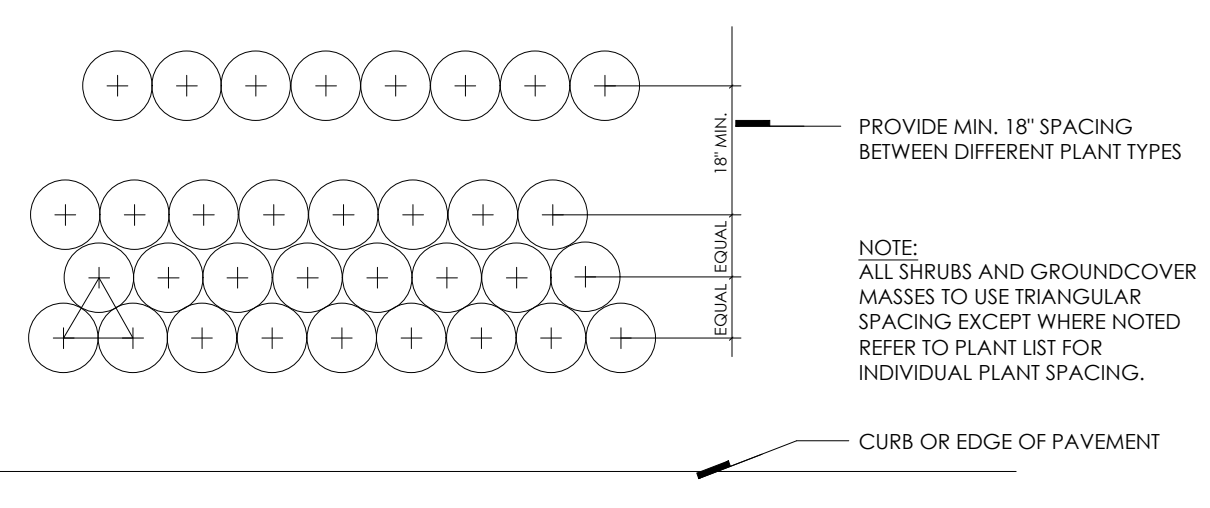
A TREE DETAIL
 SECTION NOT TO SCALE



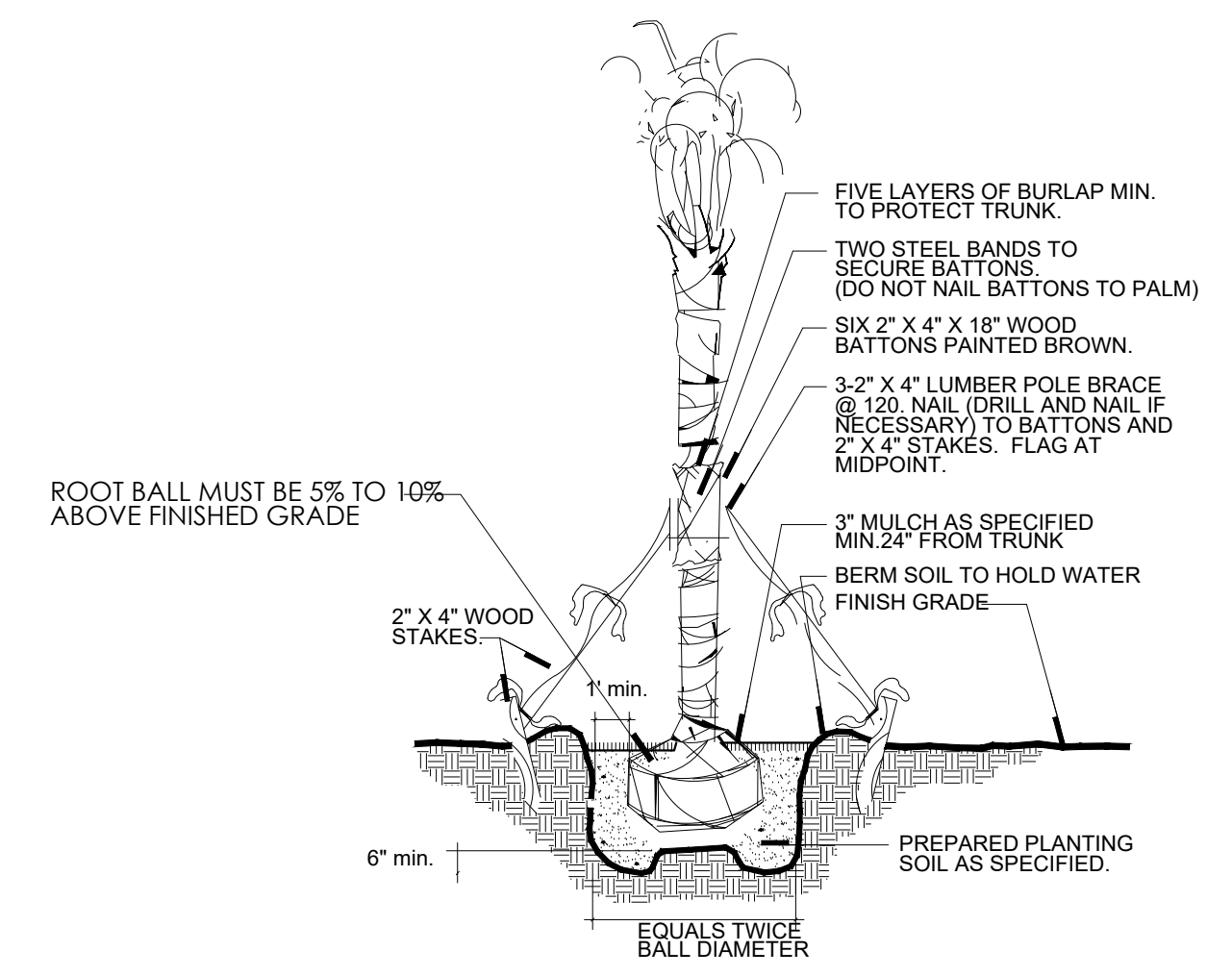
B SHRUB AND GROUNDCOVER DETAIL
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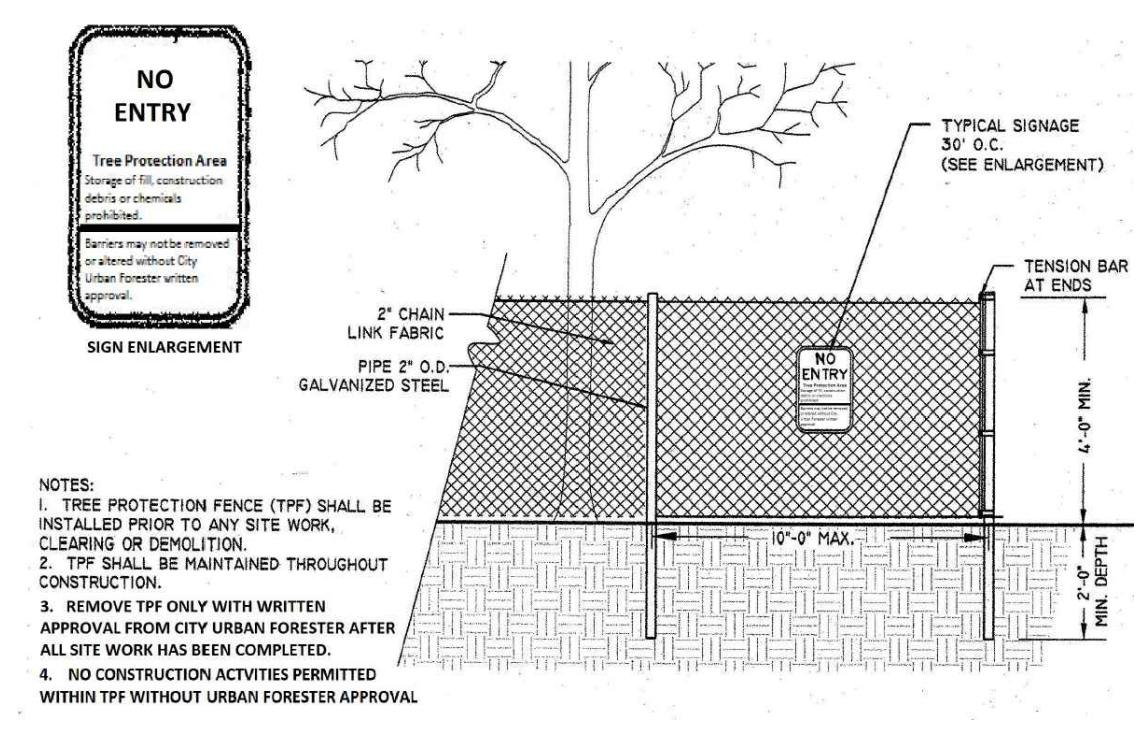
C TURF/MULCH DETAIL
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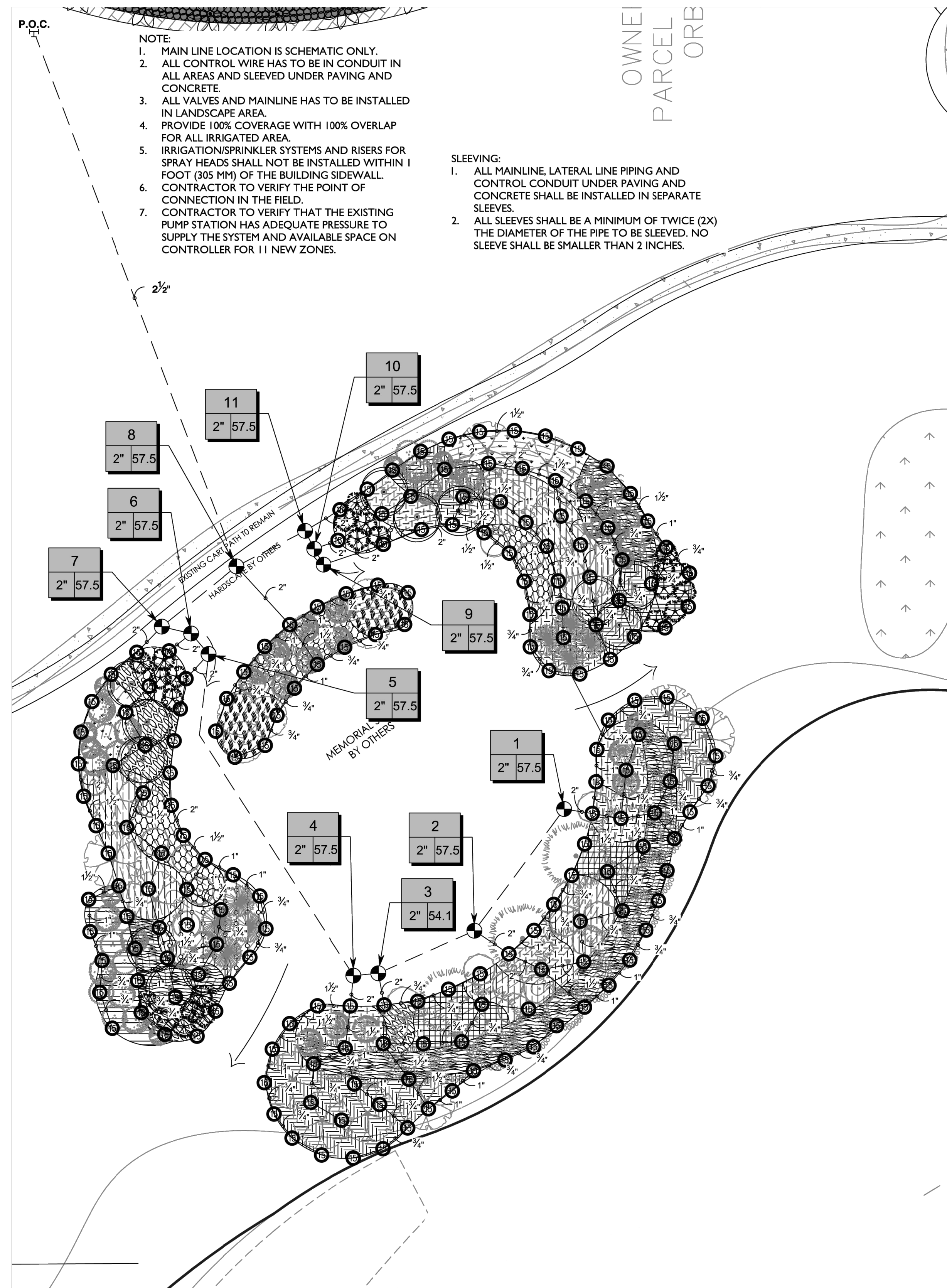
D SHRUB/GROUNDCOVER SPACING DETAIL
 PLAN NOT TO SCALE



E PALM DETAIL
 SECTION NOT TO SCALE



F TREE PROTECTION FENCE DETAIL
 SECTION NOT TO SCALE



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird 1812 15 Series MPR Shrub Spray 12.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	186
	Rain Bird PEB 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration.	11
	EXIST 2" MAINLINE	1
	Irrigation Lateral Line: PVC Class 160 SDR 26	2,827 l.f.
	Irrigation Mainline: PVC Schedule 40	643.4 l.f.

Valve Callout

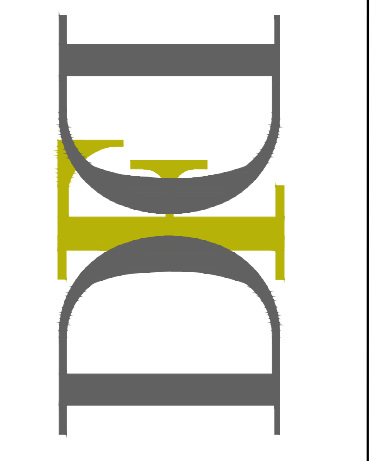
Valve Number
 Valve Flow
 Valve Size

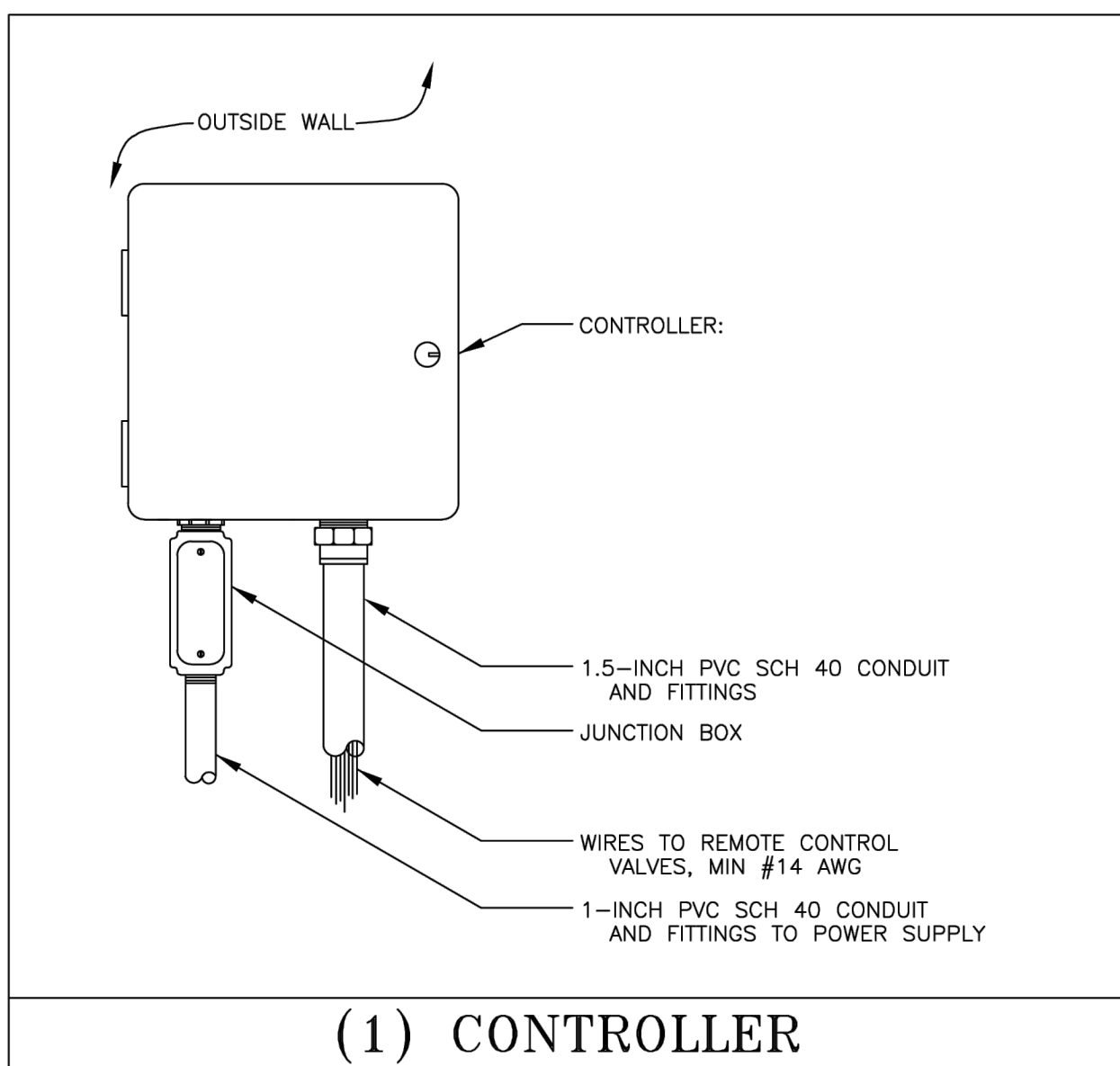
VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	WIRE	PSI	PSI @ POC	PRECIP
1	Rain Bird PEB	2"	Shrub Spray	57.46		32.6	39.2	1.03 in/h
2	Rain Bird PEB	2"	Shrub Spray	57.46		33.1	38.8	0.93 in/h
3	Rain Bird PEB	2"	Shrub Spray	54.08		32.6	37.3	0.93 in/h
4	Rain Bird PEB	2"	Shrub Spray	57.46		32.6	37.8	0.97 in/h
5	Rain Bird PEB	2"	Shrub Spray	57.46		33.4	36.9	0.93 in/h
6	Rain Bird PEB	2"	Shrub Spray	57.46		34.2	37.5	0.8 in/h
7	Rain Bird PEB	2"	Shrub Spray	57.46		33.8	37.0	0.92 in/h
8	Rain Bird PEB	2"	Shrub Spray	57.46		32.0	34.7	0.93 in/h
9	Rain Bird PEB	2"	Shrub Spray	57.46		33.2	36.4	0.99 in/h
10	Rain Bird PEB	2"	Shrub Spray	57.46		34.0	37.1	0.84 in/h
11	Rain Bird PEB	2"	Shrub Spray	57.46		33.7	36.8	0.84 in/h

