TOWN OF LAUDERDALE-BY-THE-SEA

CONSTRUCTION CONTRACT

This Contract (the "Contract") is dated as of the _____ day of_____, 2012 by and between The Town of Lauderdale by the Sea (hereinafter called the "Town") and _____(hereinafter called **"**Contractor") located at: _____

Town and Contractor, in consideration of the mutual covenants hereafter set forth, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

DEFINITIONS

Acceptance – The formal action by the Town accepting the Work as being complete after review and recommendation for same by the Town's Representative.

Addenda – Supplemental instructions and/or instruments issued by the Town which may be prior to the opening of the Bids.

Application for Payment – The form Contractor shall use to request payments and which may require supporting documentation.

Architect –The individual or firm designated by the Town to be the Project's representative for architectural related matters during construction of the Project.

Bid – The offer or proposal of the Bidder, including all Bidding Documents, setting forth the prices for the Work to be performed.

Bidder – Any person or entity submitting a proposal for the Work described in the Bidding Documents.

Bidding Documents – All documents provided in the Invitation to Bid, including, but not limited to the following: Instructions to Bidders, Bid Form, Bid Bond, Sample Contract for Construction, all documentation accompanying Bid, post Bid documentation submitted, Qualifications Statement, General Conditions, Technical Conditions, Supplemental Conditions, Plans and Specifications, and any Addenda issued.

Bonds –Performance and payment bonds referenced herein, maintenance bond and/or any other applicable instruments of security provided pursuant to the Project.

Claim – A written demand or assertion by Town or Contractor seeking an adjustment of Contract Price, Contract Times, or both, or other relief with respect to the terms of the Contract Documents. A demand for money or services by a third party is not a Claim.

Change Order – A document recommended by the Town's Representative, which is signed by Contractor and Town 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 Contract.

Contract – (also Contract for Construction or Agreement) – The written instrument memorializing the Contract between Town and Contractor describing the Work to be performed, and the relationship between the parties.

Contract Documents – The Contract Documents consist of, but are not limited to the Drawings, Plans and Specifications, Project Contract, Bid Form, all Bidding Documents, post Bid documentation, Qualifications Statement, Addenda, Notice of Award, Notice to Proceed, Certificates of Insurance, Bonds, the General Conditions, Supplementary Conditions, Permits, any additional documents that are submitted relative to the Bid and all changes, amendments, modifications and supplements issued on or after the Effective Date of the Contract.

Cost of the Work – The sum of all Costs necessarily incurred and paid by Contractor in the proper performance of the Work; as specifically may be limited by provision of the Contract Documents.

Contract Price – The total compensation payable by Town to Contractor under the Contract Documents as stated in the Contract, for satisfactory completion of the Work.

Contract Time – The number of days allowed in the Contract for the completion of the Work.

Contractor – The person, firm or corporation with whom Town has entered into the Contract for the performance of the Work.

Day – A calendar day of 24 hours measured from midnight to the next midnight.

Defective – Unsatisfactory, faulty or deficient, non-conforming with the standards of the Contract Documents, or failing to meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or damaged prior to the recommendation for final payment by the Town's Representative.

Drawings – The drawings, diagrams, illustrations and other data which show the character, extent and scope of the Work to be performed and which have been prepared by the Architect and/or Engineer for the Project and approved by the Town.

Effective Date – The date indicated in the Contract on which it becomes effective. If no such date is indicated, the date on which the Contract is last signed and delivered.

Engineer – The individual or firm designated by the Town to be the Town's Representative for engineering related matters during construction of the Project.

Environmental Law – Any and all local, state, or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and The Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Chapters 161, 253, 373, 376 and 403, Florida Statutes, the rules and regulations of the Florida Department

of Environmental Protection, or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws.

Field Order – A written order issued by the Town's Representative which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

Final Completion – The point at which, subsequent to Substantial Completion, all Work, or a phase of the Work, if applicable, required under the Contract Documents has been fully and properly completed, including, but not limited to, punch list items, issuance of certificates of final occupancy and/or use, issuance by all governmental and/or governing authorities having jurisdiction over the Work of all required final approval, permits, and licenses required, delivery of record drawings, electronic files, and manuals to the Town.

Hazardous Substance – Any element, constituent, chemical, substance, compound, or mixture, which are defined in or included under or regulated by any Environmental Law.

Notice of Award – The written notice by Town to the lowest responsive, responsible Bidder indicating award of the Bid.

Notice to Proceed – A written notice given by Town to Contractor fixing the date on which the Contract Time will commence and on which Contractor's obligations commence.

Project – The Work to be performed under the Contract Documents which may be the whole or a part as may be indicated in the Contract Documents.

