

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: May 20, 2026

Presenter's Name and Title: Norman C. Powell, Esq., Austin Pamies Norris-Weeks Powell PLLC, City Attorney, on behalf of the City Manager's Office

Prepared By: Elizabeth Valera, Chief Capital Improvement Program Officer

Temp. Reso. Number: 8710

Item Description: TEMP. RESO. #R8710 APPROVING THE AWARD OF A CONSTRUCTION SERVICES CONTRACT IN THE AMOUNT OF \$556,700.00, WITH A CONTINGENCY OF \$40,000.00, FOR A TOTAL PROJECT COST OF \$596,700.00, TO SAGARIS CORPORATION FOR THE POST-DEFAULT COMPLETION OF THE "9/11 MEMORIAL MONUMENT AT MIRAMAR REGIONAL PARK"; WAIVING THE STANDARD COMPETITIVE BIDDING PROCESS WITH FOUR FIFTHS (4/5) VOTE IN THE BEST INTEREST OF THE CITY AND THE ACCEPTANCE OF PAYMENT IN THE AMOUNT OF \$309,670.15, FROM THE OHIO CASUALTY INSURANCE COMPANY AND LIBERTY MUTUAL SURETY IN CONNECTION WITH THE PERFORMANCE BOND ISSUED TO JZT UTILITIES, INC., FOR THE "9/11 MEMORIAL MONUMENT" PROJECT. *(City Attorney Norman C. Powell)*

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: Sign on the dais

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: The Contract for \$596,700 will be funded with \$309,670.15 from Ohio Casualty/Liberty Mutual and \$287,030 previously allocated funds in the City's Capital Improvement Program Project No. 51024, titled City of Miramar 9/11 Remembrance Monument, GL Account Nos. 387-55-803-572-000-606510-51024 CIP-Construction; 389-55-802-572-000-606510-51024 CIP-Construction; and 395-55-802-572-000-606510-51024 CIP-Construction.


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8710**
 - **Exhibit A: Construction Services Agreement with Sagaris Corporation**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Kelvin L. Baker, Sr., Deputy City Manager

DATE: May 20, 2026

RE: Temp. Reso. No. 8710 authorizing the completion of the 9/11 Memorial Monument at Miramar Regional Park (IFB No. 22-002) via Sagaris Corporation following a Surety-led post-default procurement

RECOMMENDATION: The City Manager recommends approval of Temp. Reso No. 8710, awarding a Construction Services Contract (“CSC”) to Sagaris Corporation (“Sagaris”) in the amount of \$556,700 for the post-default completion and remediation of the 9/11 Memorial Monument project and accepting payment from The Ohio Casualty Insurance Company and Liberty Mutual Surety (“Surety”) in the amount of \$309,670.15. These funds represent Surety’s obligation toward the completion and correction of the work following the default of the original contractor.

ISSUE: Commission approval is requested to award a CSC to Sagaris in the amount of \$556,700 with a contingency of \$40,000 for a total of \$596,700 for the post-default completion of the 9/11 Memorial Monument, waiving the standard competitive bidding process as this purchase is in the best interest of the City, which requires 4/5 vote as per Section 2-413(8) and the acceptance of a settlement payment of \$309,670.15 from the project Surety.

BACKGROUND: On November 17, 2021, the City of Miramar (“City”) issued Invitation For Bids (IFB) No. 22-002 for the “9/11 Memorial Monument at Regional Park.” By Resolution Number 22-82, the City Commission awarded the contract to JZT Utilities (“JZT”) for \$958,000 on March 23, 2022. As required, JZT secured a Performance Bond for the project. During construction, five change orders were executed, bringing the final amended project cost to \$1,305,876.

Due to JZT persistent project non-compliance, the City issued a "Ten (10) Day Notice of Intent to Terminate" to JZT on August 13, 2024. Following continued failures to comply, the City officially issued a "Notice of Contract Termination" on September 5, 2024.

On December 13, 2024, the City filed a claim against the Performance Bond to remediate existing work and ensure project completion. After conducting site visits and reviewing documentation, on May 5, 2025, the Surety confirmed or concurred with JZT's non-compliance and informed the City that it would fulfill its bond obligations. The Surety agreed to reimburse the City for all verified costs related to the monument project.