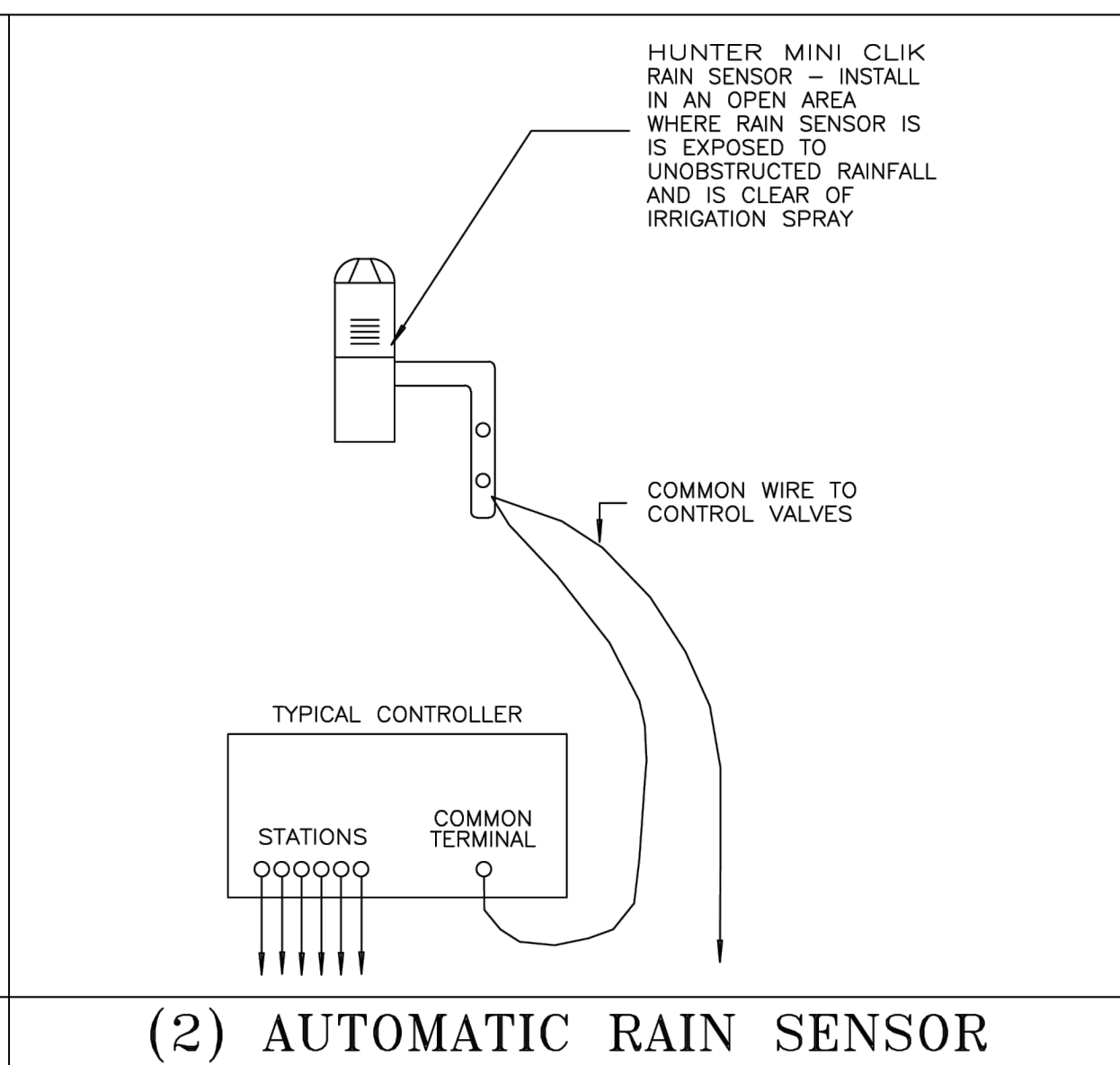
WATERING SCHEDULE

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
1	Rain Bird PEB	Shrub Spray	1.03 in/h	1	59	3,390	1,130
2	Rain Bird PEB	Shrub Spray	0.93 in/h	1	65	3,735	1,245
3	Rain Bird PEB	Shrub Spray	0.93 in/h	1	65	3,515	1,172
4	Rain Bird PEB	Shrub Spray	0.97 in/h	1	62	3,563	1,188
5	Rain Bird PEB	Shrub Spray	0.93 in/h	1	65	3,735	1,245
6	Rain Bird PEB	Shrub Spray	0.8 in/h	1	75	4,310	1,437
7	Rain Bird PEB	Shrub Spray	0.92 in/h	1	66	3,792	1,264
8	Rain Bird PEB	Shrub Spray	0.93 in/h	1	65	3,735	1,245
9	Rain Bird PEB	Shrub Spray	0.99 in/h	1	61	3,505	1,168
10	Rain Bird PEB	Shrub Spray	0.84 in/h	1	72	4,137	1,379
11	Rain Bird PEB	Shrub Spray	0.84 in/h	1	72	4,137	1,379
TOTALS:					727	41,554	13,851

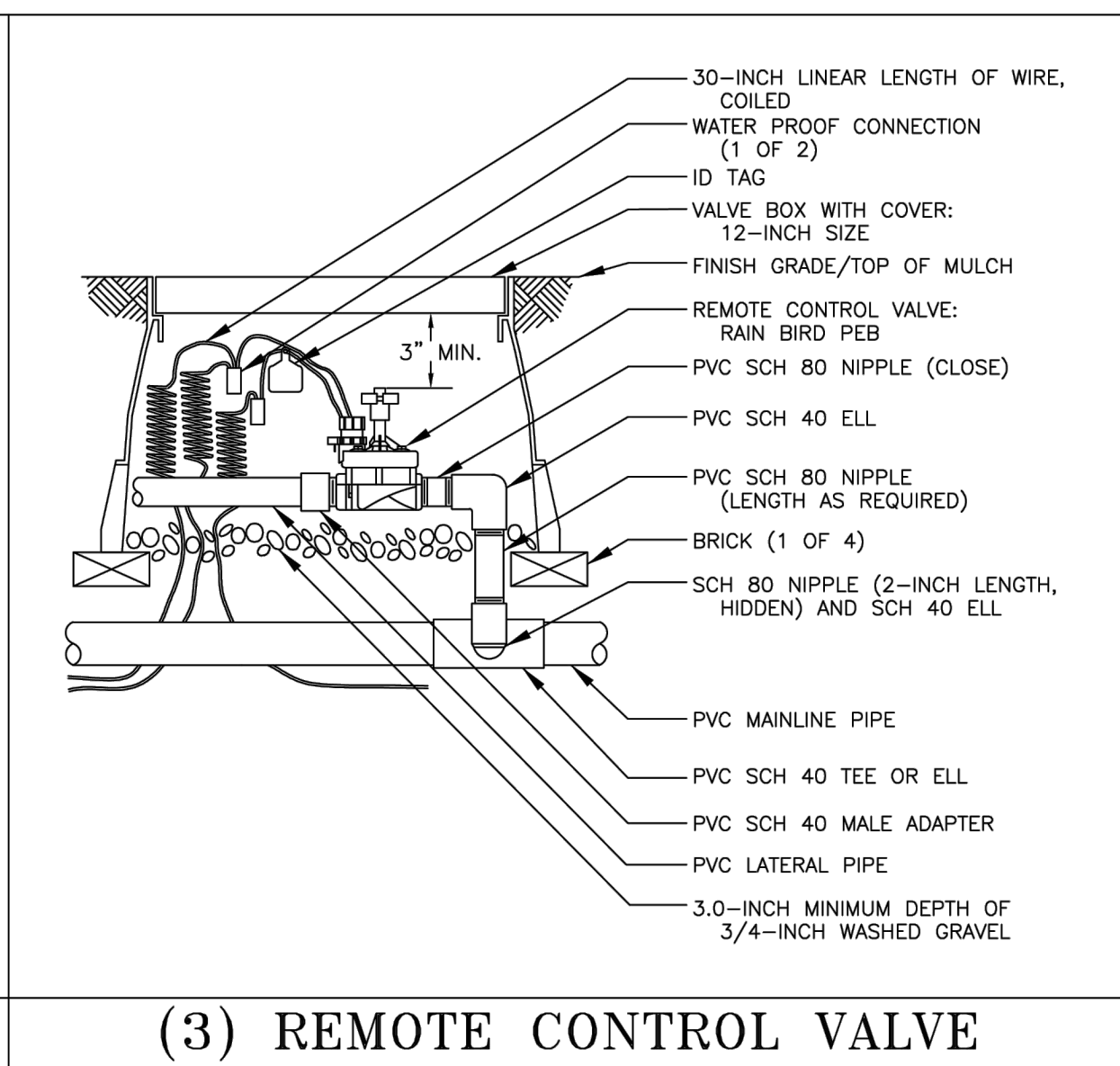




(1) CONTROLLER

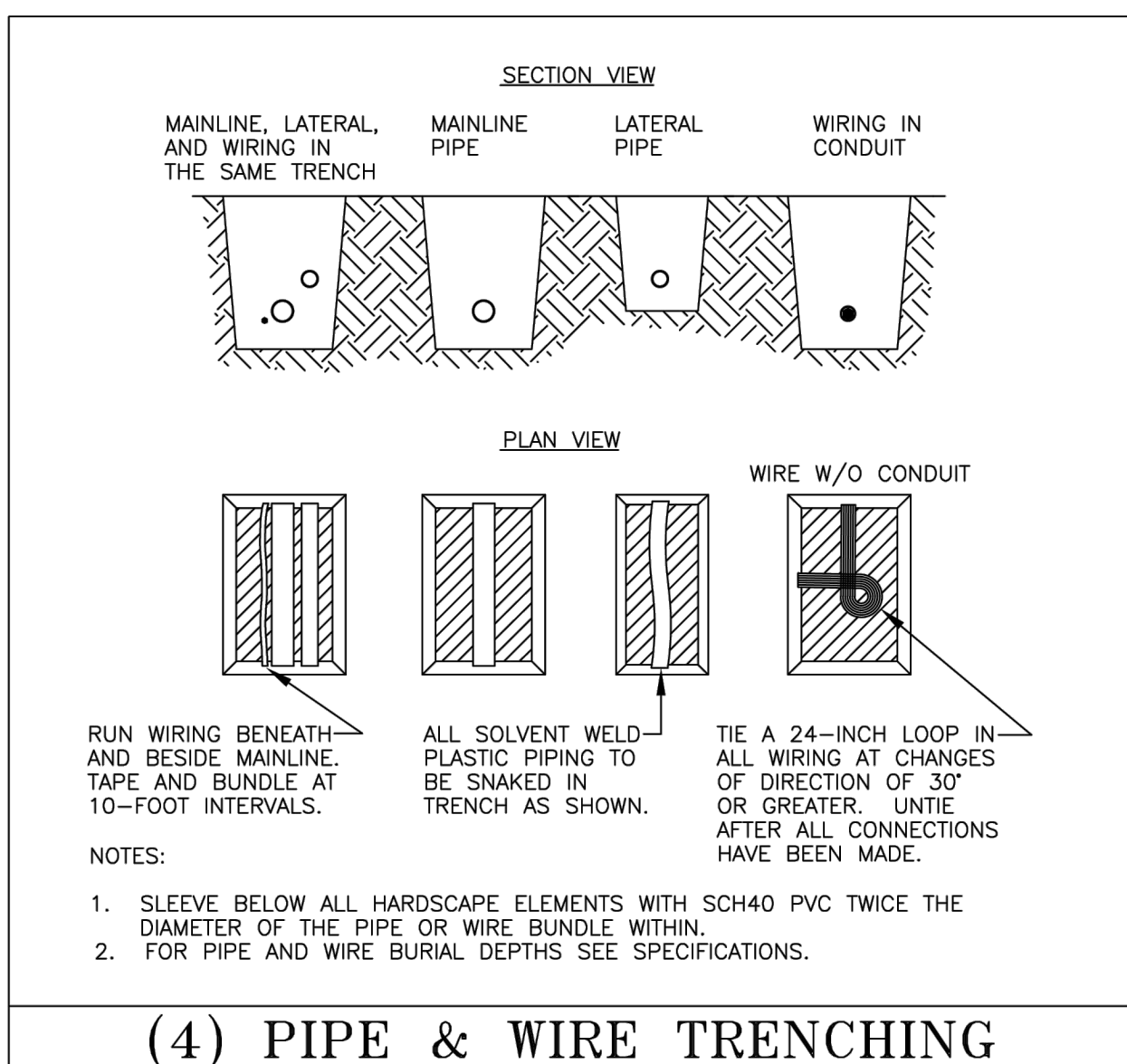


(2) AUTOMATIC RAIN SENSOR

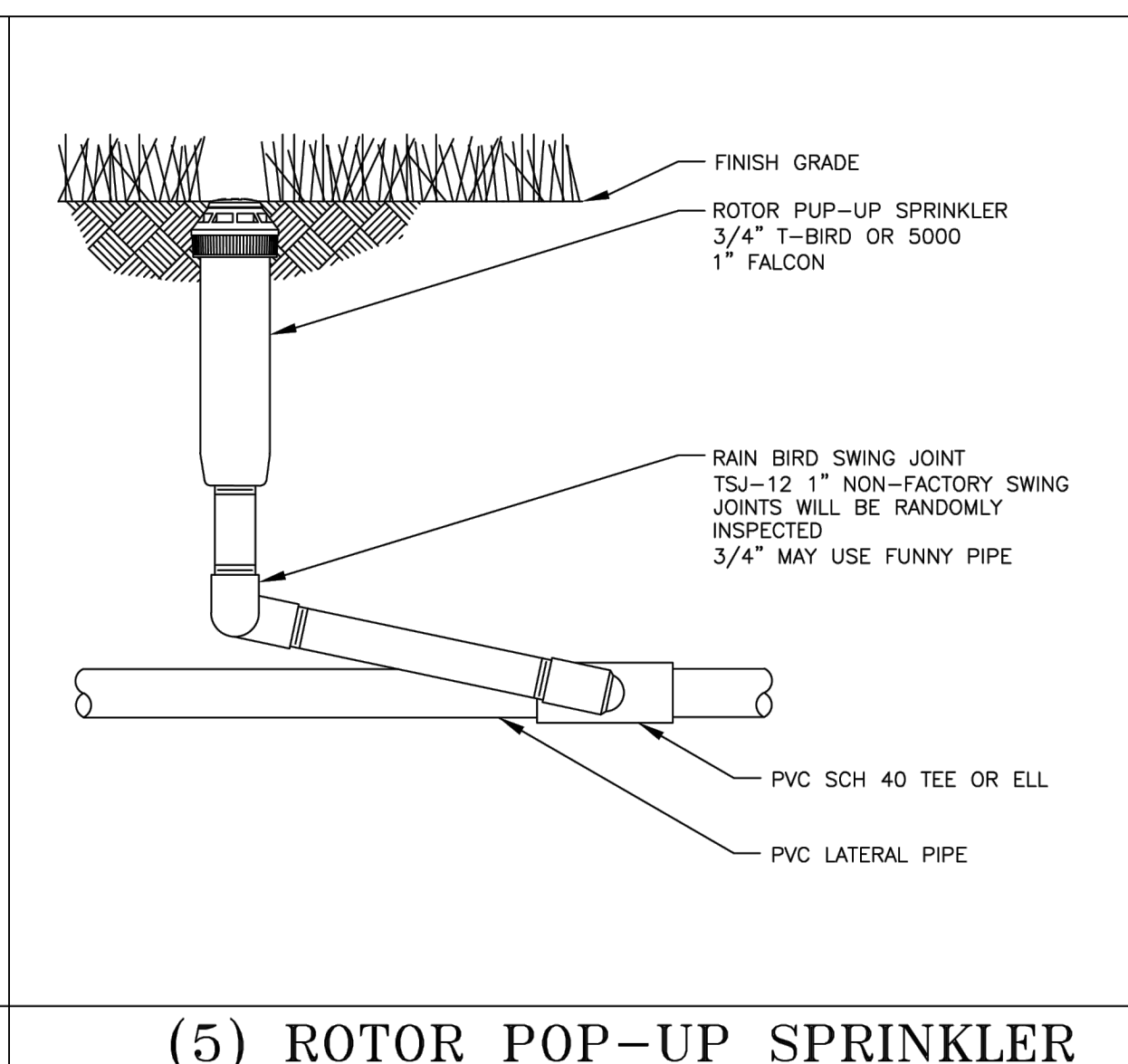


(3) REMOTE CONTROL VALVE

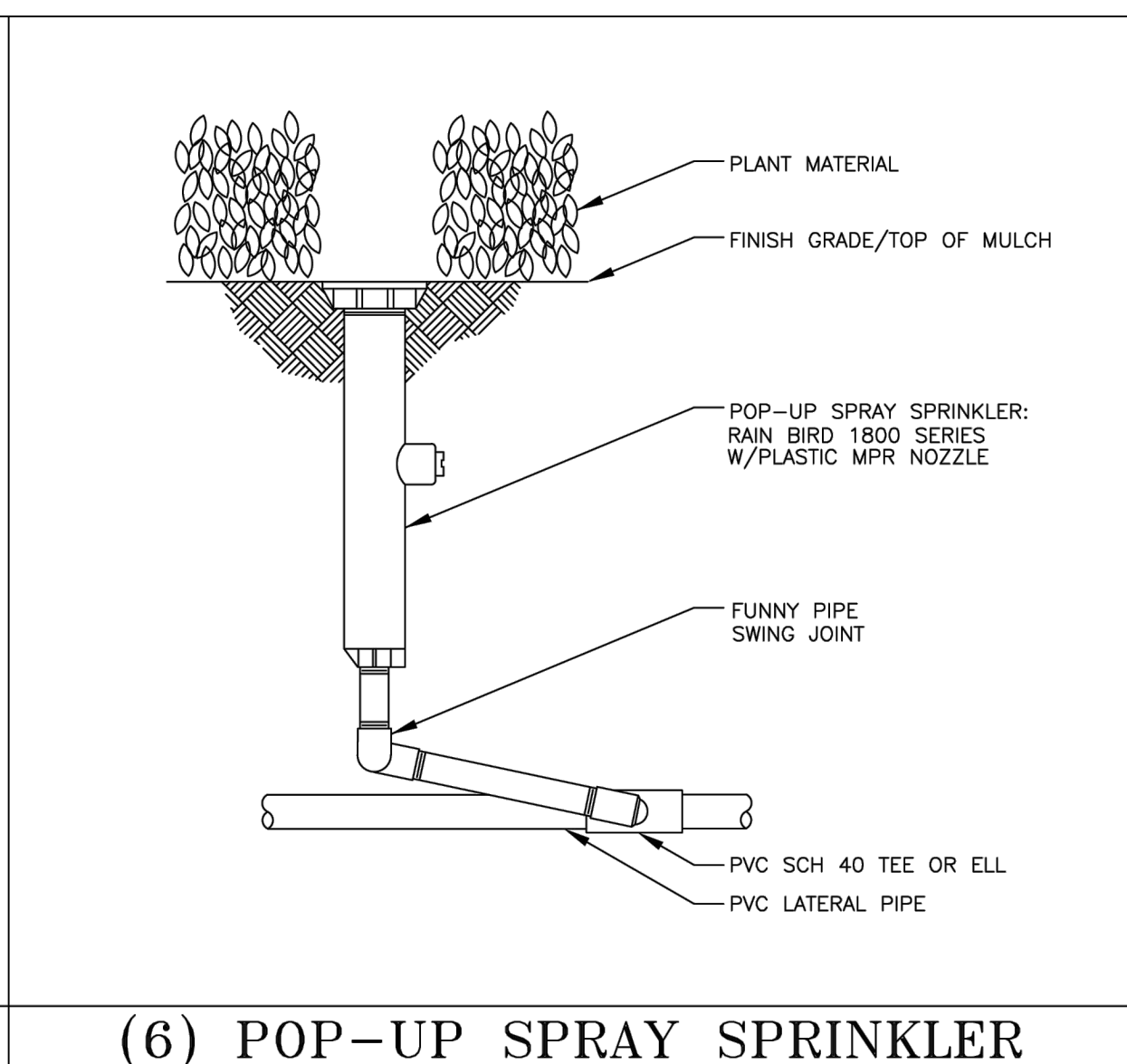
- CONTRACTOR MUST COMPLY WITH FLORIDA BUILDING CODE AMENDED APPENDIX F:
NO PRODUCT SUBSTITUTIONS OR CHANGES WILL BE ALLOWED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE OWNER AND THE IRRIGATION CONSULTANT.
- GENERAL NOTES
- All mainline, lateral line and control wire conduit under paving shall be installed in separate sleeves. Sleeves shall be a minimum of twice (2X) the diameter of the pipe to be sleeved.
 - Pipe sizes shall conform to those shown on the drawings. No substitutions of smaller pipe sizes shall be permitted, but substitutions of larger sizes may be approved. All damaged and rejected pipe shall be removed from the site at the time of said rejection.
 - Install all backflow prevention devices and all piping between the point of connection and the backflow preventer as per local codes.
 - Final location of the backflow preventer and automatic controller shall be approved by the owner's authorized representative.
 - 120 VAC electrical power source at controller location shall be provided by others. The electrical contractor shall make the final connection from the electrical source to the controller.
 - All sprinkler heads shall be set perpendicular to finish grade unless otherwise specified.
 - The irrigation contractor shall flush and adjust all sprinkler heads and valves for optimum spray with minimal overspray onto walks, streets, walls, etc.
 - This design is diagrammatic. All piping, valves, etc., shown within paved areas is for design clarification only and shall be installed in planting areas wherever possible. The contractor shall locate all valves in shrub areas where possible.
 - It is the responsibility of the irrigation contractor to familiarize himself with all grade differences, location of walls, retaining walls, structures and utilities. The irrigation contractor shall repair or replace all items damaged by his work. He shall coordinate his work with other contractors for the location and installation of pipe sleeves through walls, under roadways and paving, etc.
 - Do not willingly install the sprinkler system as shown on the drawings when it is obvious in the field that unknown obstructions, grade differences or differences in the area dimensions exist that might not have been considered in the engineering. Such obstructions or differences should be brought to the attention of the owner's authorized representative. In the event this notification is not performed, the irrigation contractor shall assume full responsibility for any revisions necessary.
 - All sprinkler equipment not otherwise detailed or specified shall be installed as per manufacturer's recommendations and specifications.
 - The irrigation contractor shall install check valves on all heads in areas where finish grade exceeds 4:1, where post valve shut-off draining, of the irrigation head occurs or as directed by the owner's authorized representative.
 - The contractor shall provide 1800 PCS (pressure compensating screens) as necessary to reduce or eliminate overspray onto streets, walks or other areas as directed by the owner's authorized representative.
 - All remote control valves, gate valves, quick couplers, control wire and computer cable pull points shall be installed in approved valves boxes with covers. All shall be marked indicating controller and station numbers for control valve boxes and/or titled in the equipment legend with 1" white heat braided letters.
 - All control wires shall be installed in PVC conduit, min #14 AWG.
 - Installer is required to conduct final testing and adjustment to achieve design specification prior to completion of the system and acceptance by the owner or owner's representative.
 - Contractor to provide owner with post construction documentation, including as-built drawings, recommended maintenance schedules and activities, operational schedule, design precipitation rates, system adjusting methods for decreasing water once landscape is established, water source and shutoff method and all operational guides for controller.
 - A map of the system shall be kept in a readily available location with details for operation.
 - If the water supply for irrigation system is a well water, a constant pressure flow control device of pressure tank is required to minimize pump "cycling".
 - Check valves must be installed at irrigation heads as needed to prevent low head drainage and puddling.
 - Nozzle precipitation rates for all heads within each valve circuit must be matched to within 20% of one another.