Punch List – A list of items of Work compiled by inspection by the Architect and/or Engineer, and/or the Town's Representative, which are incomplete, unperformed, deficient and/or inconsistent with the Contract Documents.

Responsible Bidder – Any person or entity submitting a Bid who maintains a permanent place of business, meets the qualifications of the Bidding Documents, has adequate equipment and personnel to complete the Work within the established time limits, has adequate financial resources to meet current obligations plus the obligations required to perform the Work and who or which has not defaulted on a prior contract with the Town.

Samples – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Schedule of Values – A schedule of the intended and required progress of the Work, including critical path activities and completion dates therefor.

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 to Town by Contractor to illustrate material or equipment for some portion of the Work.

Site – Lands or areas upon which the Work is to be performed, including rights-of-way and easements for access thereto, and all lands and any area which is designated for the use of Contractor in performance of the Work.

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

Subcontractor – An individual, firm or corporation who enters into a Contract with Contractor for the performance of any part of Contractor's Work.

Submittals – Documents or Shop Drawings reflecting how a particular aspect of the Work is to be fabricated and installed. Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, Project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.

Substantial Completion – A level of completion indicating substantial compliance with the Contract Documents, as certified in writing by Town's Representative and recommended by the Architect and/or Engineer, such that the Town or its designee can have beneficial use or occupancy of the Project and can use or operate the Project in all respects for its intended purpose. In the event the Work includes more than one Phase, the Town, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase, including Final Completion.

Supplementary Conditions – That part of the Contract Documents which amends or supplements the Bidding Documents.

Supplier – A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

Surety – The entity or individual which is bound by the Performance, Payment and/or Maintenance Bond with and for the Contractor, and which contracts to be responsible for the Contractor's acceptable performance of the Work and for his payment of all debts pertaining thereto, in accordance with the Bond documents and Section 255.05, Florida Statutes.

Total Base Bid – The sum of all the unit prices multiplied by the quantities, as provided in the Bid Form.

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 utility services or materials, including but not limited to: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage, and drainage removal, traffic or other control systems or water.

Town's Representative – The individual designated by the Town to act as the Town's Representative with respect to Contractor's performance of the Work. Such individual shall have authority to transmit instructions, receive information, and make decisions with respect to the performance of the Work.

Work (Also referred to as the "Project") – 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.

BOCC – Broward County Board of County Commissioners

DCA - Florida Department of Community Affairs

DOH – Broward County Department of Health

EPA - Environmental Protection Agency

FDEP - Florida Department of Environmental Protection (or DEP)

FDOT - Florida Department of Transportation (or DOT)

FEMA - Federal Emergency Management Agency

SFWMD - South Florida Water Management District

TDC - Tourist Development Council

USACOE - United States Army Corps of Engineers

Article 1. WORK.

1.1 **Project/Work.** Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work, also referred to as the "Scope of the Work" is generally described as the following:

*The Work of this Contract comprises the construction of Stormwater Improvements on Harbor Drive for the Town of Lauderdale by the Sea. The Work will include, but not be limited to, Site preparation, earthwork, dewatering, drainage installation and improvements, roadway and driveway restoration. The limits of the Harbor Drive Drainage Improvements are bounded by West Tradewinds to the West and Seagrape Drive to the East, Commercial Boulevard to the South and Neptune Avenue to the North.

1.2 **Schedule of Values.** Within ten (10) days from the pre-construction conference and before submission of the first Application for Payment, the Contractor shall submit a Schedule of Values for the Work, which shall include critical path activities proposed completion dates for such activities and an indication of the percentage of Final Completion of the Work each subsequent critical path activity will reflect. The Schedule of Values will be reviewed by the Town for acceptance as providing an orderly progression of the Work to completion within the Contract Time and for payment purposes. The finalized Schedule of Values shall be resubmitted by Contractor at Town's request until written approval by Town is obtained.

1.3 **Additional Services**. At any time the Town may request the Contractor to provide additional services (the "Additional Services"). Additional Services shall be authorized by execution of a Change Order at the value calculated as described herein and in the Contract Documents. The cost for any Additional Services performed under any renewal term of this Contract, if any, shall be at the same terms and conditions contained in this Contract.

1.4 **Change Orders**. For changes in the Work, Contract Time, any Additional Services required hereunder, or other changes, the Contract Price shall be increased (if applicable) by an amount equal to Contractor's additional Cost of Work (defined on the Contract Documents), on a unit price basis, if applicable, on a lump sum basis, or as otherwise agreed and specifically set forth in the Change Order. If there is a decrease in the Scope of Work, the Contract Price shall be decreased by the amount of actual costs associated therewith, based on the Cost of the Work and/or unit prices (as applicable) and lowered profit or as otherwise agreed and set forth in the Change Order. All Change Order Requests shall be made on the form attached as Exhibit 1-A. Contractor's response to such request shall be made on the form attached as Exhibit 1-B. All Change Orders shall be executed on the form attached hereto as Exhibit 1-C, which shall be binding on the parties when fully executed. Disputes shall be governed by the provisions of the Contract Documents.