On March 26, 2026, the Surety informed the City that they had obtained three (3) competitive quotes for the post-default completion of the Monument. Sagaris was selected as the best-qualified and most responsive bidder. Following a review of Sagaris' itemized quote, City staff concluded that the proposed scope of work would correct previous deficiencies and complete the project as originally intended.

DISCUSSION: This item seeks Commission authorization to proceed with Sagaris as the contractor to complete the 9/11 Memorial Monument project. The Surety has identified Sagaris through a competitive bidding process as the most qualified firm to remediate existing deficiencies and complete outstanding project elements from a total of three (3) bids. Staff worked with the City Attorney's Office to review the proposal presented by Surety.

Pursuant to Section 2-413(8) of the City Code, award this project by waiving a competitive bidding process requires a 4/5 vote and a determination that the waiver is in the best interest of the City and its constituents. The following points justify this action:

- The Surety obtained three (3) competitive quotes for the post-default completion of the Monument; and Sagaris was selected as the best-qualified and most responsive bidder.
- Essential Deadline: The project must be completed in time for the 9/11 Day of Remembrance. This event is a crucial priority for our community, and any delay in remediation would prevent the City from honoring this solemn occasion.
- Avoidance of Delays: Re-initiating the competitive bidding process would introduce a timeline that exceeds the available window for completion.
- Price Certainty: Sagaris has agreed to hold its proposal costs despite significant market volatility and cost escalations for the required materials.
- Risk Mitigation: A new bidding cycle offers no assurance of lower pricing; in fact, current inflationary trends suggest that new bids would likely result in significantly higher project costs.
- Exceptional Track Record: Sagaris has a history of performing work for the City that has been characterized as exceptional.
- Readiness: The contractor has already demonstrated the capacity and immediate availability to handle a project of this scale, specifically understanding the complexities created by the previous contractor's default.

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF A CONSTRUCTION SERVICES CONTRACT IN THE AMOUNT OF \$556,700 WITH A CONTINGENCY OF \$40,000 FOR A TOTAL PROJECT OF \$596,700 TO SAGARIS CORPORATION FOR THE POST-DEFAULT COMPLETION OF THE “9/11 MEMORIAL MONUMENT AT MIRAMAR REGIONAL PARK;” WAIVING THE STANDARD COMPETITIVE BIDDING PROCESS WITH FOUR FIFTHS (4/5) VOTE IN THE BEST INTEREST OF THE CITY AND THE ACCEPTANCE OF PAYMENT IN THE AMOUNT OF \$309,670.15 FROM THE OHIO CASUALTY INSURANCE COMPANY AND LIBERTY MUTUAL SURETY IN CONNECTION WITH THE PERFORMANCE BOND ISSUED TO JZT UTILITIES, INC. FOR THE “9/11 MEMORIAL MONUMENT” PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL REQUIRED AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Commission approval is required to award a construction services contract to Sagaris Corporation for the 9/11 Memorial Monument at Regional Park, waiving standard competitive bidding process and accept a post-default completion payment of \$309,670.15 from The Ohio Casualty Insurance Company and Liberty Mutual Surety (“Surety”); and

WHEREAS, on November 17, 2021, the City of Miramar (“City”) issued Invitation for Bids No. 22-002, titled 9/11 Memorial Monument at Regional Park (“IFB”), project involved the installation of historic World Trade Center relics; and

WHEREAS, on March 23, 2022, the City Commission approved Resolution No. 22-82 awarding IFB No. 22-002 to JZT Utilities for \$958,000; and

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WHEREAS, five change orders were subsequently executed, bringing the total project cost to \$1,305,876; and

WHEREAS, due to JZT Utilities' persistent non-compliance, a "Ten (10) Day Notice of Intent to Terminate" was issued by the City on August 13, 2024, to JZT Utilities; and

WHEREAS, upon failure to cure the items outlined in the Ten-Day Notice, a "Notice of Contract Termination" was issued by the City on September 5, 2024; and

WHEREAS, on December 13, 2024, the City filed a formal claim against the project's Performance Bond; and

WHEREAS, on May 5, 2025, the Surety agreed to fulfil its obligations in connection with the Performance Bond, including issuing payment for the verified remediation costs; and

WHEREAS, on March 26, 2026, Surety sent the City a letter (via email) outlining the outcome of its consideration and review of the claim; and