(4) PIPE & WIRE TRENCHING



(5) ROTOR POP-UP SPRINKLER



(6) POP-UP SPRAY SPRINKLER

Depth of coverage per Florida Building Code amended appendix F

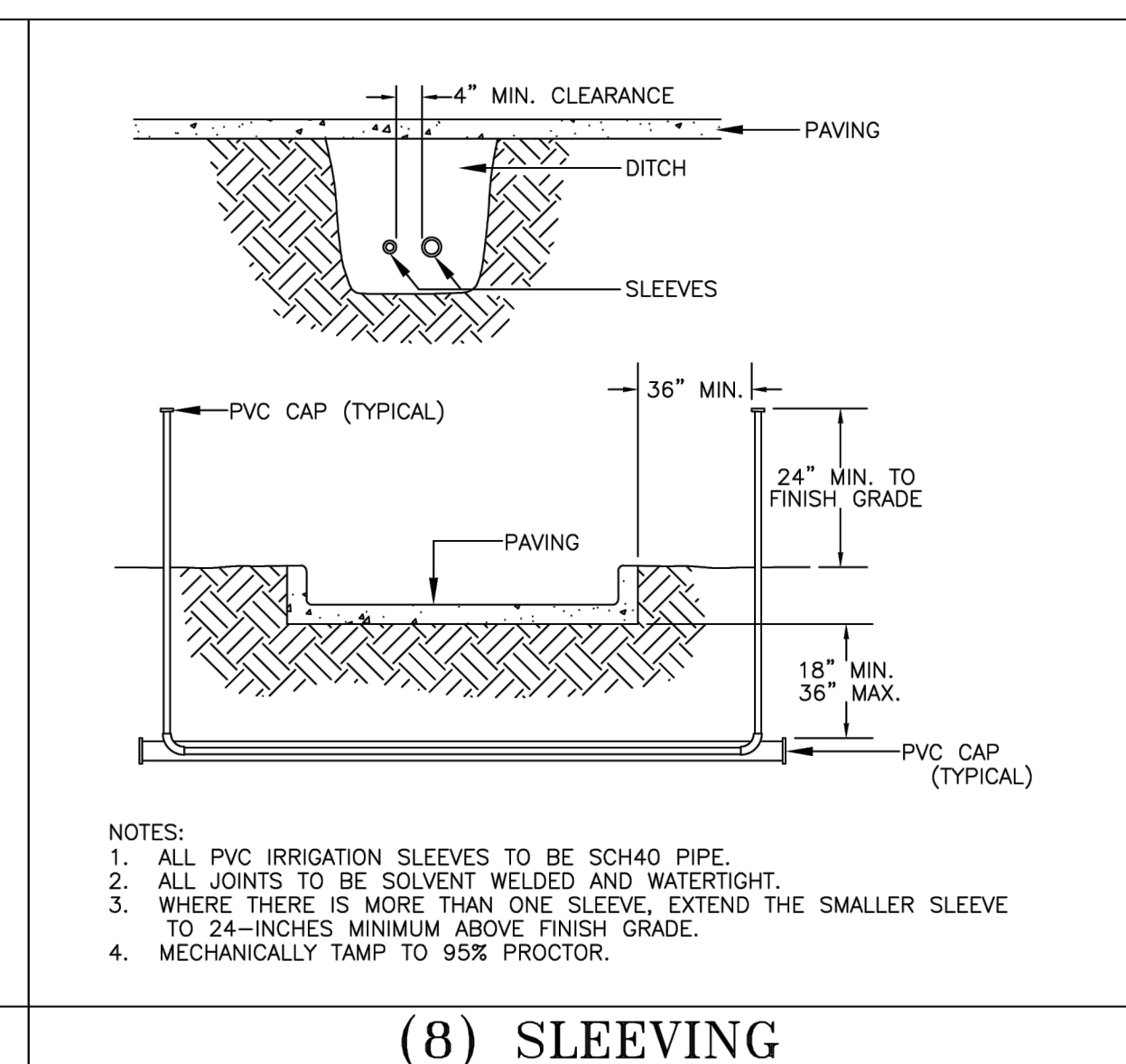
FOR NONTRAFFIC AND NONCULTIVATED AREAS:

Pipe Diameter	Minimum depth of Cover
1/2" through 1 1/4"	6" - 12"
1 1/2" through 2"	12" - 18"
2 1/2" through 3"	18" - 24"
6" and larger	24" - 36"

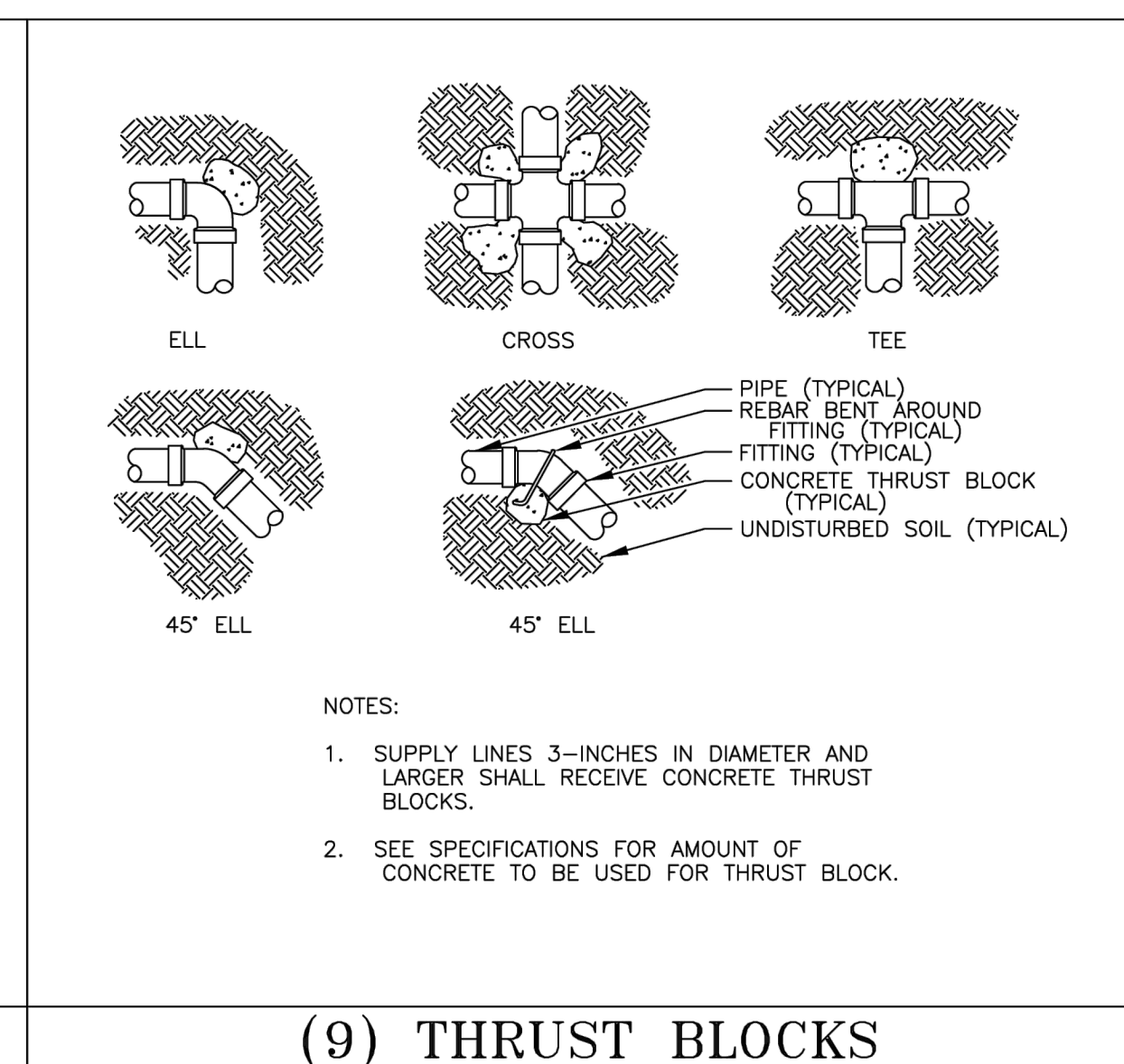
FOR VEHICLE TRAFFIC AREAS:

Pipe Diameter	Minimum depth of Cover
1/2" through 2 1/2"	18" - 24"
3" through 5"	24" - 30"
6" and larger	30" - 36"

(7) DEPTH OF COVERAGE



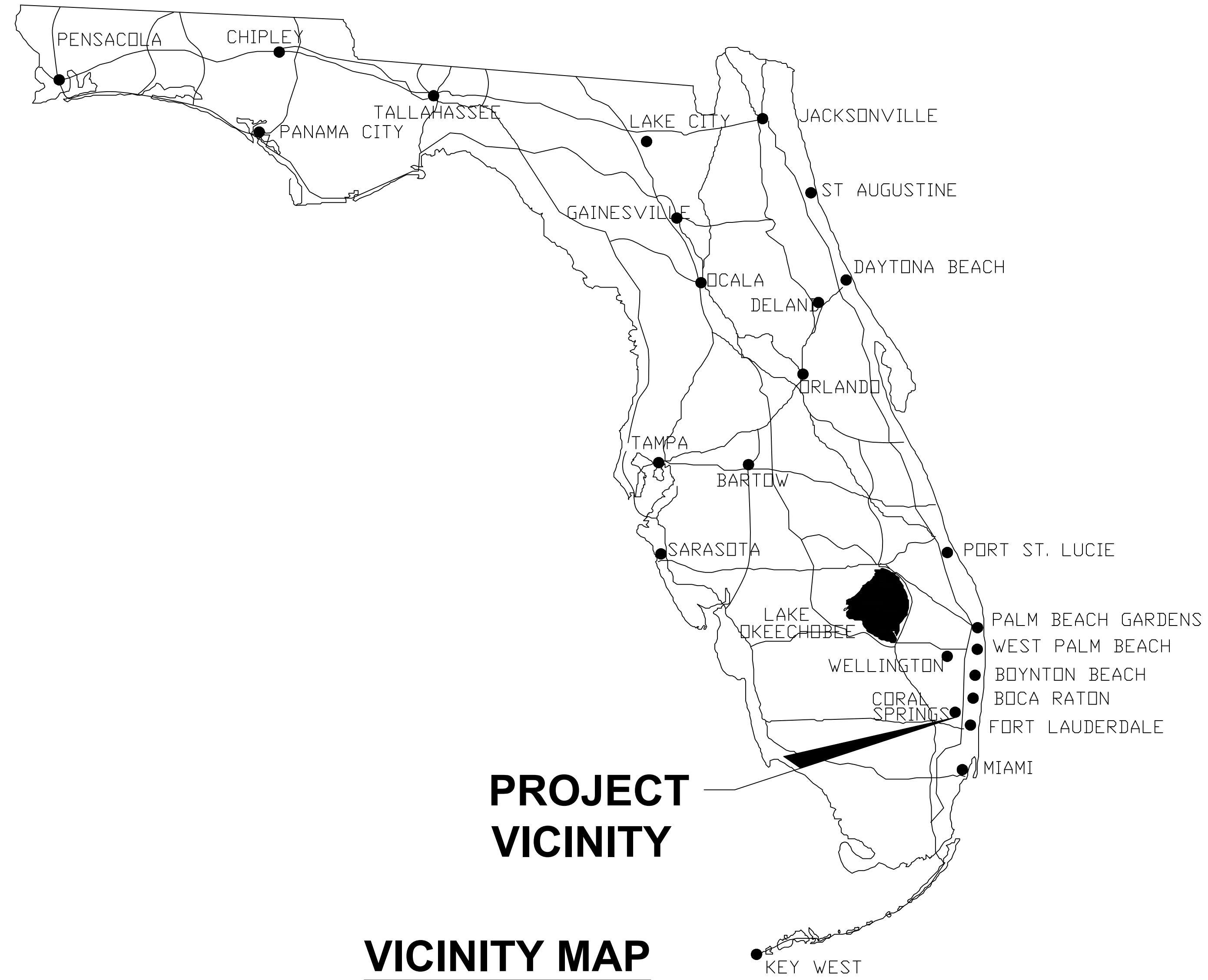
(8) SLEEVING



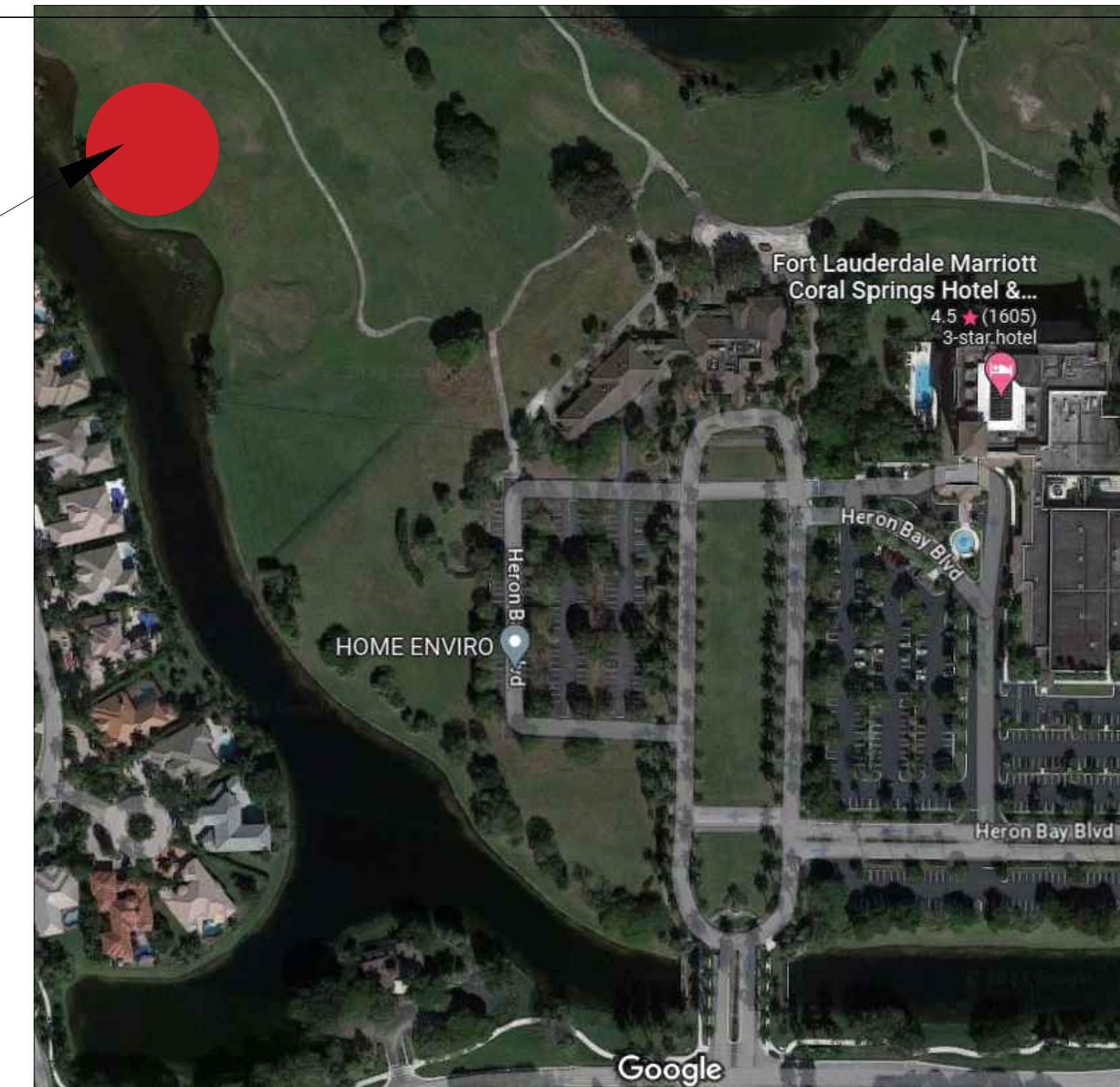
(9) THRUST BLOCKS

SITE PLAN FOR North Springs Improvement District

MEMORIAL 17 @ HERON BAY
Coral Springs, Florida 33076



VICINITY MAP
NOT TO SCALE



LOCATION

BETTER DESIGN

ARCHITECTURAL & ENGINEERING

VLC ONE, INC.
1722 SHERIDAN ST. #129
HOLLYWOOD, FL 33020
P.H.: (954) 773-3778
E-MAIL: AV@VLCONE.COM

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PROJECT LOCATION MAP

PROPOSED MONUMENT BASE WITHIN LANDSCAPE

HERON BAY GOLD SITE
PARKLAND, FL 33076

Designer of Record
AIA SHAUN
PE of Record
VANDIN CALITU

Rev	Date	Note

Date: 09-20-2023 Drawn By: A.B. Checked By: V.C.

Project No.: 23-0821
Sheet No.:

CVR

GENERAL SPECIFICATION:

THE GENERAL CONTRACTOR SHALL VISIT THE PROJECT SITE AND FAMILIARIZE HIMSELF WITH ALL THE EXISTING CONDITIONS. ALL DIMENSIONS SHALL BE CALCULATED AND DRAWINGS SHALL NOT BE SCALED. QUESTIONS CONCERNING DIMENSIONING SHALL BE REFERRED TO THE ARCHITECT.

ALL DIMENSIONS SHOULD BE FIELD VERIFIED AND ARE CONSIDERED THE RESPONSIBILITY OF THE MANUFACTURER AND INSTALLATION CONTRACTORS.

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL CODES HAVING JURISDICTION OVER HIS PROJECT. THE GENERAL CONTRACTOR SHALL SECURE & GET APPROVALS FOR ALL PAINT COLORS, TYPES & FINISHES FROM THE OWNER. ALL DIMENSIONS TO BE FIELD VERIFIED FOR ACCURACY.