1.5 **Emergency Change Orders**. In the event that changes in the Work are required on an emergency basis in order to protect the health and safety of the public, the Contractor shall proceed at the direction of the Town's Representative without a written Change Order from Town to the limited extent described herein. The Contractor shall keep separate records of all costs and time required to perform the Work. After review and approval by the Town, the Contractor shall invoice Town on a time and materials basis. In the event that the Work can be stopped without any further harm to the public but additional Work is necessary, the Contractor shall deliver an estimate to the Town as soon as practical and the requirements of this Article shall be met before the Contractor resumes the changes to the Work or additional Work.

1.6 **Supplements, Minor Variations or Deviations from or in the Work**. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized by one or more the following ways:

a. Approval of a Shop Drawing, Sample or Submittal, by Town's Representative; or

b. Written interpretation or clarification by Town's Representative, which does not adjust the Contract Price or Contract Times (Field Order); or

c. A Change Order on the form reflected as Exhibit 1 hereto.

1.7 **Subcontractors**. Simultaneously with execution of this Contract, the Contractor shall prepare and submit for Town's approval, the names of the persons or entities proposed by the Contractor to furnish materials, equipment, or services for each portion of the Work. The Contractor shall contract solely in its own name and behalf, and not in the name or behalf of Town, with the selected Subcontractor or Subconsultant. The Contractor shall not contract with any Subcontractor, Subconsultant, materialman, vendor, or supplier to whom Town has made reasonable objection or with whom the Town could not lawfully enter into a contract.

Article 2. TOWN'S REPRESENTATIVE, ARCHITECT AND ENGINEER.

2.1 The Town's Representative referred to in any of the Contract Documents designated herein is:

Town of Lauderdale by the Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33086
ATTN: TOWN Manager

2.2 The Town's Engineer referred to in any of the Contract Documents designated herein is:

Chen and Associates
500 West Cypress Creek Road - Suite 410
Fort Lauderdale, FL 33309

Article 3. TERM.

3.1 **Contract Time.** The Term commences upon full execution of this Contract. The Work shall not commence until the date specified in the Notice to Proceed. The Work shall be Substantially Completed within ninety (90) calendar days after the date specified in the Notice to Proceed ("Substantial Completion"), and completed and ready for final payment in accordance with the Contract Documents within one hundred and twenty (120) calendar days after the date specified in the Notice to Proceed ("Final Completion").

3.2 **Term.** The Term of the Contract shall continue until full performance by the Contractor of the Contractor's obligations set forth in the Contract Documents or until terminated earlier pursuant to the terms of this Contract.

3.3 **Survival of Obligations.** Any obligations of the Contractor, including but not limited to any indemnity, warranty, and/or guarantee by Contractor, that would or

could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

3.4 **Liquidated Damages.** Town and Contractor recognize that time is of the essence in this Contract and that the Town will suffer financial loss if the Work is not completed within the Contract Times specified herein for the Work above, plus any approved extensions thereof allowed in accordance with the Contract Documents. The Contractor also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town two hundred and fifty ($250) dollars for each calendar day that expires after the time specified herein for Substantial Completion of the Work. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified herein for completion and readiness for Final Payment or any proper extension thereof granted by Town, Contractor shall pay the Town two hundred and fifty ($250) dollars) for each calendar day that expires until Acceptance of the Project and Final Payment.

3.5 **Delay of Final Performance**. Should Substantial Performance, Final Completion and Acceptance of Work and/or any modification or additions to the Work, be delayed beyond the time for performance provided above or in the Contract Documents because of lack of performance by the Contractor, it is understood and agreed that aside from any other liquidated damages, all actual additional costs incurred by the Town, including for, but not limited to professional services, will be the responsibility of the Contractor.

3.6 **Weather Delays**. Contract Time for weather delays may be claimed only by Contractor for delays caused by adverse weather that affects scheduled working hours on scheduled Work days (but excluding any legal holiday unless previously scheduled) and only after the Contractor has previously been delayed by weather for at least the number of anticipated working days of weather delays shown on Exhibit “2” and then only to the extent of the actual number of days’ delay in those activities that are critical path activities reflected on the approved Schedule of Values. The Contractor shall provide Town with written notice of all delays claimed due to weather. Such written notice shall identify the critical path activity(ies) affected, and the notice shall be delivered to Town within five (5) days of the delay. Town shall determine whether extension of the Contract Time is justified. Extension of time shall be the Contractor’s sole remedy for any such delay.