WHEREAS, pursuant to the Bond terms, the Surety obtained three (3) quotes from proposed contractors and ultimately selected Sagaris Corporation as the best, qualified, responsible, and responsive bidder; and

WHEREAS, pursuant to the City's Procurement Code, the award to Sagaris constitutes a waiver of the City's procurement process and must be supported by the Commission by a four-fifth (4/5) vote confirming that doing so is in the best interest of the City to do so; and

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WHEREAS, staff reviewed the itemized scope of work presented by the Surety on behalf of Sagaris Corporation and concluded that the proposed scope of work would correct previous deficiencies and complete the project as originally intended; and

WHEREAS, staff also determined that the cost of \$556,700 with a contingency of \$40,000 for a total project cost of \$596,700 is reasonable and consistent with the work being required; and

WHEREAS, the difference of \$287,030 is available in the Capital Improvement Project No. 51024; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City to approve the purchase of construction services from Sagaris Corporation to complete the project in the amount of \$556,700 with a contingency of \$40,000 for a total project cost of \$596,700, waiving the competitive bidding requirement as this is in the best interest of the City with a four-fifths (4/5) vote and approve the acceptance of payment from The Ohio Casualty Insurance Company and Liberty Mutual Surety of \$309,670.15 for post-default completion of the 9/11 Memorial Monument at Regional Park and authorizes the City Manager to execute all required agreements.

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NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2: That it approves the purchase of construction services from Sagaris Corporation to complete the project for an amount not to exceed \$596,700, waiving the competitive bidding requirement by a four-fifths (4/5) vote as doing so is in the best interest of the City and approve the acceptance of payment from The Ohio Casualty Insurance Company and Liberty Mutual Surety of \$309,670.15 for post-default completion of the 9/11 Memorial Monument at Regional Park.

Section 3: That it authorizes the City Manager to execute all required agreements attached hereto as Exhibit "A," together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5: That this Resolution shall become effective upon adoption.

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PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Carson "Eddy" Edwards

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Carson "Eddy" Edwards	_____
Mayor Wayne M. Messam	_____



**AGREEMENT BETWEEN
THE CITY OF MIRAMAR
AND
SAGARIS CORPORATION
FOR
9/11 MEMORIAL MONUMENT AT REGINAL PARK PROJECT,
IN MIRAMAR, FLORIDA**

THIS AGREEMENT (the "Agreement") is made effective on the last date of execution herein by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and Sagaris Corporation (the "Contractor") a Florida Profit Corporation authorized to conduct business in the State of Florida whose principal address is 3660 NW 126th Avenue, Bay 6, Coral Springs, FL 33065.

WITNESSETH:

WHEREAS, the City filed a claim with Ohio Casualty Insurance Company ("Insurance Company") and Liberty Mutual Surety (the "Surety") for the completion of the 9/11 MEMORIAL MONUMENT AT REGIONAL PARK PROJECT (the "Work" or "Services" or "Project"); and

WHEREAS, the Surety conducted a process and solicited quotes for the completion of the project as outlined the letter attached as **Exhibit 1** and provided the City with a proposal from the Contractor as the best, qualified, responsible and responsive Proposer attached hereto as **Exhibit 2**; and

WHEREAS, the City accepts the contractor's proposal and intend to contract for the Services related to the Work and desires to engage the services of Contractor for this purpose ; and

WHEREAS, on _____, by Resolution No. _____, the City Commission determined by a 4/5 vote, that it is in the best interest of the City to approve the award of a contract for the completion of the Project, to the Contractor, in accordance with Section 2-413(8) of the City Code; and

WHEREAS, the Contractor agrees to contract with the City to provide the Services as set forth in its proposal attached hereto as **Exhibit 2**.

NOW THEREFORE, the City and Contractor (“Parties”), in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

ARTICLE 1 **WORK**

The work includes, but is not limited to, furnishing all labor, materials, machinery, tools, equipment and incidentals, as necessary to complete the work as detailed in all tasks and services described in the Contract Documents, to include the Contractor’s proposal, attached hereto as **Exhibit “2”**.

ARTICLE 2 **CONTRACT TIME**

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 90 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 120 Calendar Days after the commencement date given in the Notice to Proceed.