PER NAD 1983 & NAVD 1988, THE FLOOD ELEVATION CERTIFICATE IS +11.5. ALL NEW CONSTRUCTION TO BE SET AT A MIN. OF F.F.E +13'

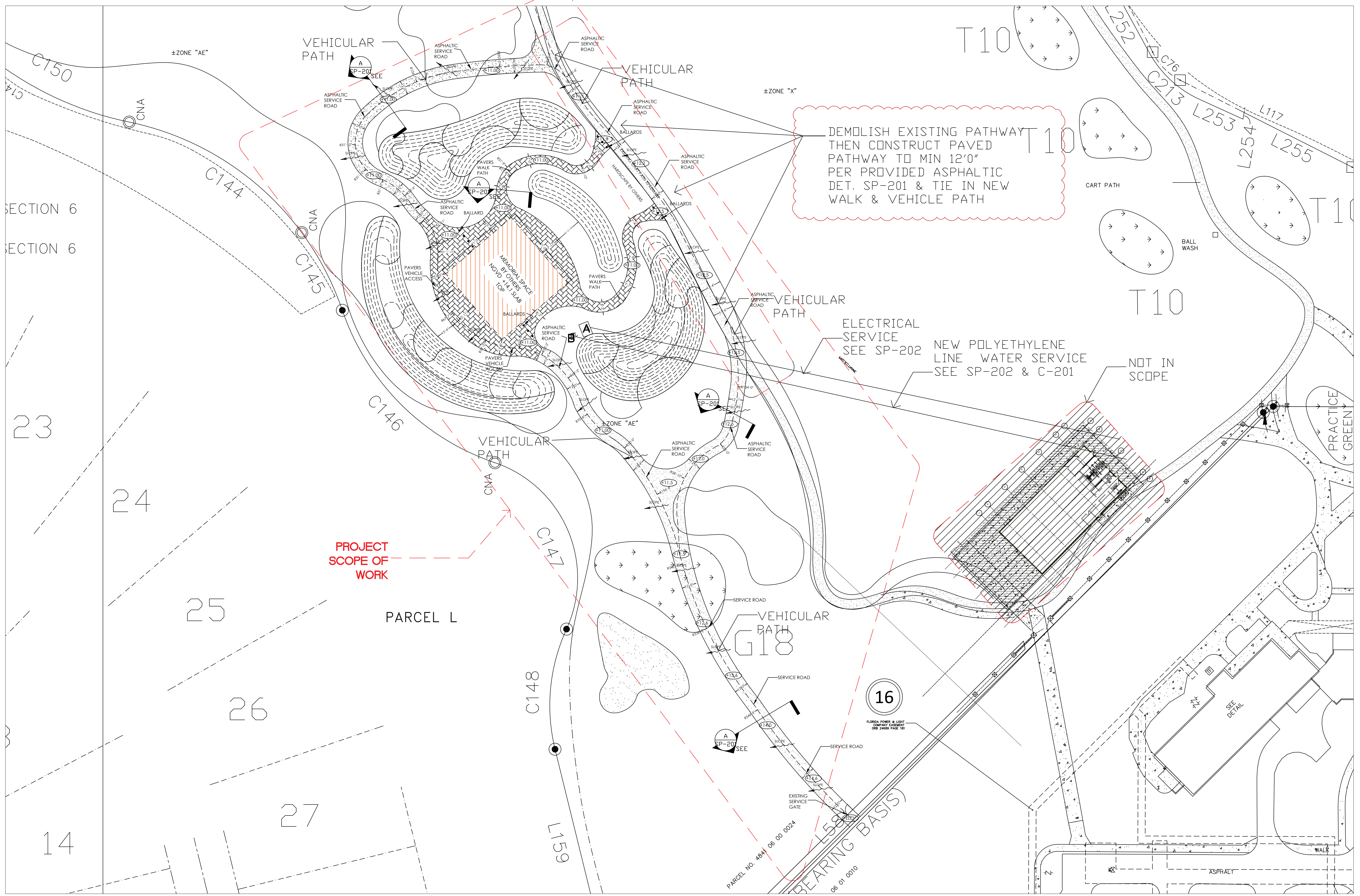
IT'S THE LAW!

CALL 48 HOURS BEFORE YOU DIG

1-800-432-4770

SUNSHINE STATE ONE CALL OF FLORIDA, INC.
UTILITIES NOTIFICATION CENTER

7-7-2023



BETTER DESIGN

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 1722 SHERIDAN ST. #129
 HOLLYWOOD, FL 33020
 P.H. (850) 773-3776
 E-MAIL: AV@VLCONE.COM

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PROPOSED MONUMENT SITE PLAN

PROPOSED MONUMENT BASE WITHIN LANDSCAPE

HERON BAY GOLD SITE
 PARKLAND, FL 33076

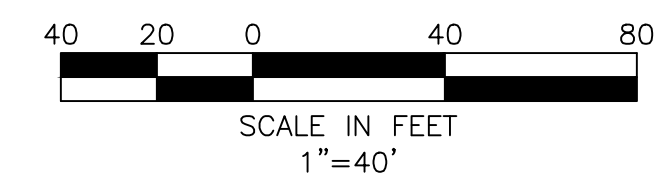
Designer of Record:
 ANI BALAM
 PE of Record
 VANDIN CALITU

Rev	Date	Note

Date	Drawn By	Checked By
09-20-2023	A.B.	V.C.

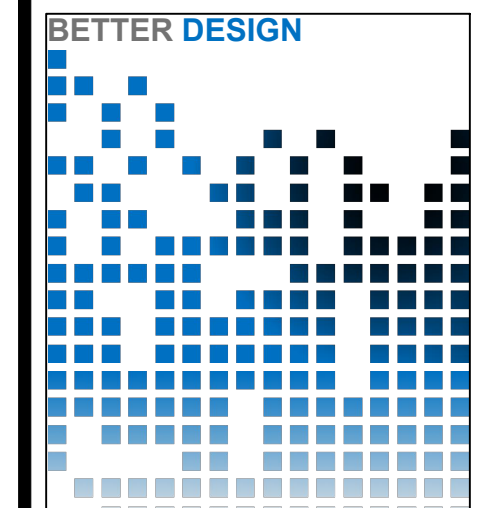
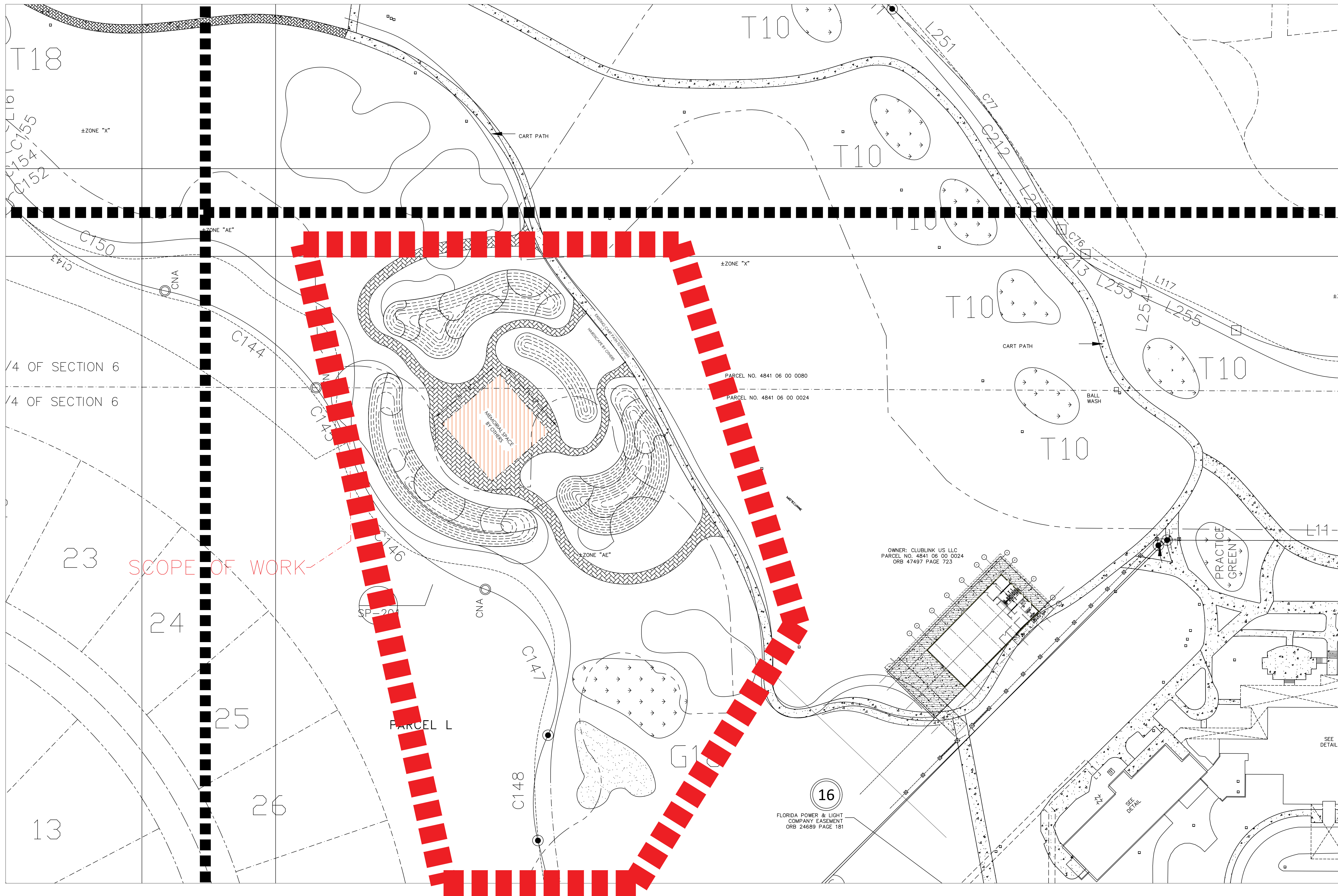
Project No.
23-0821

Sheet No.
SP-200



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PROPOSED MONUMENT ENLARGED LOCATION

HERON BAY GOLD SITE
 PARKLAND, FL 33076

PROPOSED MONUMENT BASE WITHIN LANDSCAPE

Designer of Record
 AV BALM
 PE of Records
 VANDIN CALTU

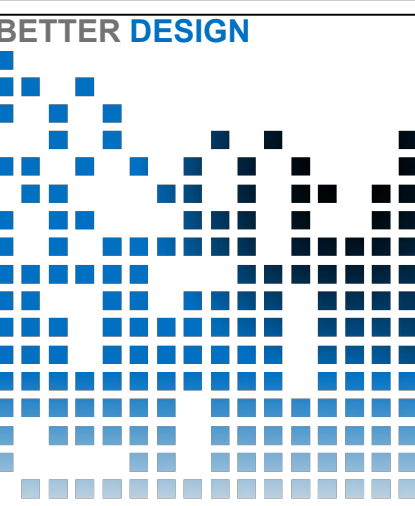
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Date	Drawn By	Checked By
09-20-2023	A.B.	V.C.
Project No. 23-0821		
Sheet No. SP-200A		



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 St. Lucie + Martin Counties
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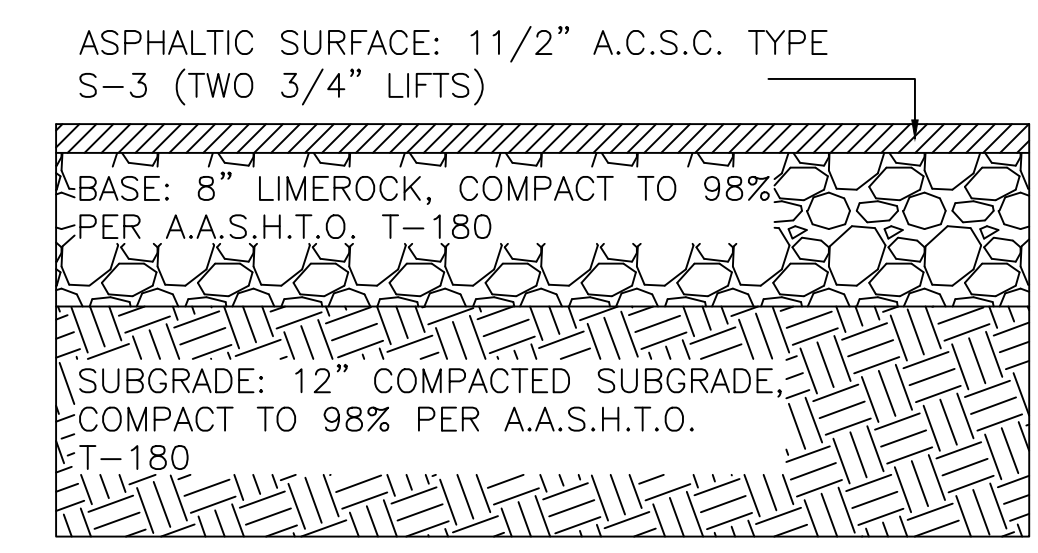
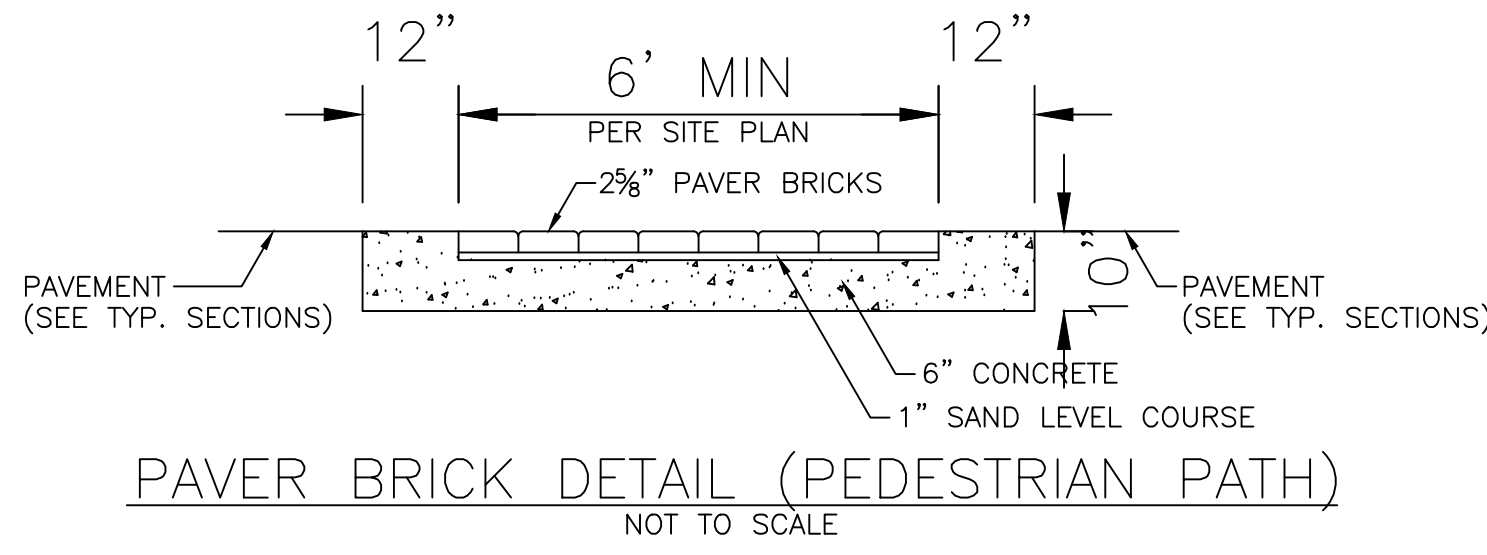
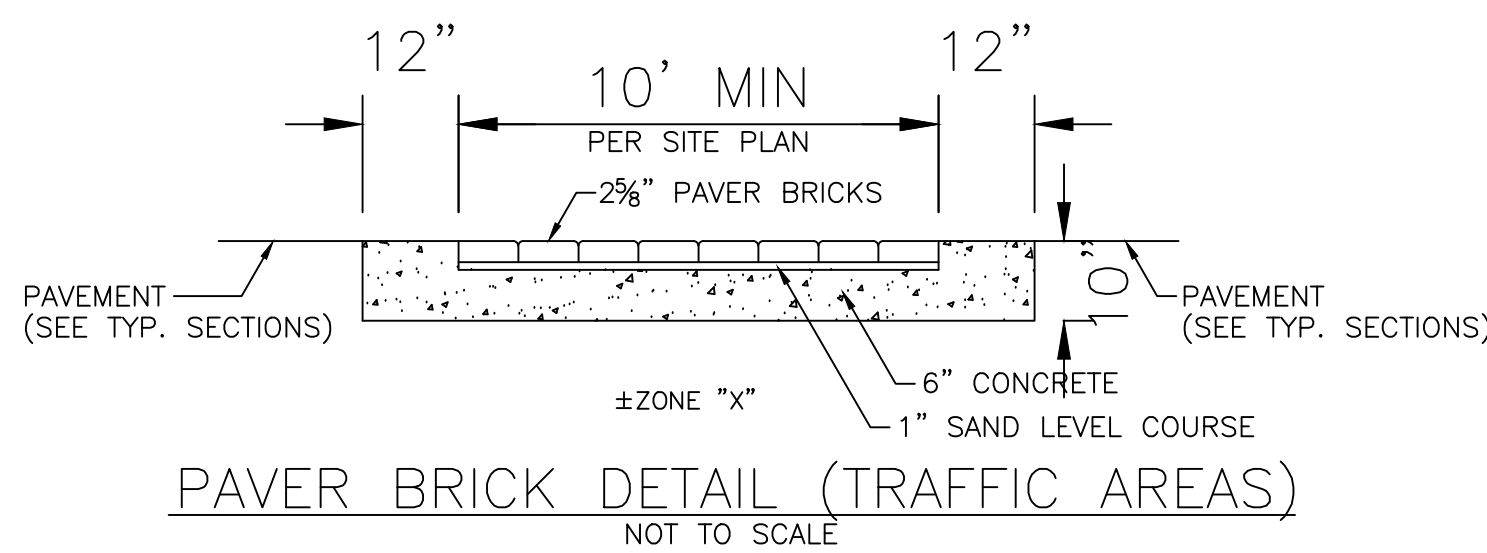
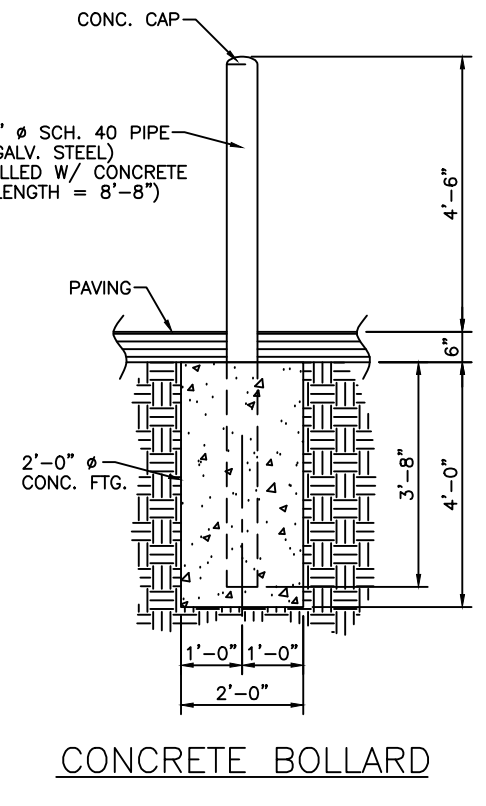
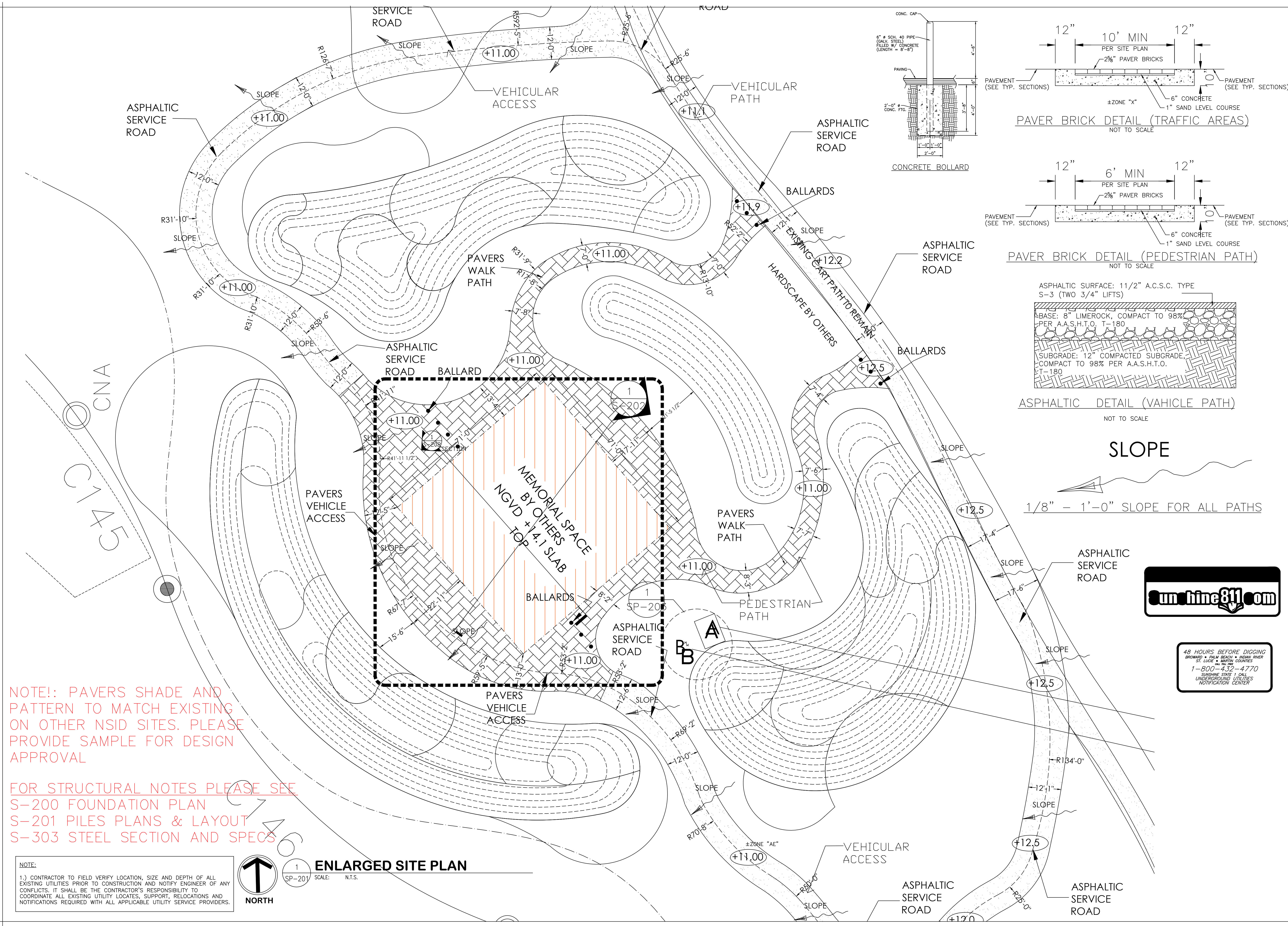
ENLARGED PROPOSED MONUMENT SITE PLAN
 PROPOSED MONUMENT BASE WITHIN LANDSCAPE
 HERON BAY GOLD SITE
 PARKLAND, FL 33076