3.7 **Other Delays**. Delays that affect those activities not identified on the Project’s critical path shall not be considered for a Contract Time extension unless the delay shall have been caused by acts constituting intentional interference by Town, and then, only to the extent that such acts continue after the Contractor has provided written notice to Town of such interference. Town’s exercise of any

of its rights under this Contract, regardless of the extent or number of such changes, or Town's exercise of any of its remedies of suspension of the Work, or requirement of correction or replacement of any defective Work, or its strict adherence to the Contract Documents shall not under any circumstances be construed as intentional interference with the Contractor's performance of the Work.

3.8 **Sums Due Town**. Monies due to the Town from Contractor, including without limitation for, shall be deducted from any monies due the Contractor, or if no money is due or the amount due is insufficient to cover the amount charged, then the Contractor shall be liable for liquidated damages, said amount and said amount may be deducted from Retainage (defined herein).

3.9 **Termination/Suspension.**

a. This Contract may be terminated by Town upon five (5) calendar days' written notice to the Contractor for breach of any material term or condition of this Contract, for failure to substantially comply with the Schedule of Values, for failure to perform the Work in a diligent, efficient, workmanlike, skillful, careful manner and in accordance with the provisions hereof, in the event the Contractor is adjudged bankrupt or has made an assignment for the benefit of creditors, has become insolvent, or for failure to make payments to laborers, Subcontractors or materialmen. In such event, Town shall provide a description of the nature of the default in such written notice and if Contractor has not fully cured such default within the aforesaid five (5) day period, the Town shall have the right to terminate the Contract. In the event that Contractor abandons this Contract or causes it to be terminated by the Town, the Contractor shall and hereby does indemnify, defend and hold harmless the Town against any loss pertaining to this termination. In the event of such termination, if the Contractor has neglected to perform Work properly or abandons the Project or the Project is incomplete, without prejudice to any other remedy available to Town, the Town may make good all Work, may use all equipment left remaining at no cost to Town, and may take such action as may be necessary in the circumstances to resolve any public safety or welfare issues with no liability or consequences therefore. If after such termination it is determined that the Contractor was not in default or sufficient cause for termination did not exist, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Town as described hereinbelow.

b. This Contract may be terminated by the Town for convenience upon five *(5)* calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding Subcontractor obligations. The Contractor shall be

compensated for all services performed to the satisfaction of the Town. In such event, the Contractor shall promptly submit to the Town its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

c. This Contract and progress of the Work may be suspended by Town at any time by written notice to Contractor. In the event the suspension is through no fault of Contractor, the Town shall pay Contractor's reasonable and actual costs resulting from such suspension.

Article 4. CONTRACT PRICE.

4.1 **Calculation of Payment.** Town shall pay Contractor, on a unit price basis, an amount not to exceed $_____ for completion of the Work in accordance with the Contract Documents. Contractor agrees that all allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents. The Contractor shall be paid upon completion of Additional Services in such amount as is specified herein or in any Change Order executed by the Town for the Additional Services.

Article 5. PAYMENT PROCEDURES.

5.1 **Pay Applications**. Contractor shall submit Applications for Payment in a form approved by Town and in accordance with the Contract Documents and Schedule of Values. Applications for Payment must be approved by the Town Engineer and shall be processed by Town as provided in accord with the Contract Documents. Contractor warrants and guarantees that: (i) all Work, materials and equipment covered by any application for payment shall be conveyed free and clear of all liens, and (ii) title to materials and equipment covered by an application for payment passes to the Town at the time of payment by Town.

5.2 **Progress Payments, Retainage**. Town shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Town shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. Progress payments will be made in an amount equal to the percentage of Work completed, but, in each case, less the aggregate of payments previously made and less such amounts as Town's Representative shall determine, or Town may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values. The Contractor agrees that ten

percent (10%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Town until Final Completion and Acceptance of the Work. In the event there is a dispute between Contractor and Town concerning a Pay Application, dispute resolution procedures in accordance with the Contract Documents shall be conducted by Town, commencing within 45 days of receipt of the disputed Payment Application. The Town shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

5.3 **Documents Included**. Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from TOWN for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to Subcontractors and material suppliers.

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

5.5 **Final Application for Payment, Lien Waivers**. The Final Application for Payment by Contractor shall not be made until the Contractor delivers to the Town complete original releases or waivers of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the Town, and an affidavit that, so far as the Contractor has knowledge or information, the releases include and cover all materials and Work for which a lien or claim could be filed. The Contractor may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to Town to defend and indemnify Town and any other property owner person or entity Town may be required to indemnify against any lien or claim.