ARTICLE 3 **CONTRACTOR AND CITY’S RELATIONSHIP**

3.1 The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor’s Services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project, at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

3.2 By signing this Agreement, the Contractor accepts a fiduciary duty with the City and warrants and represents to the City that the Contractor:

- A. Has all licenses and certifications required by applicable law to perform the Contractor’s Services and the Work;
- B. Is experienced in all aspects of the Work required for projects similar to the Project;
- C. Will act in the City’s highest and best interest in performing the Contractor’s Services and the Work; and
- D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

3.3 The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 4
TERM

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

ARTICLE 5
LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$1,000 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$500 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 6
CONTRACT PRICE

City shall pay Contractor Five Hundred and Fifty-Six Thousand Seven Hundred Dollars (\$556,700) for completion of the Work in accordance with the amount set forth in the Contractor's Proposal attached hereto as Exhibit 2 and an additional amount of Forty Thousand Dollars (\$40,000) was approved for the City's contingency allowance.

Any request from the Contractor to use the contingency funds, must be substantiated and submitted to the City prior to release of funds. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders (if any) issued periodically by the City as costs are incurred by the Engineer and agreed to by the City.

ARTICLE 7
PAYMENT PROCEDURES

Compensation shall be invoiced by Contractor and paid by the City as follows: Contractor shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Contractor during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30th Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless

some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

ARTICLE 8 INDEMNIFICATION

8.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, its officers, directors, agents, and employees, against and from liabilities damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Consultant shall include but not be limited to the following:

- A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents;
- B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Engineer;
- C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents;
- D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;
- E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees or agents;
- F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and
- G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

8.2 The Contractor shall reimburse the City and the Engineer for all costs and expenses (including but not limited to fees and charges of Engineers, architects, attorneys, and other professionals and court costs) incurred by the City and the Engineer in enforcing the provisions of this indemnification.

8.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

8.4 The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total Bid Price and is included in the Contract Price to be paid by City to the Contractor as consideration for the indemnification given by the Contractor to the City.

8.5 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled to by law, including but not limited to the City's sovereign immunity set forth in Section 768.28, Florida Statutes.

ARTICLE 9 **TERMINATION**

9.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

In the event of default by the Contractor, the City shall provide Contractor with 10 Days written notice of City's intent to terminate this Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be a default by the Contractor whenever Contractor shall:

- A. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;
- B. Fail to provide Materials or workmanship meeting the requirements of the Contract Documents;
- C. Disregard or violate provisions of the Contract Documents or Engineer's or City's instructions;
- D. Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents;
- E. Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or
- F. Fail in any other material way to comply with the requirements of the Contract Documents.

9.1.1 If the Contractor fails to remedy the conditions constituting default within 10 Days from the date of the City's written notice of its intent to terminate this Agreement, the City may then issue a Notice of Termination and terminate this Agreement.

9.1.2 In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

9.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

The City may terminate this Agreement at any time if it is in the City's interest to do so. The City shall provide 10 days' notice in the event that it exercises this provision. In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

ARTICLE 10 DEFAULT

10.1 An event of default shall mean a breach of this Agreement by Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- A. Contractor has not performed Services on a timely basis as set forth in the Project Schedule to be delivered to and accepted by the City prior to commencement of work;
- B. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- C. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;
- D. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver;
- E. Contractor has failed to obtain the approval of City where required by this Agreement;
- F. Contractor has failed in the honoring of any warranties; or
- G. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

10.2 In the event Contractor fails to comply with the provisions of this Agreement, City may declare Contractor in default, notify Contractor in writing, and give Contractor 15 calendar Days to cure the default. If Contractor fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to Article 9.2. In the event payment has been made for such professional Services not completed, Contractor shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 9 above, and its right for damages under Article 10.2.

10.3 In the event of Default, Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost funding, and
- B. The difference between the cost associated with procuring services and the amount actually expended by City, including procurement and administrative costs.

10.4 City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such

order as may be deemed expedient by City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to City at Law or in equity.

ARTICLE 11 **DELIVERY OF MATERIALS**

11.1 Upon receipt of notice of termination under Articles 9 or 10 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

11.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 3 above.

ARTICLE 12 **CONTRACT DOCUMENTS**

12.1 The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement, including amendments hereto and the following:

- All Change Orders (if any) which may be delivered or issued after the Effective Date of this Agreement;
- All Addenda;
- Contractor's Bid;
- Solicitation, General Provisions;
- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.