Designer of Record
 AIR BALM
 PE of Record
 VANDON CALITU

Rev	Date	Note

Date	09-20-2023	Drawn By	A.B.	Checked By	V.C.
Project No.	23-0821	Sheet No.	SP-201		

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ASPHALTIC DETAIL (VEHICLE PATH)
 NOT TO SCALE

SLOPE
 1/8" - 1'-0" SLOPE FOR ALL PATHS

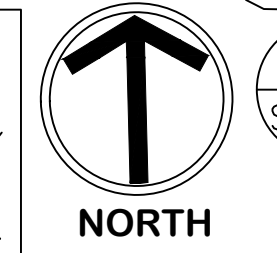


48 HOURS BEFORE DIGGING
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 CALL 811
 1-800-432-4770
 SUNSHINE STATE 1-CALL
 UNDERGROUND UTILITIES
 NOTIFICATION CENTER

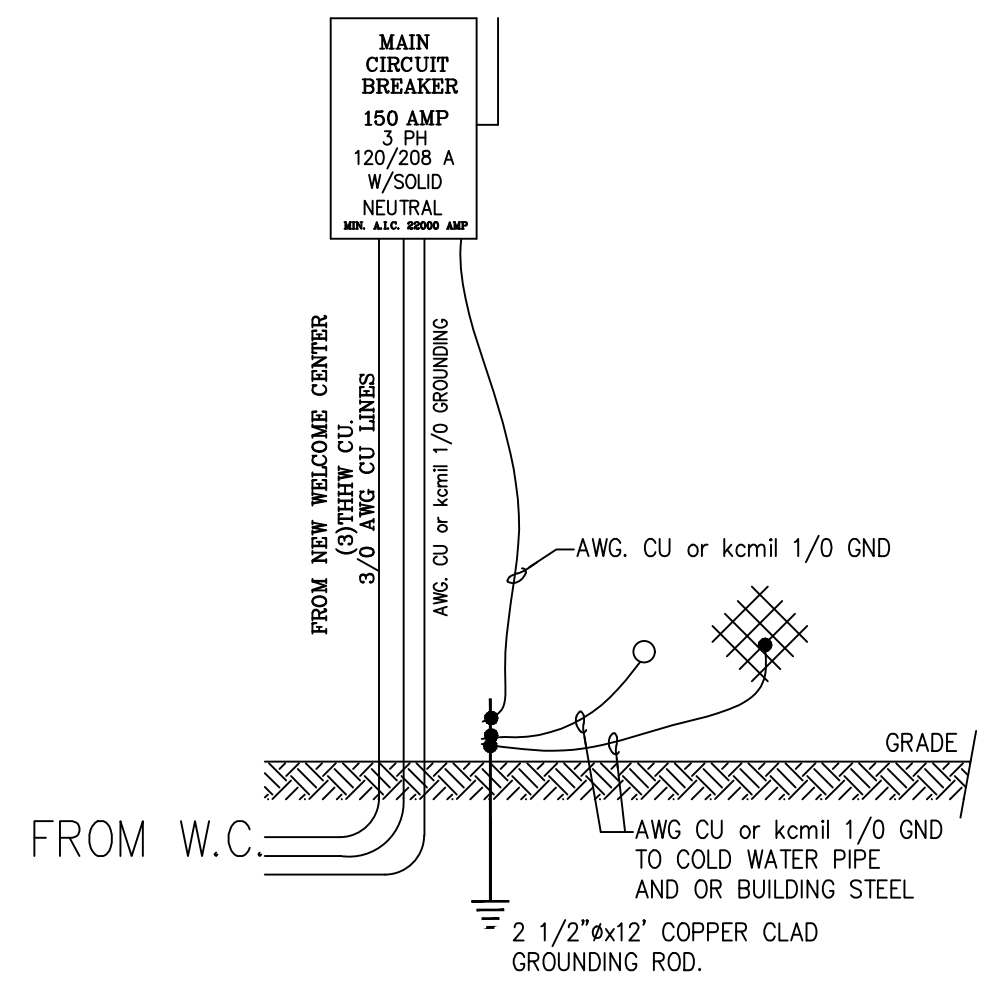
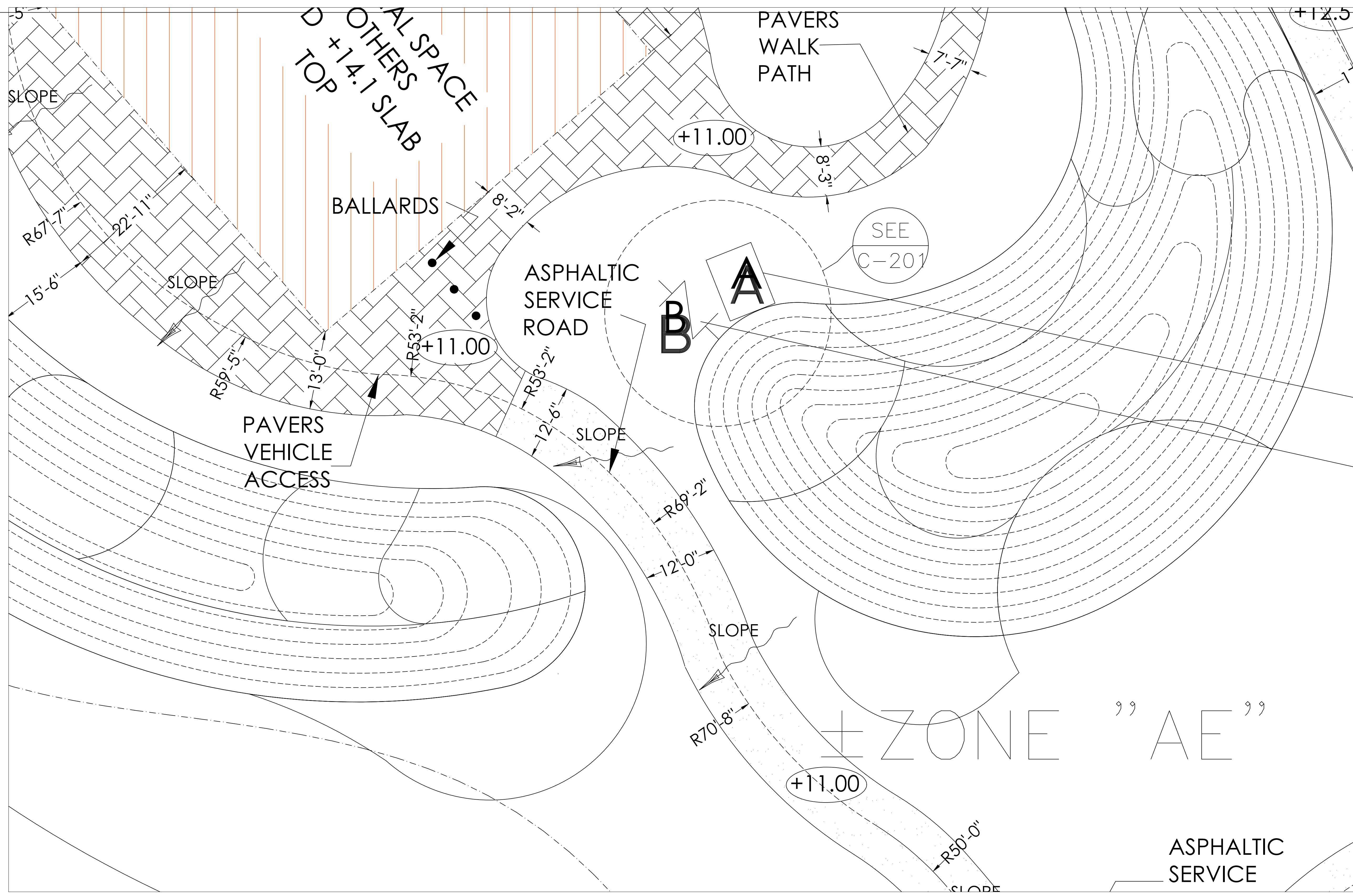
NOTE!: PAVERS SHADE AND PATTERN TO MATCH EXISTING ON OTHER NSID SITES. PLEASE PROVIDE SAMPLE FOR DESIGN APPROVAL

FOR STRUCTURAL NOTES PLEASE SEE S-200 FOUNDATION PLAN S-201 PILES PLANS & LAYOUT S-303 STEEL SECTION AND SPECS

NOTE:
 1.) CONTRACTOR TO FIELD VERIFY LOCATION, SIZE AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY CONFLICTS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL EXISTING UTILITY LOCATES, SUPPORT, RELOCATIONS AND NOTIFICATIONS REQUIRED WITH ALL APPLICABLE UTILITY SERVICE PROVIDERS.



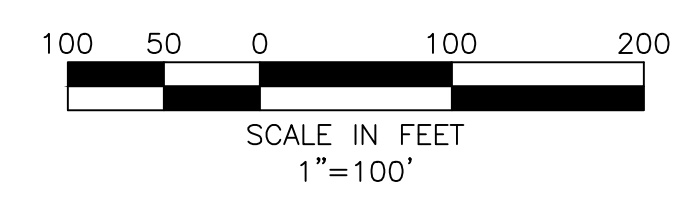
ENLARGED SITE PLAN
 SCALE: N.T.S.



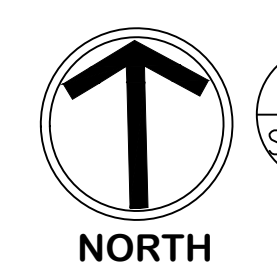
ELECTRICAL RISER

NOTATION:

- A** RUN POWER FROM NEW WELCOME CENTER ELECT. PANEL. 3PH. 220VAC, 150 AMPS TO SITE (APPROX. 400 LF)
- B** RUN 2" POLYETHYLENE SCH. 40 (NSF RATED) WATER LINE FROM PROPOSED VALVE AT NEW WELCOME CENTER. (TEST AND CONFIRM PRESSURE FOR MIN 80 PSI) (RUN IS APPROX. 430 LF) (SEE C-201 FOR ADDITIONAL INFO AND DET.



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NOTIFICATION CENTER



UTILITY INFORMATION
1
SP-202
SCALE: 3/4" = 1'-0"

BETTER DESIGN

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HOLLYWOOD, FL 33020
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ENLARGED PROPOSED MONUMENT UTILITY

PROPOSED MONUMENT BASE WITHIN LANDSCAPE

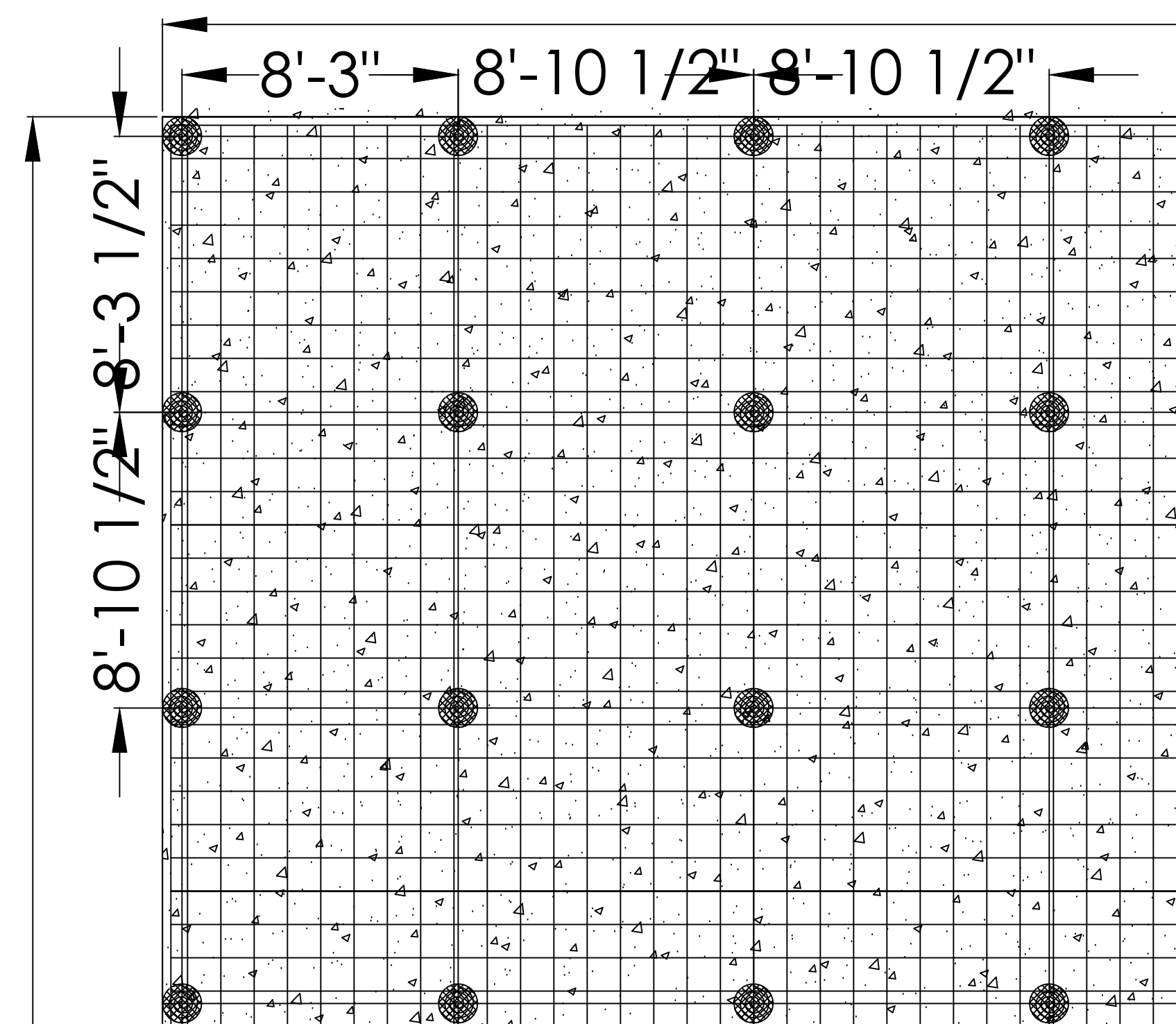
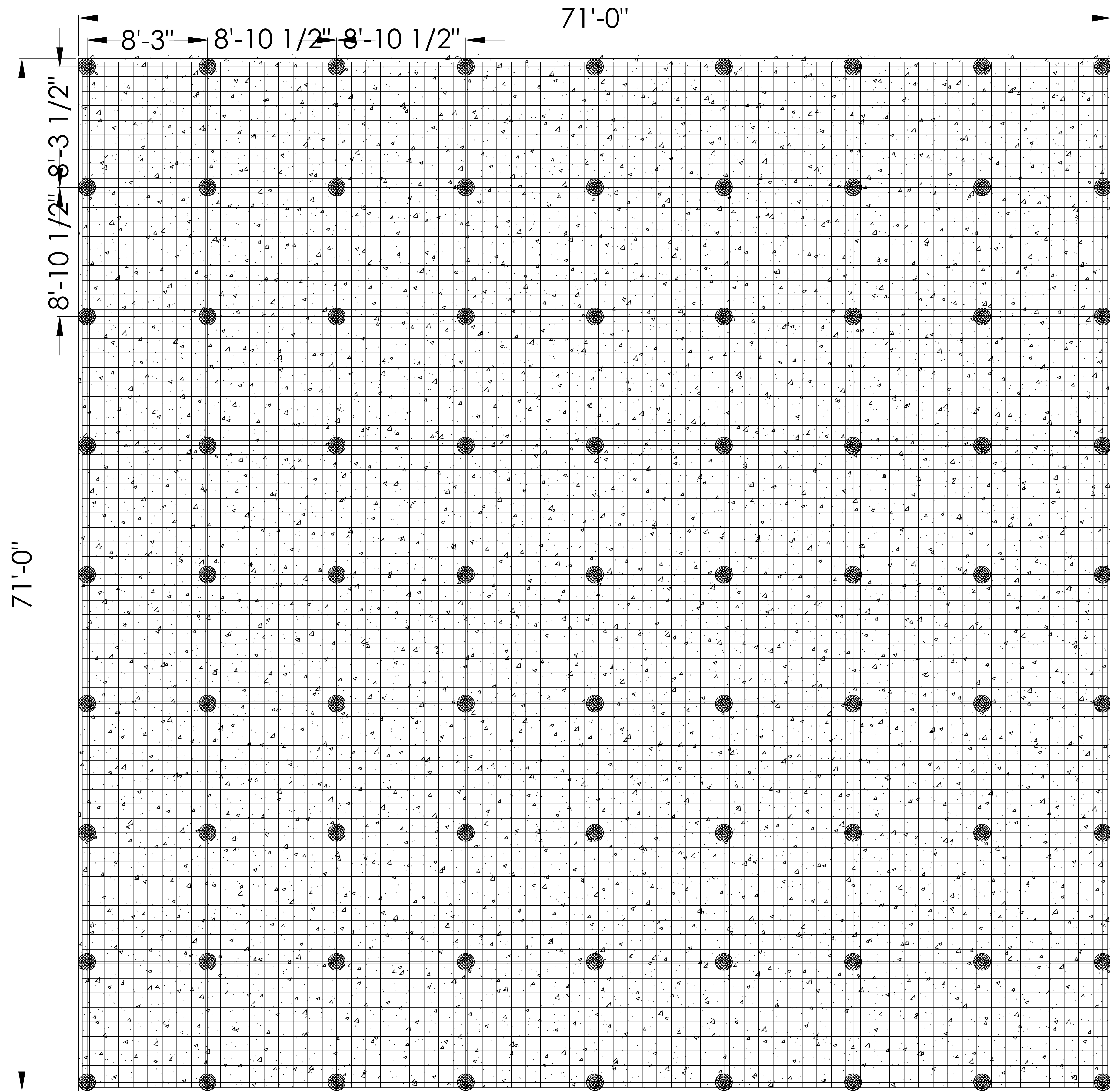
HERON BAY GOLD SITE
PARKLAND, FL 33076

Designer of Record:
AV BALM
P.E. of Record
VANDN CALTU

Rev	Date	Note

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Date:	09-20-2023	Drawn By:	A.B.	Checked By:	V.C.
Project No.:	23-0821				
Sheet No.:	SP-202				



2 TYPICAL PILE LAYOUT
S-200 SCALE: N.T.S.

NOTE:
36" THICK 4,000 PSI CONCRETE SLAB ON GRADE W #5 TEMP STEEL 3" OF SLAB EDGE & 12" O.C. TRANSVERSE TO MAIN BOTTOM STEEL, ON WELL COMPACTED, TERMITE TREATED SOIL ON 6 MIL. VAPOR BARRIER U.N.O. ON PLAN, VERIFY ALL METER AND PANELS LOCATIONS. PLEASE LOCATE ALL NOTES AND DETAILS ON ARCHITECTURAL AND SITE PLANS THAT APPLY FOR ELECTRICAL, AND PLUMBING CONNECTIONS OR PENETRATIONS.