5.6 **Final Payment.** Upon Final Completion and Acceptance of the Work by Town in accordance with the Contract Documents, Town shall pay the remainder of the Contract Price and Retainage as recommended by the Town's Representative.

Article 6. INDEMNIFICATION.

6.1 **Indemnification.** Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract, other than and only as limited by applicable law and in an amount no greater than $1,000,000 per occurrence. Contractor shall defend, indemnify, and hold the Town harmless from all losses, injuries or damages and wages or overtime compensation due its

employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

Article 7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.

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

7.1 Contractor Represents the following:

7.1.1 Contractor has examined and carefully studied the Contract Documents and the other data identified in the Bidding Documents, including the "technical data."

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

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

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

Contract Times and in accordance with the other terms and conditions of the Contract Documents.

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

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

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

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

7.2 Contractor warrants the following:

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

7.2.2 **Anti-Kickback:** Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Town has any interest, financially or otherwise, direct or indirect, in the Project, this Contract, or the proceeds thereof, during his or her term of employment or for one year thereafter Agreement. For breach or violation of this warranty, the Town shall have

the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.2.3 **Licensing and Permits:** Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, county or Town**.** Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project, which include those listed below:

Town Right Of Way Permit

The Town has obtained the following permits:

Town Building Permit

Broward County Surface Water Permit

SFWMD Dewatering Permit (as necessary)

FDEP NPDES Notice of Intent

7.2.4 **Public Entity Crime Statement:** Contractor warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime as specified in the Instructions to Bidders.

Article 8. Hazardous Substance.

8.1 **Use of Hazardous Substance:** The Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Site any Hazardous Substance, except in accordance with applicable environmental laws. Further, in performing the Work, the Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any watercourse or ground water, except in accordance with applicable Environmental Laws. In the event the Contractor engages in any prohibited activities, to the fullest extent permitted by law, the Contractor hereby indemnifies, defends and holds harmless Town and its officers, agents and employees from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including but not limited to expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from such activities (collectively "Environmental Claims").

8.2 **Encounter of Hazardous Substance**. In the event the Contractor encounters on the Site any Hazardous Substance, or what the Contractor reasonably believes to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Site, in a manner violative of any applicable Environmental Laws, the Contractor shall immediately stop Work in the area affected and report

the condition to Town in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of Town if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event the Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project, to the fullest extent permitted by law, the Contractor hereby indemnifies, defends and holds harmless Town and its officers, agents and employees from and against all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to, or resulting from the Contractor's failure to stop the Work.

8.3 **Effect of Hazardous Substance**. An extension of time plus payment of actual audited costs, including demobilization costs shall be the Contractor's sole remedy for any delay arising out of the encountering and/or rendering harmless of any Hazardous Substance at the Project Site. Town and the Contractor may enter into an agreement for the Contractor to remediate and/or render harmless the Hazardous Substance, but the Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume Work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless. It is the Contractor's responsibility to comply with the requirements hereof based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

Article 9. INSURANCE AND BONDS.

9.1 **Insurance**. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as specified below, naming the Town as named or additional insured, underwritten by a firm qualified to do business in the State of Florida.

a. Commercial general liability coverage with limits of liability of not less than $1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. This liability Insurance shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. General Aggregate (except products - completed operations) in the amount of $1,000,000.00.

b. Professional liability errors and omissions insurance coverage in an amount not less than $1,000,000.00.

c. Workers compensation insurance as required by law.

d. Business Automobile Liability with minimum limits of $500,000.00 per person, per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability each. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned Vehicles, Hired and Non-Owned Vehicles and Employers' Non-Ownership.

Endorsements of Insurance shall be provided to the Town at the time of execution of this Contract reflecting the Town as a named or additional insured. Each certificate shall include a (30) thirty-day advance notice of cancellation provision in favor of the Town.

9.2 **Bonds**. Prior to performing any portion of the Work and within three (3) days of the Effective Date of the contract, the Contractor shall deliver to Town the Bonds (except the maintenance bond) required to be provided by Contractor hereunder. (The bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Town and executed by a surety of recognized standing with a rating of B plus or better for bonds up to two million. Upon Substantial Completion, the Contractor shall provide the Town with a maintenance bond for the Work in an amount equal to one hundred percent (100%) of the Contract Price in a form satisfactory to the Town and which shall be continuing and remain available for use by the Town for a period of one year subsequent to Final Completion. The Surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable Bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another Bond (or Bonds as applicable) and Surety, all of which must be satisfactory to Town.