12.2 There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order (if any) as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

ARTICLE 13 **ASSIGNMENT**

No assignment by the Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

ARTICLE 14
APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

Contractor shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county and City Regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

ARTICLE 15
AUDIT AND INSPECTION RIGHTS

15.1 The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

15.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

15.3 The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

ARTICLE 16
NON-SOLICITATION

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 17
PUBLIC RECORDS

17.1 The Contractor shall comply with The Florida Public Records Act as follows:

- A. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- B. Upon request by the City's records custodian, provide the City with a copy of 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.
- C. 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 this Agreement, and following completion of this Agreement until the records are transferred to the City.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.
- F. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.
- G. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

ARTICLE 18
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

18.1 Contractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable Laws, codes and ordinance as they may be amended from time to time.

18.2 The Contractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Contractor also agrees that it shall not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

18.3 The knowing employment by Contractor or its Subcontractors or Subconsultants of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 19
CERTIFICATE OF COMPETENCY

Contractor shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Contractor to perform the Work. If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be submitted along with Contractor's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written approval to Contractor, and in its best interest, allow Contractor to supply the certificate(s) to the City during the first week of Work or Services.

ARTICLE 20
INSURANCE

20.1 Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of the Agreement. The Contractor shall furnish the City's Risk Manager, at 2300 Civic Center Place, Miramar, Florida 33025, with certificates of insurance and all required endorsements indicating that insurance coverage has been obtained and meets the requirements below:

- A. Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence and general aggregate of \$2,000,000. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.

B. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$1,000,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).

C. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$1,000,000 per accident.

D. The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.

E. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

i. The company must be rated no less than "A" as a management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Key Rating Guide.

20.2 This Agreement shall not be deemed approved until the Contractor has obtained all insurance requirements under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall be named as the certificate holder and an additional insured on all certificates. All liability insurance policies shall have endorsements adding the City of Miramar as an additional insured, a waiver of subrogation in favor of the City and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

20.3 Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required. All policies of insurance so required to be purchased and maintained shall contain a provision of endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

ARTICLE 21

INDEPENDENT CONTRACTOR

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. The Contractor will be responsible for planning all the work without the assistance of City staff. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded, classified or unclassified, employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE 22
REAFFIRMATION OF REPRESENTATIONS

Contractor reaffirms all of the representations contained in the Solicitation documents and previously made in all Contract Documents.

ARTICLE 23
COSTS AND ATTORNEY FEES

If either City or Contractor is required to enforce the terms of this Agreement 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 attorney's fees.

ARTICLE 24
COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 25
WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

ARTICLE 26
BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 27
NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by Electronic Mail Transmittal, hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONTRACTOR:

Steven Fouladi
Vice President
3660 NW 126th Ave, Bay 6
Coral Springs, FL 33065
Telephone: 954-688-3407
Email: steven@sagariscorp.com

TO CITY OF MIRAMAR:

ATTN: Dr. Roy L. Virgin,
City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3120
Fax: (954) 602-3672
Email: rvmirgin@miramarfl.gov

WITH A COPY TO:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Ft. Lauderdale, FL 33311
Tel: 954-768-9770
Fax: 954-768-9790
Email: miramarcityattorney@apnwplaw.com

ARTICLE 28
CITY'S OWN FORCES

28.1 The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Contractor's responsibilities under this Agreement.

28.2 The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Contractor's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Contractor from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

ARTICLE 29
LIMITATION OF LIABILITY

29.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Contractor herein, less any sums paid by the City. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

29.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

29.3 In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 30
THIRD PARTY BENEFICIARY

It is specifically agreed to between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 31
WARRANTY AND GUARANTEE

Contractor warrants and guarantees that at the conclusion of the Project, a written certificate to the City will be provided stating that all Work has been performed in accordance with the General Conditions. A written warranty will be given to the City against the occurrence of defective Materials and workmanship for a period of one year after acceptance of the Project by the City. At the expiration of the one-year warranty period, Contractor will formally assign to the City all extended and special warranties given by Subcontractor or Subconsultant, manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor or Subconsultant and Suppliers of the assignments.