PILE SIZE and REINFORCING "P"				
PILE	SIZE	REINFORCING	# 3 TIES	REMARKS
			SPACING	
P	14" DIA	4 #5 DIA BARS@	10" O.C.	CAPACITY 35 TONS, 70 KIPS

SLAB STEEL REINFORCING

5 AT 12" O.C. BOTTOM LOWER LAYER
 # 5 AT 12" O.C. AT TOP LAYER
 # 5 AT 18" O.C. AT MIDDLE LAYERS

BETTER DESIGN

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ENLARGED PROPOSED STRUCTURAL PLAN

PROPOSED MONUMENT BASE WITHIN LANDSCAPE

HERON BAY GOLD SITE
 PARKLAND, FL 33076

Designer of Record
 AV BAUM
 PE of Record
 VANDIN CALITU

Date	Drawn By	Checked By
09-20-2023	A.B.	V.C.

Project No.
23-0621

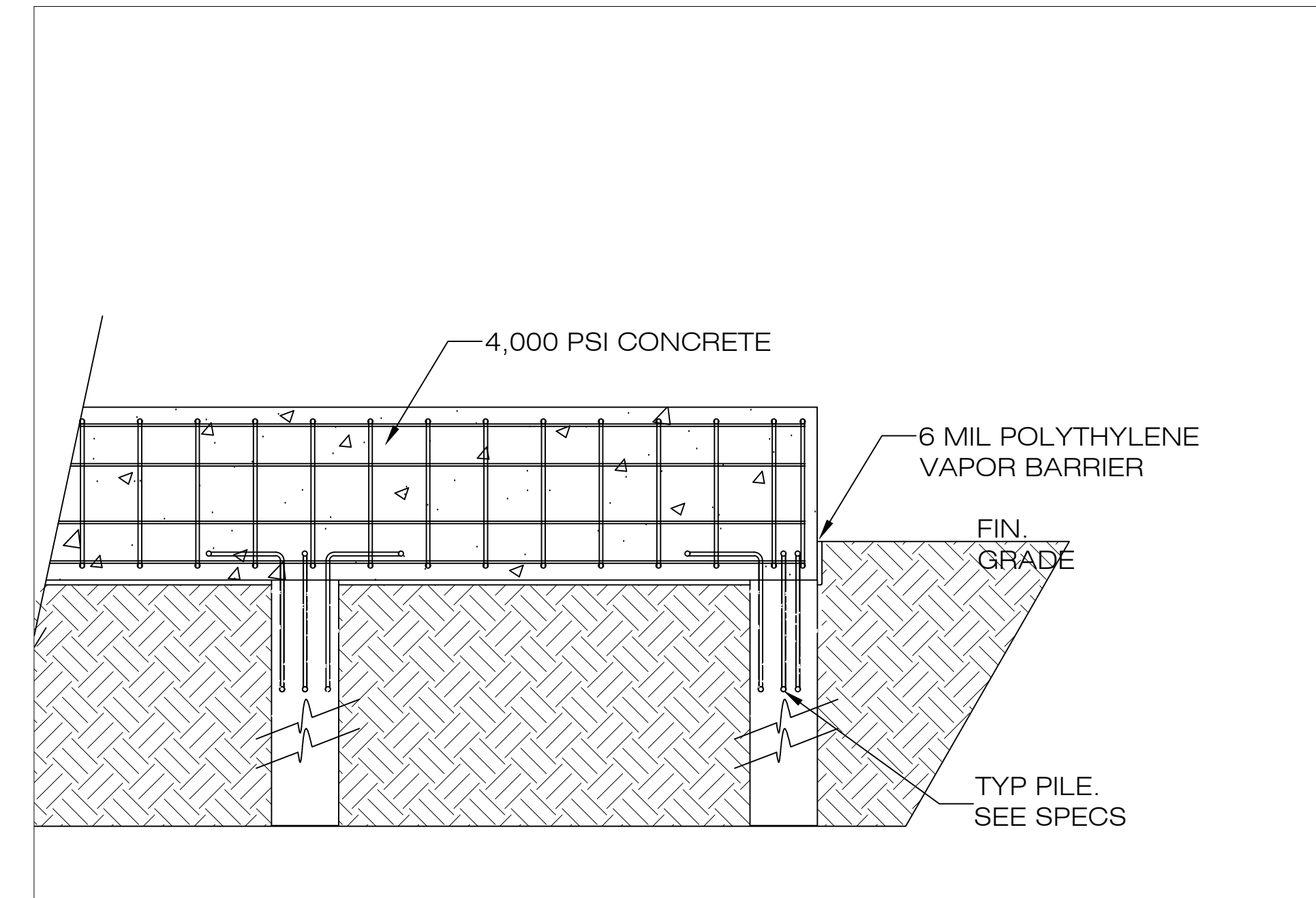
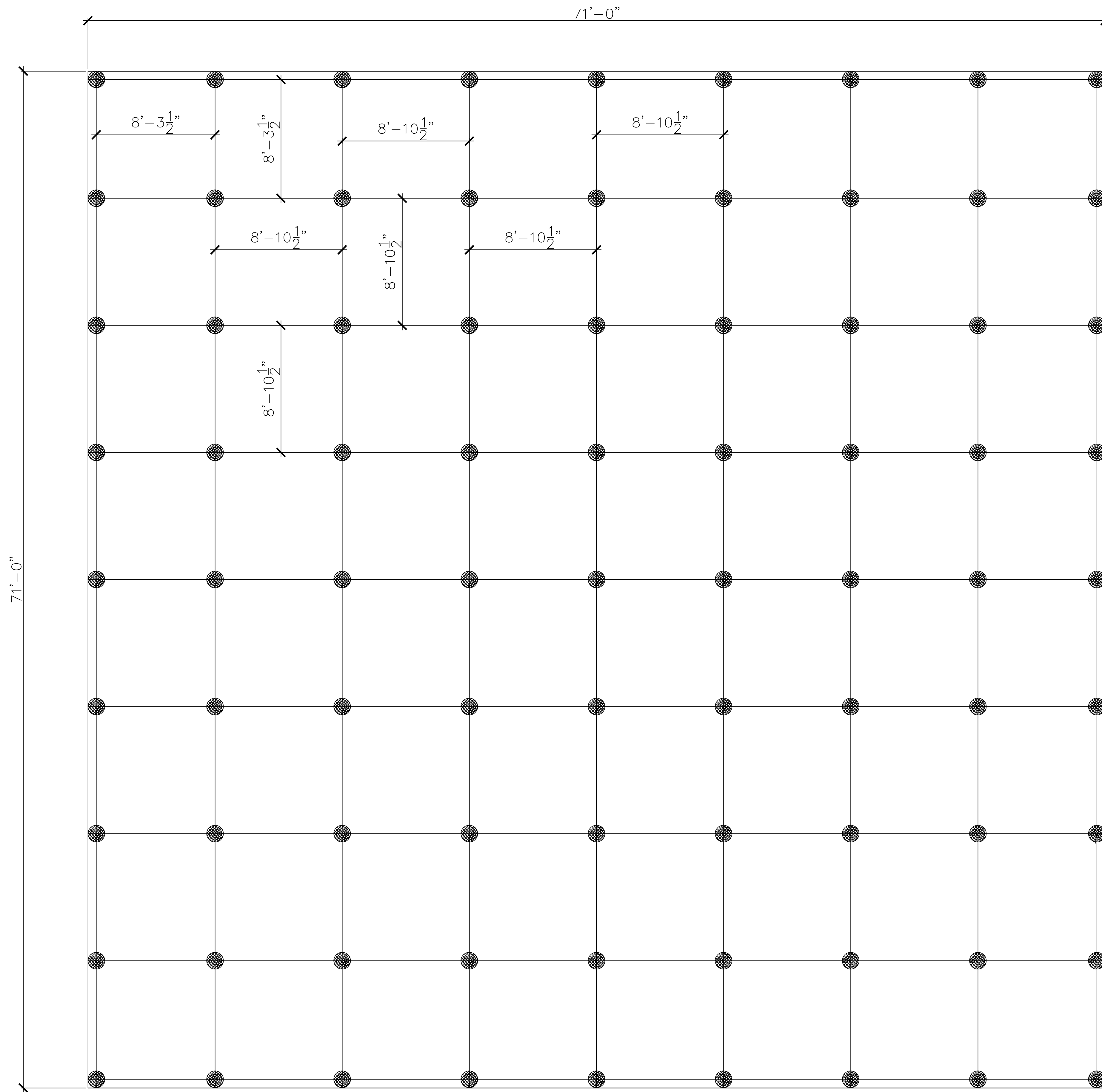
Sheet No.
S-200

1 FOUNDATION PLANS
 S-200 SCALE: 1/4" = 1'-0"

NORTH

S-200 FOUNDATION PLAN
 S-201 PILES PLANS & LAYOUT
 S-303 STEEL SECTION AND SPECS

100% CONSTRUCTION SET - Permit Revision x - SEPT. 2023



1 SECTION
S-201 SCALE: 1/4" = 1'-0"

NOTE!

36" THICK 4,000 PSI CONCRETE SLAB ON GRADE W #5 TEMP STEEL 3" OF SLAB EDGE & 12" O.C. TRANSVERSE TO MAIN BOTTOM STEEL, ON WELL COMPACTED, TERMITE TREATED SOIL ON 6 MIL. VAPOR BARRIER U.N.O. ON PLAN, VERIFY ALL METER AND PANELS LOCATIONS. PLEASE LOCATE ALL NOTES AND DETAILS ON ARCHITECTURAL AND SITE PLANS THAT APPLY FOR ELECTRICAL, AND PLUMBING CONNECTIONS OR PENETRATIONS.

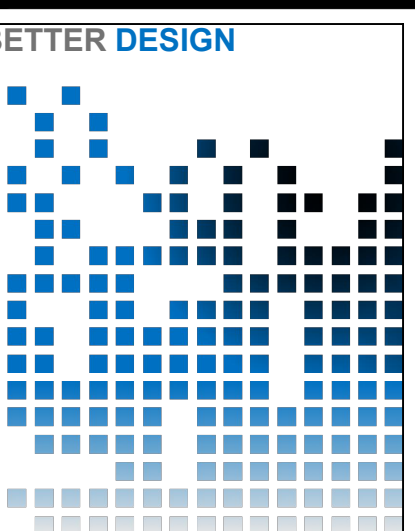
PILE SIZE and REINFORCING 'P'

PILE	SIZE	REINFORCING	# 3 TIES	REMARKS
			SPACING	
P	14" DIA	4 #5 DIA BARS @	10" O.C.	CAPACITY 35 TONS, 70 KIPS

SLAB STEEL REINFORCING

- # 5 AT 12" O.C. BOTTOM LOWER LAYER
- # 5 AT 12" O.C. AT TOP LAYER
- # 5 AT 18" O.C. AT MIDDLE LAYERS

TYPICAL PILE LOCATION



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ENLARGED PROPOSED STRUCTURAL PLAN
PROPOSED MONUMENT BASE WITHIN LANDSCAPE
HERON BAY GOLD SITE
PARKLAND, FL 33076

Designer of Record
AV BALM
PE of Records
VANDIN CALITU

Rev	Date	Note

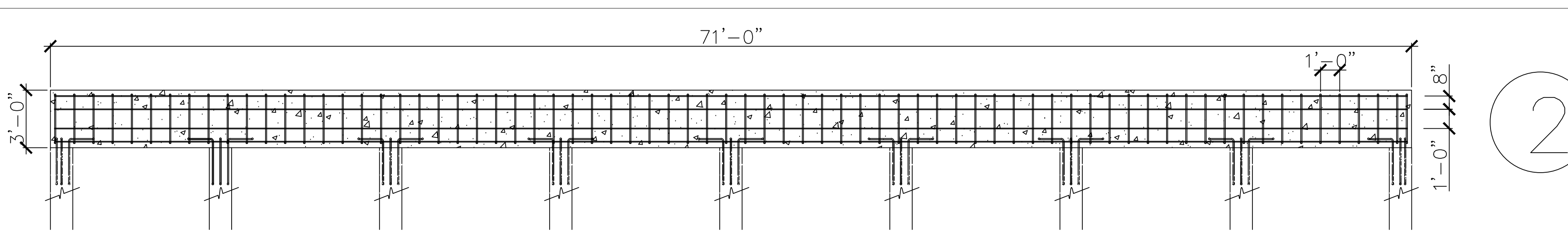
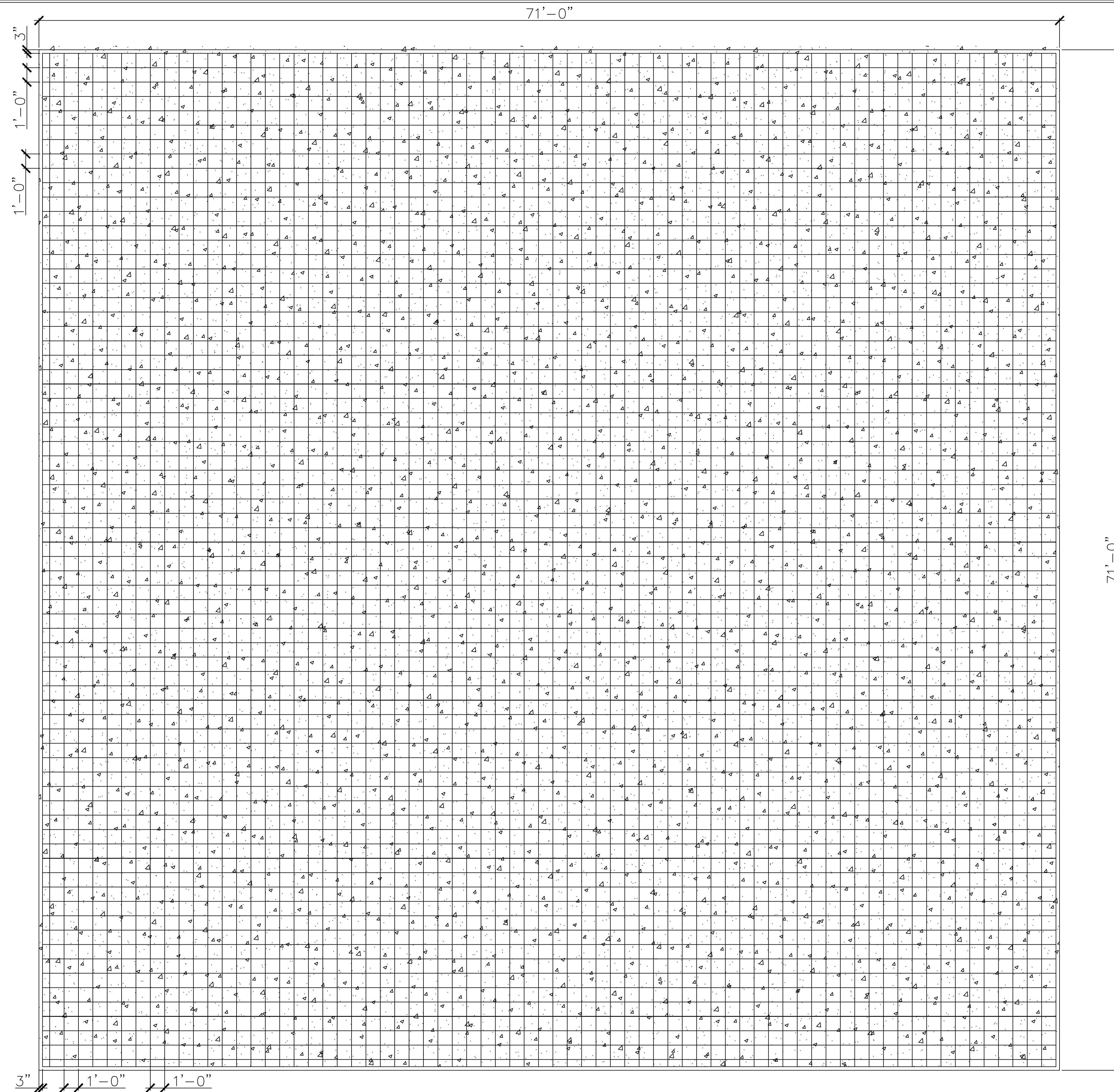
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Drawn By: A.B.
Checked By: V.C.

Project No.: 23-0821

Sheet No.: **S-201**



100 % CONSTRUCTION SET - Permit Revision 1 - SEPT, 2023



NOTE!
 36" THICK 4,000 PSI CONCRETE SLAB ON GRADE W #5 TEMP STEEL 3" OF SLAB EDGE & 12" O.C. TRANSVERSE TO MAIN BOTTOM STEEL, ON WELL COMPACTED, TERMITE TREATED SOIL ON 6 MIL. VAPOR BARRIER U.N.O. ON PLAN, VERIFY ALL METER AND PANELS LOCATIONS. PLEASE LOCATE ALL NOTES AND DETAILS ON ARCHITECTURAL AND SITE PLANS THAT APPLY FOR ELECTRICAL, AND PLUMBING CONNECTIONS OR PENETRATIONS.

PILE SIZE and REINFORCING 'P'				
PILE	SIZE	REINFORCING	#3 TIES	REMARKS
			SPACING	
P	14" DIA	4 #5 DIA BARS	@ 10" O.C.	CAPACITY 35 TONS, 70 KIPS

SLAB STEEL REINFORCING

- # 5 AT 12" O.C. BOTTOM LOWER LAYER
- # 5 AT 12" O.C. AT TOP LAYER
- # 5 AT 18" O.C. AT MIDDLE LAYERS

BETTER DESIGN

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ENLARGED PROPOSED SITE PLAN

PROPOSED MONUMENT BASE WITHIN LANDSCAPE

HERON BAY GOLD SITE
 PARKLAND, FL 33076

Designer of Record:
 AN BALM
 PE of Record
 VANDIN CALITU

Rev	Date	Note

Date	Drawn By	Checked By
09-20-2023	A.B.	V.C.