Article 10. CONTRACT DOCUMENTS.

10.1 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving Contract conflicts, errors and discrepancies, by this

reference shall become a part of the Contract as though physically attached as a part thereof:

10.1.1 Contract for Construction.

10.1.2 Exhibits to this Contract.

10.1.3 Change Orders.

10.1.4 Field Orders.

10.1.5 General Conditions.

10.1.6 Supplementary Conditions.

10.1.7 Bid Documents, including but not limited to: Invitation to Bid, Addendum, Instructions to Bidders, Bid Form provided by Contractor, Drawings, Plans and Specifications.

10.1.8 Notice of Award and Notice to Proceed.

Addenda subject matter takes the same precedence over the respective subject matter that it is modifying. Each subsequent addendum takes precedence over previous addenda.

The foregoing documents are deemed incorporated into this Contract. There are no Contract Documents other than those listed herein. The Contract Documents may only be amended, modified or supplemented as provided in the Contract Documents and/or by written document signed by all parties.

Article 11. SPECIAL CONDITIONS.

11.1 Upon Notice by Contractor of completion of Work, Contractor shall provide the Town with all operating manuals and product and equipment guarantees.

11.2 Contractor shall begin the Work no later than five (5) days after Notice to Proceed is issued by Town.

11.3 Contractor shall assign a representative with appropriate credentials who shall be present at all times during the Work. The Contractor shall be responsible for all manner and means of the Work and shall be responsible for all equipment, transport and final destination and disposal of the vegetation and litter debris to a licensed facility off-Site. Contractor shall be responsible for all expenses and equipment related to said removal.

11.4 The Contractor shall supply all of the labor, materials, equipment, tools, apparatus, means of transportation, services and incidentals necessary for completion of the Work, shall be accountable for the safe, proper and reasonable installation, maintenance and use of the same during construction, and shall remove all construction equipment, tools and apparatus upon Final Completion. Contractor shall perform all Work in the best and most workmanlike manner. Special care shall be taken by the Contractor in placing and removing material or equipment to avoid

unnecessary injury to either public or private property or areas adjacent to the Work.

11.5 The Work shall be executed at such time, and in or on such part or parts of the Project as may be required, to complete the Work as required.

11.6 Contractor shall coordinate with the Town Representative designated herein to schedule the Work. Work is anticipated to be performed Monday through Saturday between the hours of 8:00 am and 5:30 pm, excluding all legal holidays. It shall be the Contractor's responsibility to determine and observe all legal holidays.

11.7 The Contractor shall not perform Work beyond the time and days determined above without the prior written approval of the Town. Any additional inspection costs incurred by the Town due to Work schedules in excess of the requirements hereof shall be borne by the Contractor.

11.8 Contractor shall be responsible for the legal disposal of any and all debris, as a result of the Work, at a licensed facility. Prior to commencement of the Work, Contractor shall provide Town the name and location of the facility that will be used for debris placement. The Contractor shall provide the Town with copies of receipts for debris placement from the disposal facility.

11.9 The Work shall be performed in such a manner as to provide a minimum of inconvenience to the residents of the area. Any debris or other material spilled shall be removed by the Contractor and the streets shall be cleaned daily to the satisfaction of the Town.

11.10 The Contractor shall protect from damage the Site including all utilities, structures, surface and subsurface structures, at or near the Site of the Work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to comply with the requirements of the Contract Documents or the failure to exercise reasonable care in the performance of the Work. It will be the Contractor's responsibility to exercise all caution in the vicinity of any above and/or Underground Facilities. The Contractor shall be fully responsible for, and repair all damages to buildings, telephone or other cables, sewers, water pipes, pavement, driveways, walls, sprinkler systems, survey markers, or other structures, which may be encountered, whether or not specified herein. If the Contractor fails or refuses to repair any such damage promptly, the Town may have the necessary Work performed and charge the cost thereof to the Contractor.

(a) The Contractor shall comply with the Florida Building Code and Town Code in all respects, including without limitation, regarding precautions to be taken in the protection of existing vegetation, structures and utilities.

(b) The Contractor shall maintain and provide access to fire hydrants and alarm boxes throughout the execution of the Work. Hydrants and fire alarm boxes shall be kept clear and kept visible at all times unless approved otherwise. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant and fire alarm boxes.

(c) The Contractor shall comply with all applicable federal and state rules and laws, including without limitation, the requirements of the Clean Air Act and the Federal Water Pollution Control Act, and Florida Department of Transportation requirements, as well as other requirements specified in those regulations and guidelines.

11.12 The Contractor shall be responsible for determining the location, character and depth of all utilities. Within two (2) days before digging, if applicable, Contractor shall notify Sunshine One Call: 800-432-4770 to find out where buried utilities (electric, gas, telephone, cable, water) are located within the Town as required by Chapter 556, F.S.