ARTICLE 32
HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 33
SEVERABILITY

33.1 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

33.2 City and Contractor each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

ARTICLE 34
SCRUTINIZED COMPANIES

34.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

34.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

34.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

34.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 35
CONFLICT-OF-INTEREST

35.1 To avoid any conflicts of interest, or any appearance thereof, Contractor, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the City reasonably determines that a material conflict exists, Contractor will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any Subconsultants utilized by Contractor in completion of the Work tasks under this Agreement.

35.2 Furthermore, Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with contractors or vendors providing professional services on projects assigned to Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Contractor or its employees must be disclosed in writing to the City.

ARTICLE 36
NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 37
VENUE AND JURISDICTION

This Agreement shall be construed and enforced according to the Laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement. Venue for any action arising out of this Agreement shall be in Broward County, Florida.

ARTICLE 38
SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

ARTICLE 39
E-VERIFY PROGRAM

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien."

ARTICLE 40
ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

CITY OF MIRAMAR:

By: _____
Dr. Roy L. Virgin, City Manager

This ____ day of _____, 2026.

DocuSigned by:
CONTRACTOR:
By: 
3FF789967EFA447...

Mehrdad Mahmoudi, President

Date: 5/19/2026

ATTEST:

Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.

GENERAL CONDITIONS

ARTICLE 1—DEFINITIONS- RESERVED

ARTICLE 2 -- PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS/INSURANCE CERTIFICATES

If applicable, when the Contractor delivers the signed Contracts to the City, the Contractor shall also deliver to the City the Bonds and insurance policies and certificates and endorsements as the Contractor may be required to furnish in accordance with the Contract Documents.

2.2 COPIES OF DOCUMENTS

The City shall furnish to the Contractor two copies of the Contract Documents. Additional quantities of the Contract Documents may be furnished at Contractor's cost.

2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

The Contract Time will start to run on the commencement date stated in the Notice to Proceed.

2.4 STARTING THE PROJECT

The Contractor shall begin to perform the Work within 10 Days after the commencement date stated in the Notice to Proceed, unless stated otherwise in the Notice to Proceed but no Work shall be done at the site prior to said commencement date.

2.5 BEFORE STARTING CONSTRUCTION

Before undertaking each part of the Work, the Contractor shall study and compare the Contract Documents and Specifications and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error, or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Engineer before proceeding with any Work affected thereby. Contractor waives any subsequent claim of conflict, error, discrepancy, error or omission. The Contractor shall submit to the Engineer for review those documents called for in the General Requirements as, "Submittals".

2.6 PRE-CONSTRUCTION CONFERENCE

A non-mandatory pre-construction conference attended by the Contractor, Engineer and others as appropriate will be held to discuss the requirements of the Work.

2.7 FINALIZING SCHEDULES

Before the first pre-construction conference, the Contractor shall submit for the Architect's/Engineer's review, and to others as appropriate, the following documents (to the extent applicable): Hurricane Preparedness Plan, Construction Schedule, Schedule of Values, MOT Plan, Staging Plan, and Mobilization Plan, all submitted in accordance with the General Requirements.

ARTICLE 3 -- CONTRACT DOCUMENTS: INTENT; AMENDMENT; REUSE

3.1 INTENT

- A. The Contract Documents comprise the entire agreement between the City and the Contractor concerning the Work. **The Contract Documents are complementary; 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.

- B. It is the intent of the Contract Documents to describe the Work, functionally complete, 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 shall 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 the City, the Contractor, or the Engineer or any of their consultants, agents, or employees from those set forth in the Contract Documents.

- C. If, during the performance of the Work, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, the Contractor shall so report to the Architect/Engineer in writing at once and before proceeding with the Work affected thereby, and shall obtain a written interpretation, clarification, or correction from the Architect's/Engineer.

3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

- A. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
 - Change Orders (if any);
 - Contract;
 - Addenda;
 - Contractor's Bid;
 - Solicitation, General Provisions;
 - General Conditions;
 - Technical Specifications;
 - Referenced Standard Specifications; and
 - Drawings.

- B. With reference to the Drawings, the order of precedence is as follows:
 - 1. Figures govern over scaled dimensions;
 - 2. Detail Drawings govern over general Drawings;
 - 3. Addenda/Change Order Drawings govern over Contract Drawings; and
 - 4. Contract Drawings govern over standard Drawings.