Project No.
23-0821

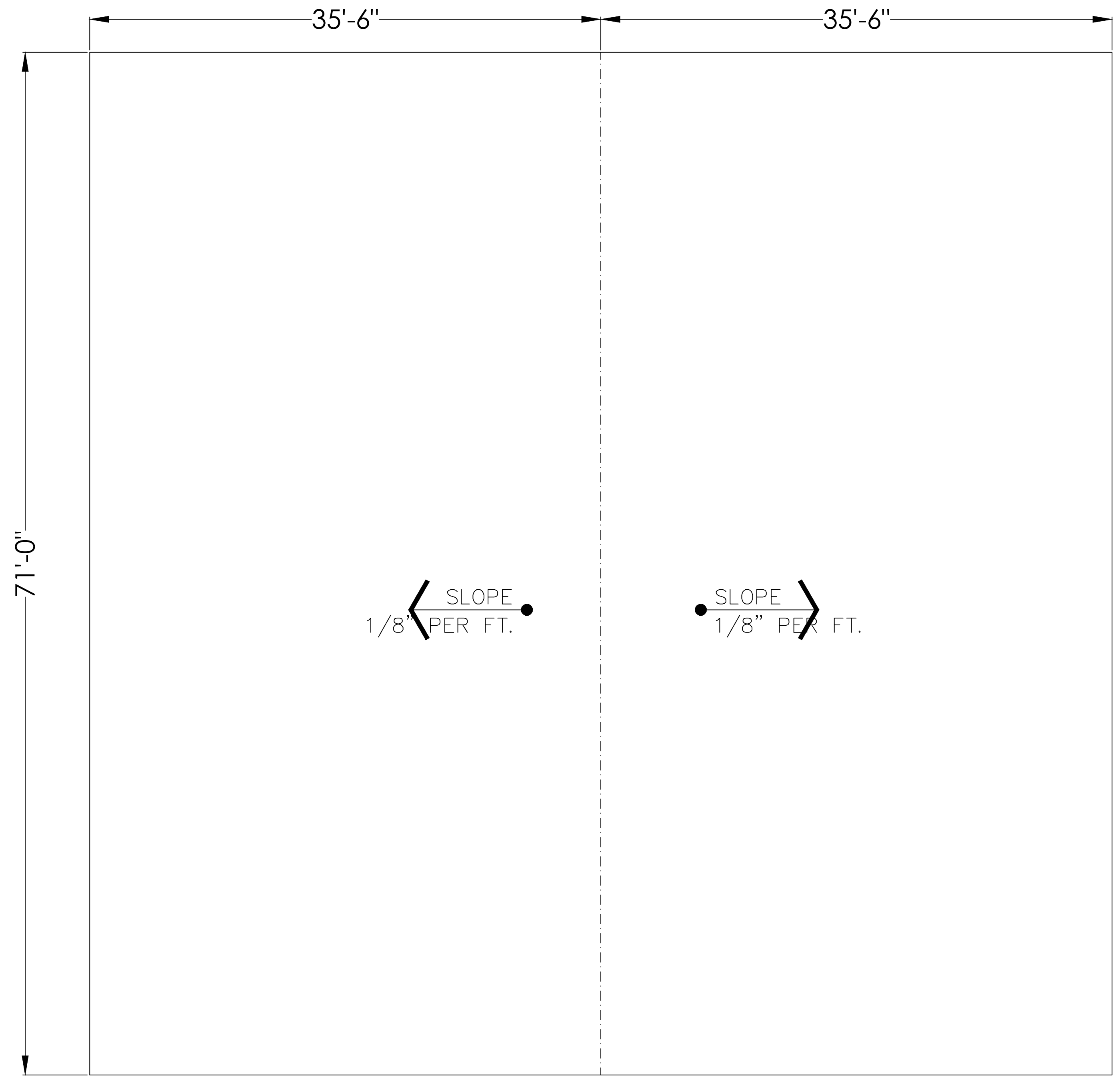
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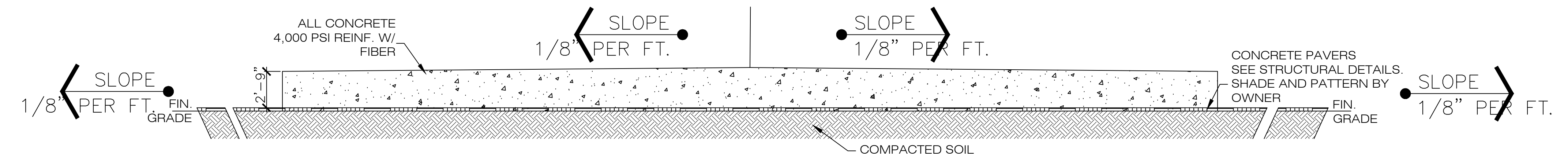
1 REINFORCED STEEL LAYOUT FOR SLAB
 S-202 SCALE: 1/4" = 1'-0"

100% CONSTRUCTION SET - Permit Revision X - SEPT. 2023

S-202



1 TOP VIEW
A-201 SCALE: 3/16" = 1'-0"
NORTH



1 ELEVATION TOP VIEW
A-201 SCALE: 3/16" = 1'-0"

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ARCHITECTURAL PLAN
PROPOSED MONUMENT BASE WITHIN LANDSCAPE
HERON BAY GOLD SITE
PARKLAND, FL 33076

Designer of Record
AV BAUM
PE of Record
VANDIN CALITU

Rev	Date	Note

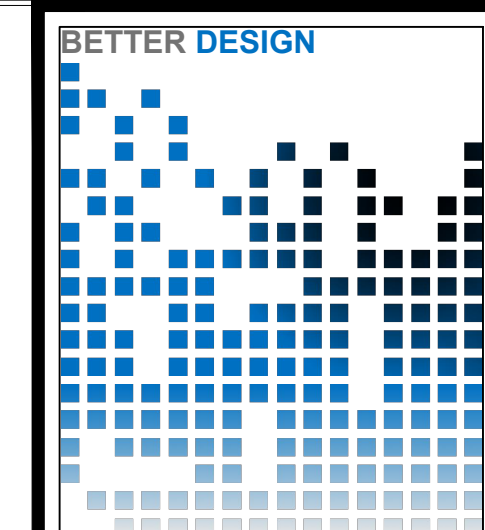
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Drawn By: A.B.
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Project No. 23-0621

Sheet No.

A-201

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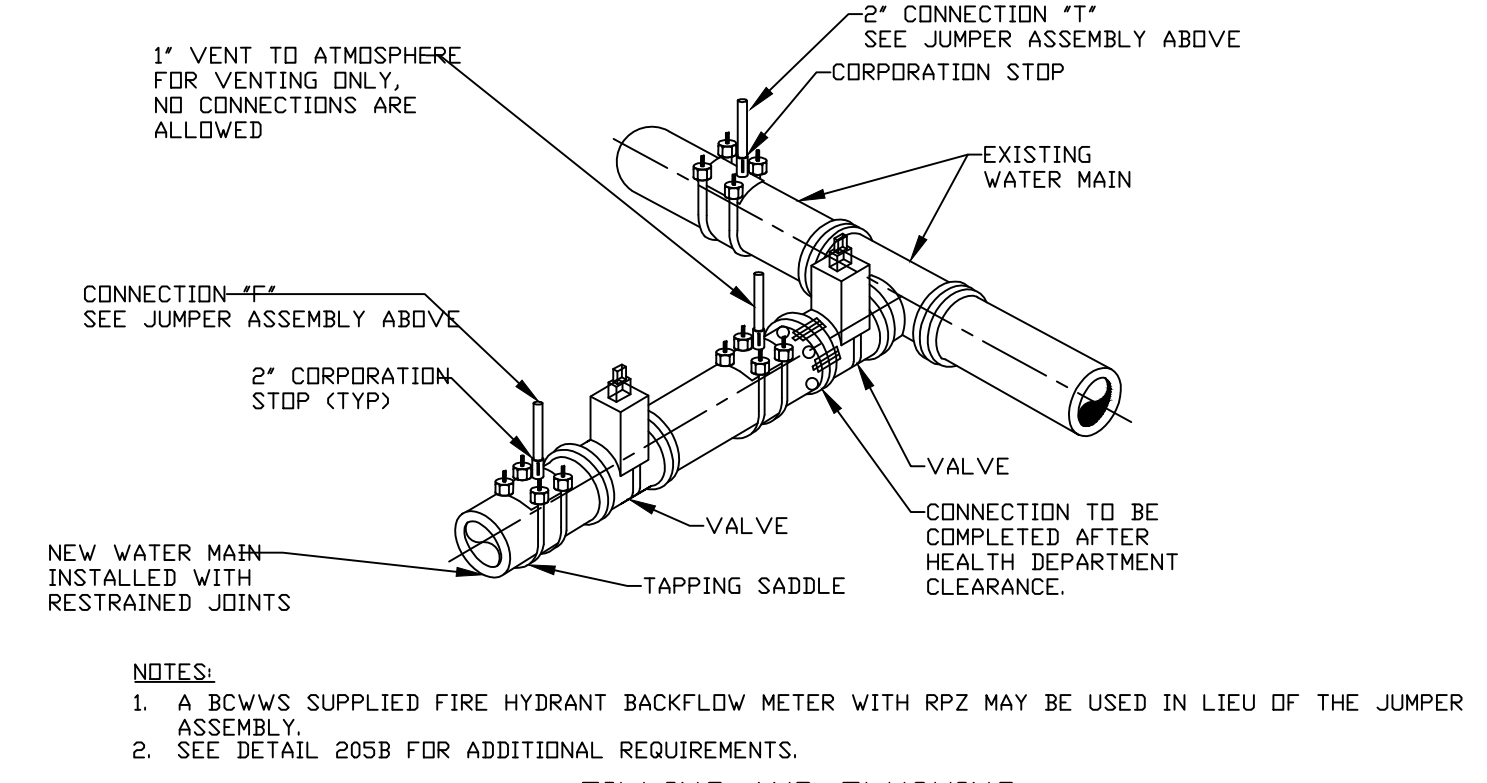
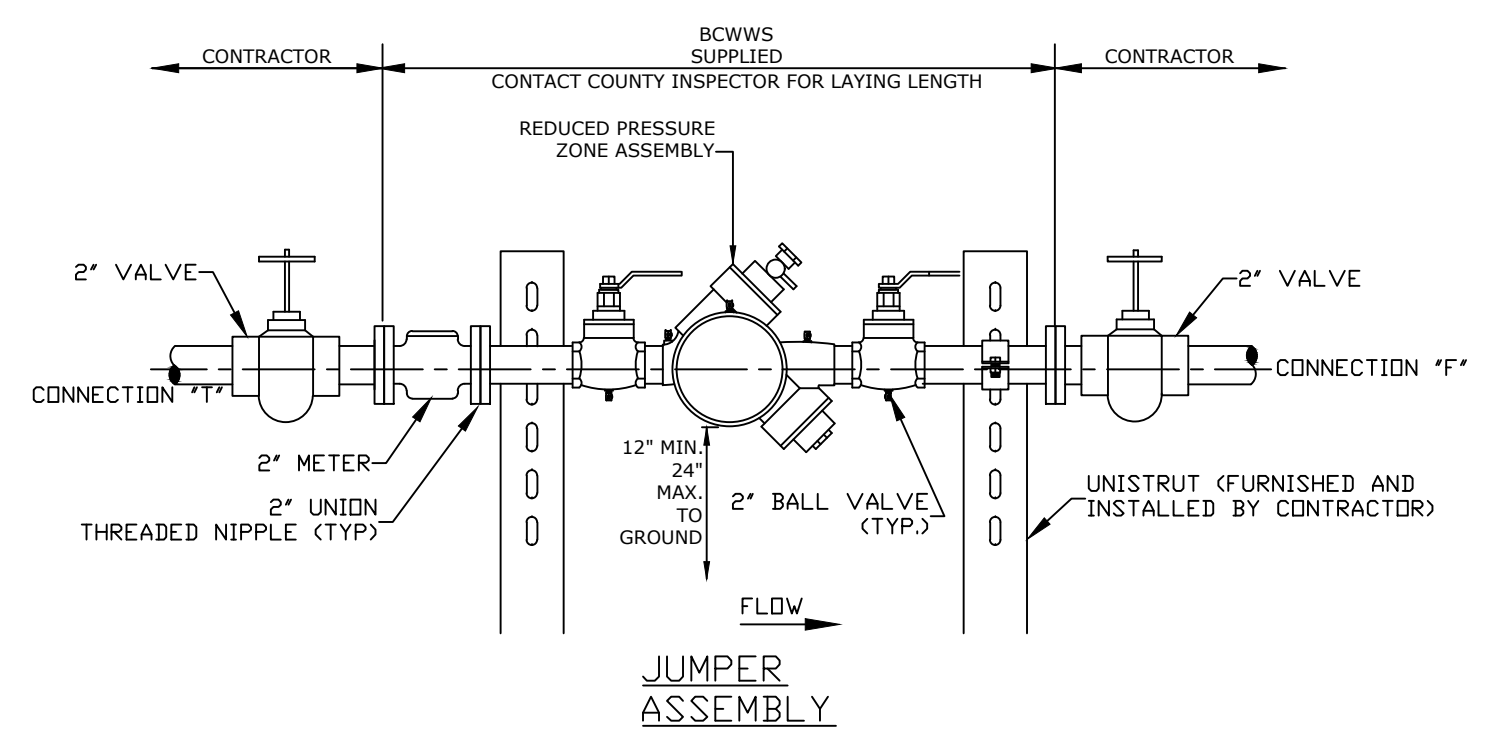
GENERAL DETAILS
 PROPOSED MONUMENT BASE WITHIN LANDSCAPE
 HERON BAY GOLD SITE
 PARKLAND, FL 33076

Designer of Record
 AV BAUM
 PE of Record
 VANDR CALTU

Rev	Date	Note

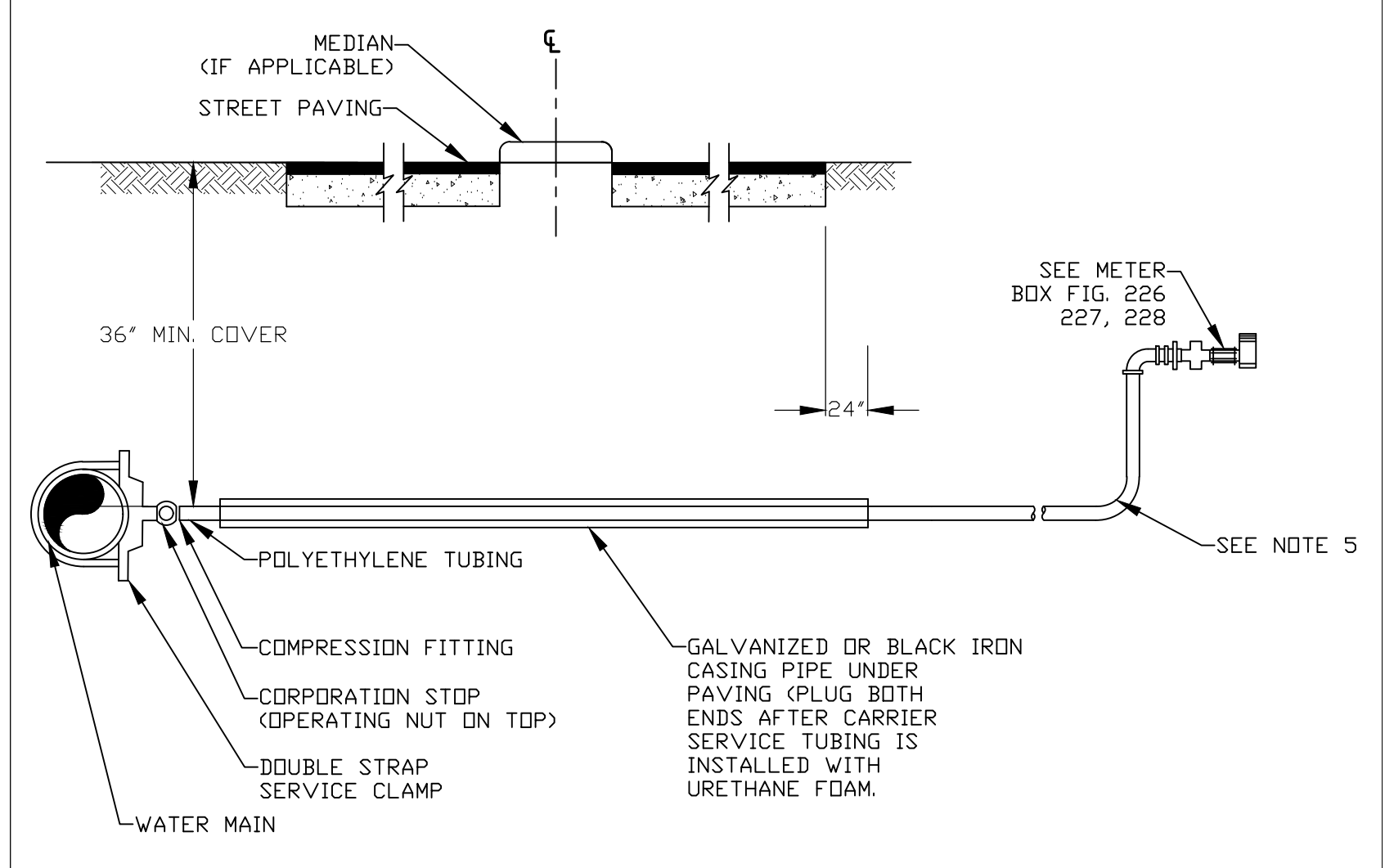
Date: 09-20-2023 Drawn By: A.B. Checked By: V.C.
 Project No. 23-0821
 Sheet No.

C-201



NOTES:
 1. A BCWWS SUPPLIED FIRE HYDRANT BACKFLOW METER WITH RPZ MAY BE USED IN LIEU OF THE JUMPER ASSEMBLY.
 2. SEE DETAIL 205B FOR ADDITIONAL REQUIREMENTS.