11.13 At points where the Contractor's operations are adjacent to utility facilities, which if damaged, might result in expense, loss, and disruption of service or other undue inconvenience to the public or to the owner, Work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor. The Contractor shall not repair or attempt to repair utility damage but shall immediately contact the utility owner. The Contractor shall obtain the name, address and telephone number of each utility company to contact. The Contractor shall be solely and directly responsible to the owner and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

11.14 The Contractor shall be fully responsible for maintaining in good condition existing trees, and shrubs located on the Property and any adjacent or contiguous properties. The Town acknowledges that the Contractor will need to place heavy equipment on the Property and the Town's Representative shall meet with the Contractor to designate a staging area for the location and storage of the Contractor's equipment during the performance of the Work.

11.15 Any damage to property not repaired or replaced by the Contractor shall be restored by the Town and charged against the Contractor's payment.

11.16 The Town shall have no liability to the Contractor for any damages to the Contractor for delay or interruption of the Project, or for unforeseen conditions. The Contractor's sole and exclusive remedy for any such delay, if any, shall be an extension of the Contract Time. In order for the Contractor to obtain an extension of time, the Contractor shall request same of the Town in writing within 24 hours of any delay or interruption of the Project.

11.17 The Contractor shall leave the Site free of debris or surplus materials on a daily basis. In the event of failure or undue delay on the part of the Contractor, the Town may employ such equipment and labor as may be necessary, and charge such costs against the Contractor and deduct the amount from the monies due the Contractor for Work performed.

11.18 The Contractor shall secure the Work area for safety purposes daily. Prior to completion of Work, the Contractor shall clean and grade the Site area level.

11.19 All appropriate safety measures shall be taken by and are the responsibility of the Contractor.

11.20 The Contractor shall also be responsible for coordinating all inspections of Work performed by Subcontractors. Failure to contact the Town or its representatives to obtain the required inspections shall be sufficient cause for rejection of Work. The Town's Representative must certify that all Work has been completed to the Town's satisfaction before payment is made.

11.21 Contractor shall maintain accurate As-Built Drawings and submit to Town with Substantial Completion documentation.

11.22 Contractor shall submit written notice of Substantial Completion to Town at the time of Substantial Completion.

11.23 No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

11.24 No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.

Article 12. MISCELLANEOUS.

12.1 **Definitions**. Terms used in this Contract will have the meanings as provided herein and as may be indicated in the other Contract Documents.

12.2 **No Assignment.** No rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no

assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 **Binding Agreements with All Documents**. Town and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

12.4 **Severability**. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

12.5 **Remedies**. If and when any default of this Contract occurs, the Town may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the Town. Nothing contained in this Contract shall limit the Town from pursuing any legal or equitable remedies that may apply.

12.6 **Access to Public Records**. Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract.

12.7 **Inspection and Audit**. During the term of this Contract and for five (5) years from the date of Termination, the Contractor shall allow Town representatives access during reasonable business hours to Contractor's records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.

12.8 **Ownership and Reuse of Documents**. Ownership of all documents, including but not limited to drawings, as-builts, plans and specifications and related computerized documents utilized or prepared by Contractor in the performance of the Work shall remain with the Town. The Contractor, any Subcontractors or Suppliers or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the Town shall not reuse any documents without prior written consent of the Town. Upon termination of the Project or the Contract, the Work product of the Contractor shall become the

property of the Town and the Contractor shall transfer to Town all Work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the Contractor pertaining to this Project. Contractor shall deliver the aforesaid documents to Town as a condition precedent to obtaining Final Payment under this Contract. Contractor shall pay all taxes, licenses, fees and royalties and costs incident to the use in performance of the Work.

12.9 **Counterparts**. This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

12.10 **Notices**. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CONTRACTOR:

_____
_____
_____

FOR TOWN:

Town of Lauderdale By The Sea
4501 Ocean Drive
Lauderdale By The Sea, Florida 33036
ATTN: TOWN Manager

WITH COPY TO:

Weiss Serota Helfman Pastoriza Cole & Boniske P.L.
200 East Broward, Suite 1900
Fort Lauderdale, Florida 33134
ATTN: Town Attorney

12.11 **Waiver of Jury Trial and Venue**. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be in Broward County, Florida.

12.12 **Attorneys' Fees**. If either the Town or Contractor is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other

party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

12.13 **Amendments**. This Contract may only be amended by a written instrument singed and approved as required by the parties or by execution of a Change Order as described herein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: LAUDERDALE BY THE SEA, FLORIDA, signing by and through its Town Manager, authorized to execute same by Commission action on the ___ day of _____, 2012.