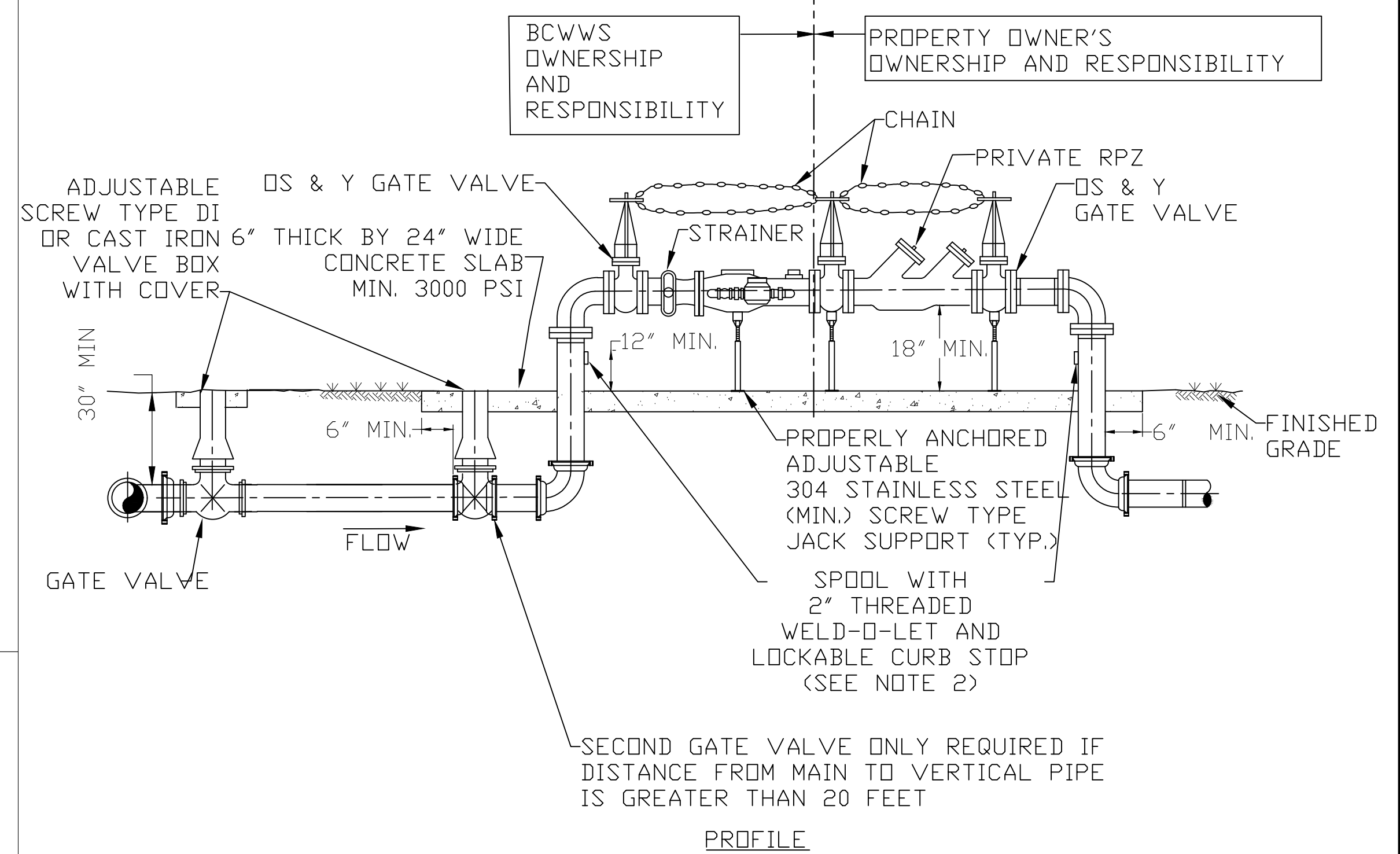
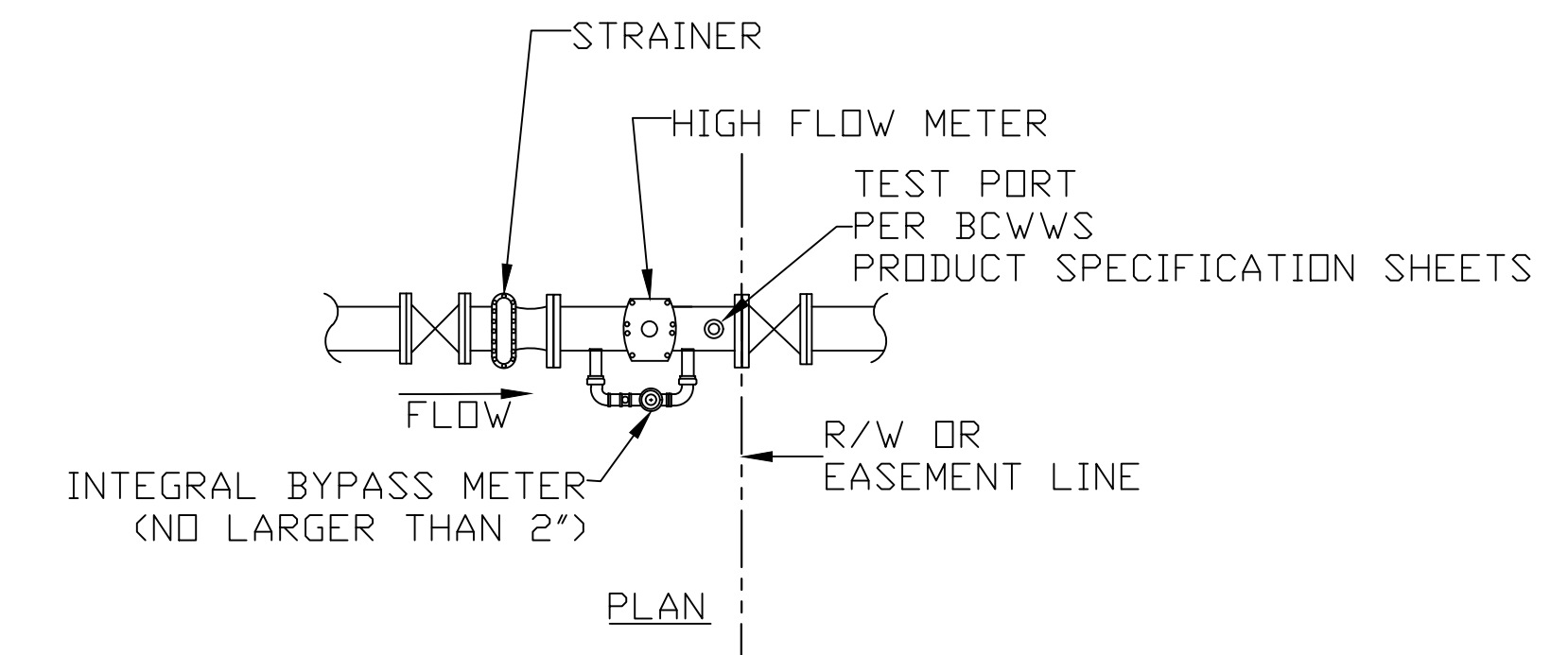
FILLING AND FLUSHING CONNECTION
DETAIL 205
 NTS



NOTES:
 1. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE SPACED NOT LESS THAN 18" ON CENTER. NO TAPS SHALL BE CLOSER THAN 18" TO A JOINT.
 2. 1" SERVICES REQUIRE A 2" MINIMUM INSIDE DIAMETER CASING PIPE.
 3. 2" SERVICES REQUIRE A 3" MINIMUM INSIDE DIAMETER CASING PIPE.
 4. ALL CASING PIPE SHALL EXTEND A MINIMUM OF 2' BEYOND THE EDGE OF PAVED STREETS.
 5. FOR 1" SERVICE LINES THE MINIMUM RADIUS SHALL BE 14". FOR 2" SERVICE LINES THE MINIMUM RADIUS SHALL BE 21".
 6. ALL CASING PIPE ENDS SHALL BE FILED SMOOTH WITH NO BURRS AND SEALED WITH URETHANE FOAM.
 7. THE POLYETHYLENE OR COPPER TUBING SHALL BE ONE CONTINUOUS PIECE FROM THE CORPORATION STOP TO THE CHECK VALVE. NO JOINTS WILL BE PERMITTED BETWEEN THESE POINTS.

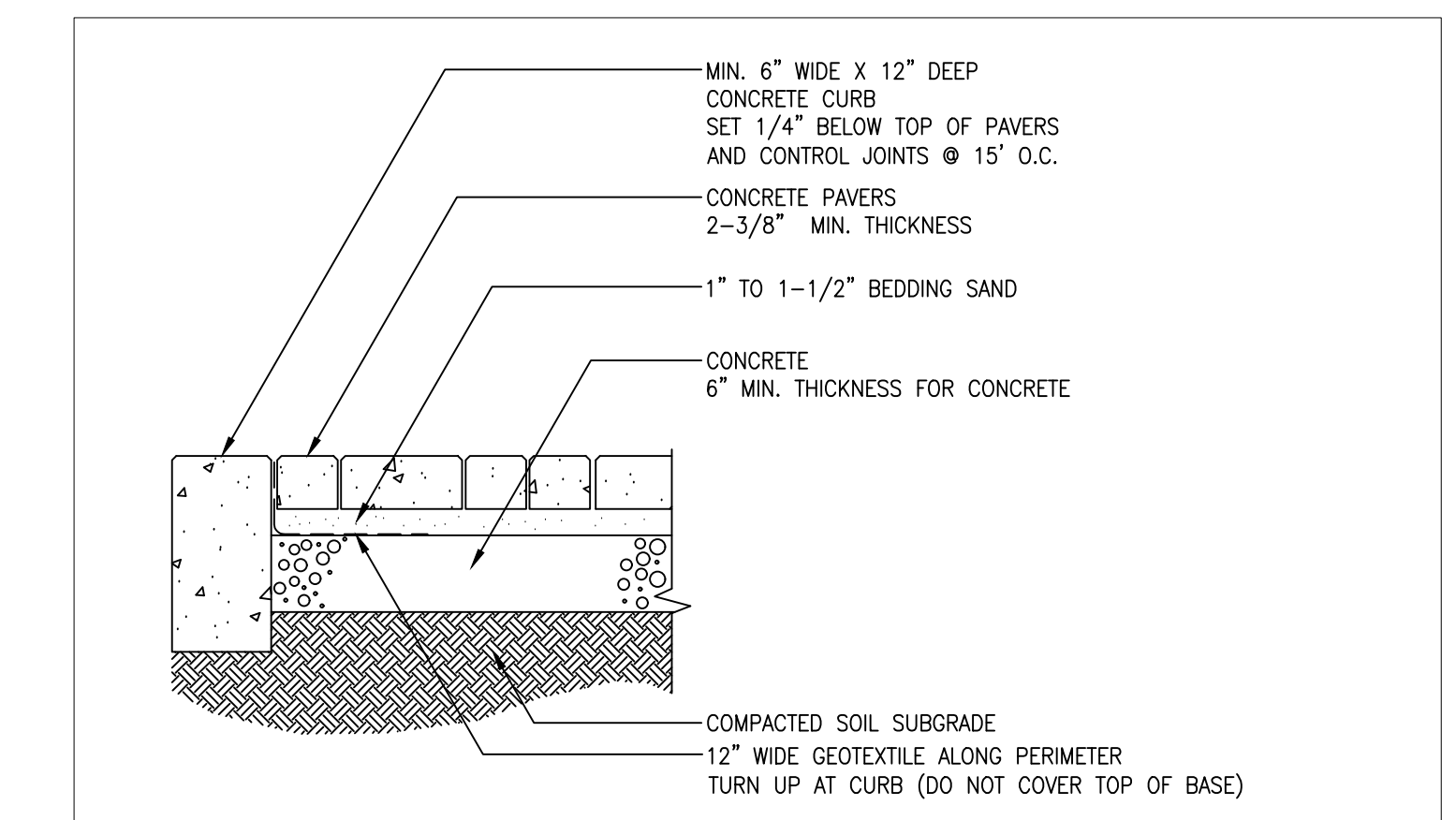
THIS DETAIL APPLIES ONLY TO COUNTY ARTERIAL AND COLLECTOR ROADS (70' TO 120' R/W) AND ALL STATE ROAD R/W

TYPE 2 WATER SERVICE CONNECTION
DETAIL 222
 NTS



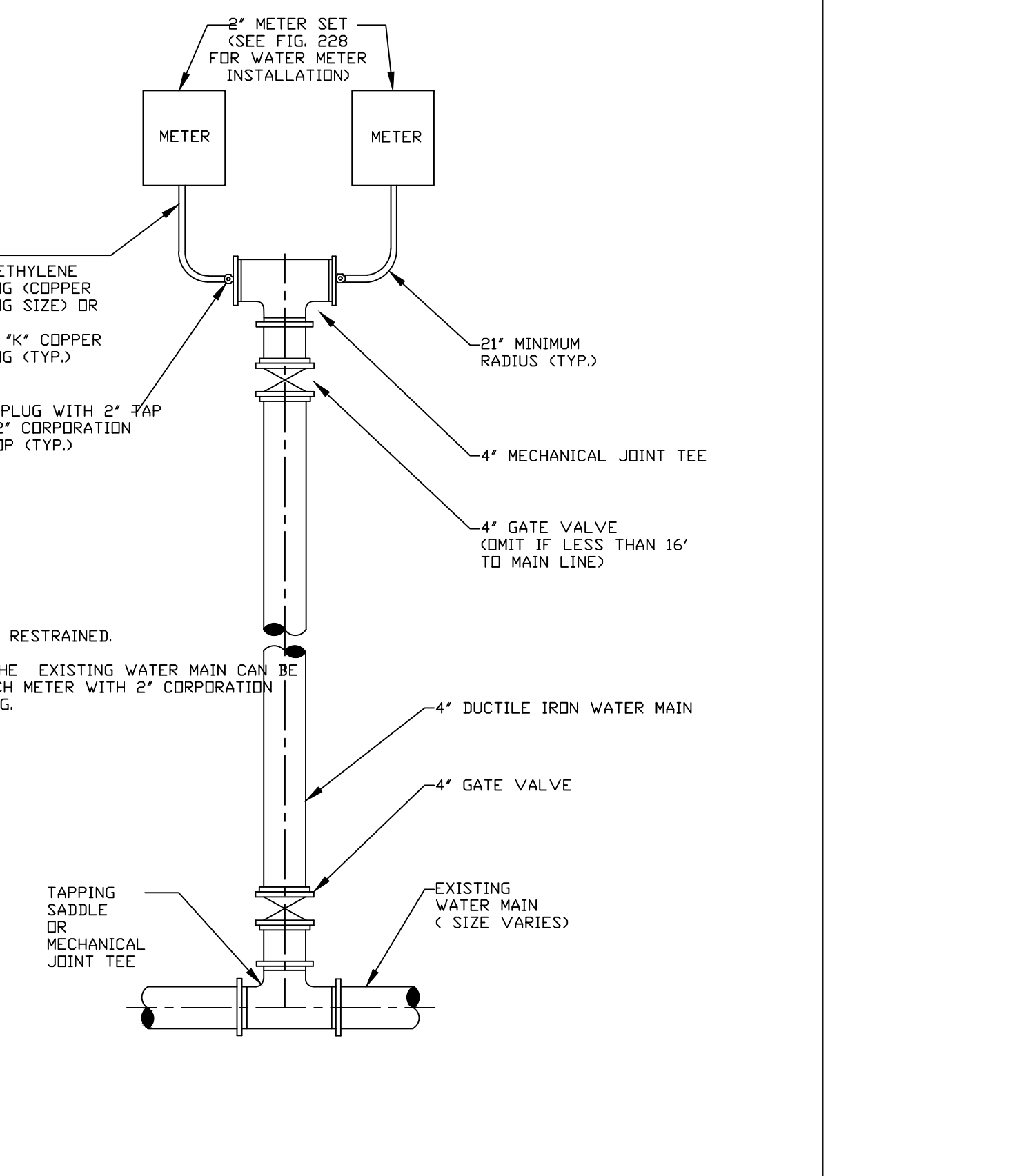
PROFILE

1. ALL ABOVE-GROUND PIPING, FITTINGS, GATE VALVES AND CHECK VALVES AND THE METER ASSEMBLY SHALL BE PAINTED WITH POLYURETHANE COATING (BLUE).
 2. CURB STOPS TO FACE EACH OTHER.

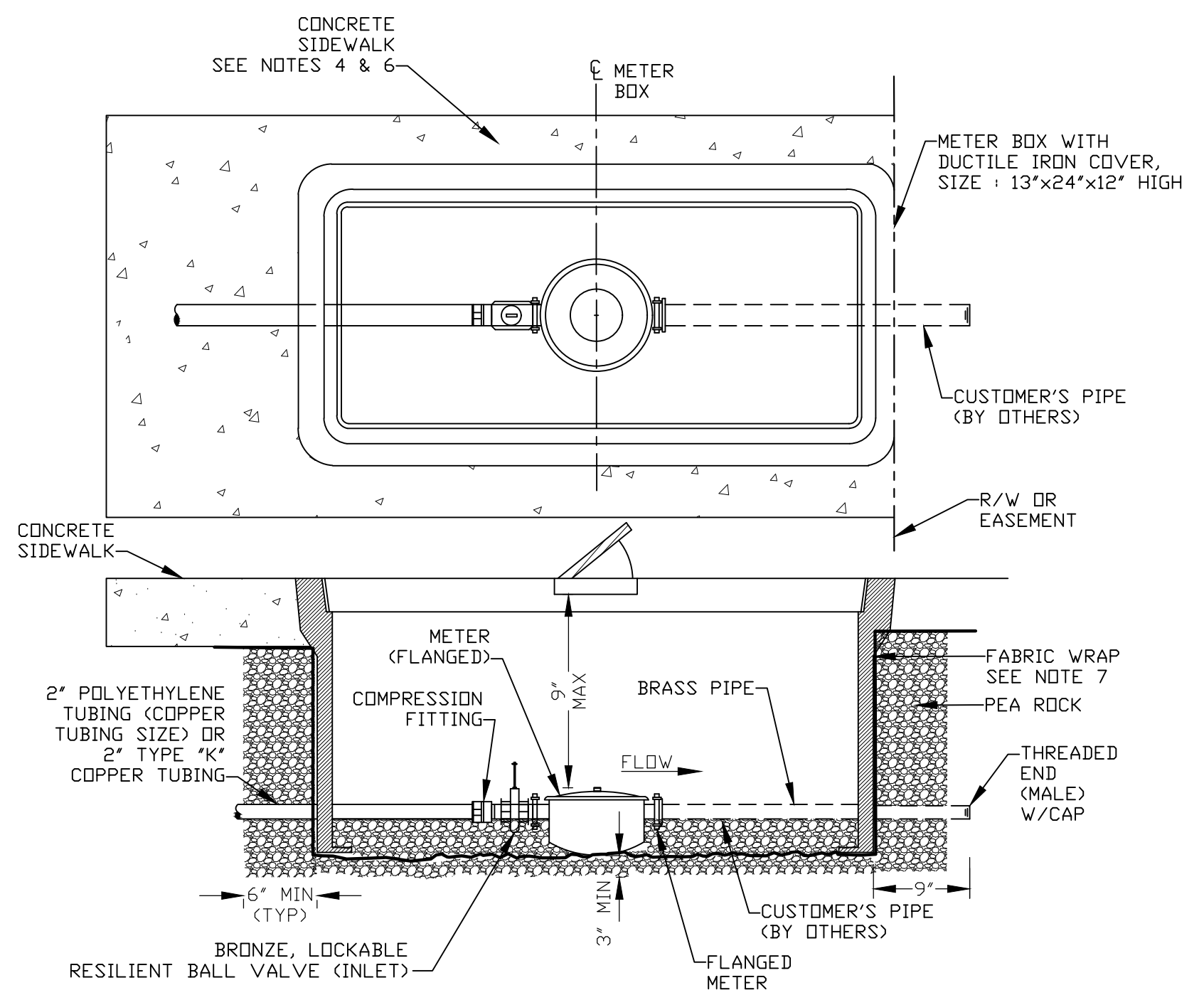


DRIVEWAY / PLAZA

NOTES:
 1. THICKNESS OF BASE WILL VARY WITH TYPE OF SOIL SUBGRADE AND CLIMATE; COLDER CLIMATES MAY REQUIRE THICKER BASES.
 2. PROVIDE PEA GRAVEL-FILLED WEEP HOLE(S) AT LOWEST ELEVATIONS; COVER TOP OF HOLE WITH GEOTEXTILE.
 3. CONSULT ICPI TECH SPEC 2 AND CSI MANU SPEC FOR GUIDELINES ON SPECIFICATIONS FOR BASE MATERIALS, SUBGRADE SOIL AND BASE COMPACTION.
 4. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 5. DO NOT SCALE DRAWINGS.



METER INSTALLATION FOR TWO 2" METERS
DETAIL 224
 NTS



METER SIZE	LAYING LENGTH (IN)	HEIGHT (IN)
1 1/2"	13	6 7/8"
2"	17	7 1/2"

NOTES:
 1. ALL STRUCTURES TO BE TRAFFIC BEARING TYPE.
 2. CURVE IN SERVICE LINE SHALL BE AS CLOSE TO METER BOX AS PRACTICAL, WITH A MINIMUM RADIUS SHALL BE 21" FOR 2" TUBING.
 3. ALL METERS WILL BE SUPPLIED AND INSTALLED BY WWS. METERS ARE FLANGED.
 4. WHEN SIDEWALKS ARE PRESENT, OR PLANNED FOR IN THE R/W, THE BACK EDGE OF THE METER BOX SHALL LINE UP WITH THE BACK EDGE OF THE SIDEWALK.
 5. METER SHALL BE CENTERED IN BOX DIRECTLY UNDER THE ACCESS LID.
 6. WHEN THERE ARE NO SIDEWALKS, CONSTRUCT 6" WIDE x 6" THICK CONCRETE COLLAR AT GRADE.
 7. AT BOTH PIPE PENETRATIONS THROUGH THE FABRIC WRAP, THE FABRIC SHALL BE PULLED TIGHT AROUND THE PIPE AND SECURED WITH TWO GRADE 316 STAINLESS STEEL HOSE CLAMPS TO PROVIDE A TIGHT SEAL AROUND PIPE.