ATTEST:

_____
TOWN CLERK

LAUDERDALE BY THE SEA, FLORIDA

By:_____
Constance Hoffmann, Town Manager

_____ day of _____, 2012.

APPROVED AS TO FORM AND SUFFICIENCY:

By: _____.
TOWN ATTORNEY

WITNESS	CONTRACTOR
By: _____	By_____ (Signature and Title) (Corporate Seal)
Print Name: _____	
By: _____	_____ (Type Name/Title signed above)
Print Name: _____	_____ day of _____, 20___.

(*) In the event that the CONTRACTOR is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of _____, and that _____, who signed the Agreement with Lauderdale-By-The-Sea, Broward County Florida for _____ is _____ of said Corporation with full authority to sign said Agreement on behalf of the Corporation.

Signed and sealed this ____ day of _____, 20___.

(SEAL)

_____
Signature

_____
Typed w/Title

STATE OF FLORIDA
COUNTY OF Broward

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 20___.

My Commission Expires:

_____
Notary Public

CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, _____, certify that I am the _____ of _____, who signed the Agreement with Lauderdale-By-The Sea, Broward County Florida for the Project titled Harbor Drive Drainage, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

_____
(Signature) (Typed Name w/Title)

_____
(Signature) (Typed Name w/Title)

_____
(Signature) (Typed Name w/Title)

Signed and sealed this ____ day of _____, 20___.

(SEAL) _____
Signature

_____
Typed w/Title

STATE OF FLORIDA
COUNTY OF Broward

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 20__.

My Commission Expires:

_____
Notary Public

Exhibit "1-A"

CHANGE ORDER REQUEST

Project: Harbor Drive Drainage
To: Contractor:_____
From Engineer: _____
Address: _____
_____
To Contractor:
Address: _____
_____

Request No. _____
Date of Issuance: _____
Contract For: Construction
Contract Date: _____
Project No.: _____

Project Mgr: ___
Contractor: ___
Consultant: ___
Consultant: ___
Other: ___
Other: ___

Please submit an itemized proposal for changes in the Contract Price and Contract Time for proposed modifications to the Contract Documents for the Project. Within _____ (___) days, Contractor must submit this proposal or notify the Engineer and Town, in writing, of the date on that proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION *(Insert a written description of the Work)*:
_____
_____
_____
_____

ATTACHMENTS *(List attached documents that support description):*

REQUESTED BY THE ENGINEER:

_____ _____
(Signature) *(Printed Name and Title)*

Exhibit "1-B"

CHANGE ORDER PROPOSAL

Project: Harbor Drive Drainage
To: Lauderdale By The Sea
From Contractor: _____
Address: _____
_____
To Engineer:
Address: _____
_____

Request No. _____
Date of Issuance: _____
Contract For: Construction
Contract Dated: _____
Project No.: _____

Project Mgr: ___
Architect: ___
Consultant: ___
Consultant: ___
Other: ___
Other: ___

The following is in response to your Change Order Request No. _____.

PROPOSED ADJUSTMENTS:

1. The proposed basis of adjustment to the Contract Price or Guaranteed Maximum Price is:

☐ Lump-Sum increase / decrease of $_____.
☐ Unit Price of $_____ per _____.
☐ As follows: _____
_____
_____

2. The Contract Time is proposed to be adjusted. The proposed Adjustment is:

Increased: _____ (____) days
Decreased: _____ (____) days
Recalculation of total days
for the Project:_____ days

REQUESTED BY THE CONTRACTOR:

_____ _____
(Signature) *(Printed Name and Title)*

Exhibit 1-C

CHANGE ORDER

TO: Town of Lauderdale-By-The-Sea

PROJECT: Harbor Drive Drainage

CONTRACTOR: _____ **DATE:** _____

This Change Order will authorize the following change to the Contract:

> The Work as set forth in the Contract is hereby amended to include the items set forth on Exhibit "A" attached hereto and by this reference made a part hereof for all purposes.

This Change Order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under this Contract. The Contractor acknowledges and agrees that:

(a) The Contract Price under the Contract will be [unchanged] [changed] by this Change Order, and

(b) The schedule for performance of Work will be [unchanged] [changed] by this Change Order.

The Contractor expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the Contract Documents shall remain in full force and effect and shall cover the performance of, and payment for, any Work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Contract Documents.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

LAUDERDALE BY THE SEA	CONTRACTOR:
By:_____	By:_____
Name: Constance Hoffmann	Name:_____
Title: Town Manager	Title:_____

Exhibit 2

Anticipated Weather Days in Contract Time

NONE