- C. Items of Material, equipment, machinery and specific tools to be used may be specified on the Drawings or the Specifications. In the event of any conflict, the matters reflected in the Drawings shall prevail. Contractor shall make inquiry of the Architect/Engineer in the event of any doubt on these matters, rather than making an uninformed decision.

3.3 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 by a Change Order in accordance with the procedure set forth at Article 10 below.

3.4 REUSE OF DOCUMENTS

Neither the Contractor, nor any Subcontractor or Supplier, nor any other person or organization performing any of the Work under a Contract with the City shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents used in the Work, and they shall not reuse any of them on the extensions of the Project or any other project without written consent of the City.

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

4.1 AVAILABILITY OF LANDS

The City 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 the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the City, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of Materials and equipment, provided that the Contractor shall not enter upon nor use any property not under the control of the City until a written temporary construction easement agreement has been executed by the Contractor and the property owner, and a copy of said easement is furnished to the Architect/Engineer prior to said use. Neither the City nor the Architect/Engineer shall be liable for any claims or damages resulting from the Contractor's unauthorized trespass or use of any properties.

4.2 DIFFERING SITE CONDITIONS

- A. The Contractor shall notify the Architect/Engineer in writing of any unforeseen conditions, including but not limited to the following conditions which are collectively called differing site conditions, promptly upon discovery (but in no event later than 14 Days) and before they are disturbed:
 - 1. Subsurface or latent physical conditions at the site of the Work differing materially from those indicated, described, or delineated in the Contract Documents; and
 - 2. Unknown physical conditions at the site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.
- B. The Architect/Engineer will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto, and advise the City in writing of the Architect's/Engineer's findings and conclusions.
- C. If the City concludes that, because of newly discovered conditions, a change in the Contract Documents is required, a Change Order (when applicable) will be issued as provided herein to reflect and document the consequences of the difference.
- D. In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such difference. If the City and the Contractor are unable to agree as to the amount or length thereof, a claim may be made as provided herein.

- E. The Contractor's failure to give notice of differing site conditions as provided herein in the claims procedure shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.3 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

- A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the City or the Architect/Engineer by the owners of such Underground Utilities or by others. The City and the Architect/Engineer shall not be responsible for the accuracy or completeness of any such information or data, and the Contractor shall have full responsibility for reviewing and checking all such information and data, and perform soft digs as required for locating all Underground Utilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of which will be considered as having been included in the Contract Price. The Contractor must be equipped with all necessary tools and parts in order to repair damaged Underground Utilities in a timely manner.
- B. Not Shown or Indicated: If an Underground Utility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents or which the Contractor could not reasonably have been expected to be aware of, the Contractor shall notify the owner of the location of such utility and modify the Work as necessary and as directed by the Architect/Engineer.

4.4 REFERENCE POINTS

- A. The Contractor shall furnish all lines, grades and bench marks required for proper execution of the Work.
- B. The Contractor shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its Subcontractor's employees, the Contractor shall be responsible for the accurate replacement of such reference points by professionally qualified personnel.

4.5 ASBESTOS, HAZARDOUS WASTE, OR TOXIC OR RADIOACTIVE MATERIALS

- A. If the Contractor observes, uncovers, or otherwise becomes aware of any asbestos, hazardous waste, or toxic or radioactive material at the site, the Contractor shall immediately notify the City and the Architect/Engineer and thereafter confirm any oral notice in writing. The City will promptly consult with the Architect/Engineer concerning such condition and determine the necessity of retaining special Contractors or qualified experts to deal therewith. The Contractor shall not perform any Work in connection therewith prior to receipt of special written instructions from the City or the Architect/Engineer.

ARTICLE 5 -- BONDS AND INSURANCE

5.1 PERFORMANCE AND OTHER BONDS

- A. The Contractor shall furnish Performance and Payment Bonds, each in the amount of 100 percent of the Contract Price in a form satisfactory to the City as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. The Performance Bond shall remain in effect for one year after Final

Completion unless otherwise provided by Law or Regulation or by the Contract Documents.

- B. If the Surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the Contractor shall within seven Days thereafter substitute another Bond and Surety acceptable to the City.

5.2 INSURANCE

- A. The Contractor shall purchase and maintain the insurance required under this Paragraph. Such insurance shall include the specific amounts and coverage set out herein and written for not less than the limits of liability and coverage provided herein or required by Law, whichever are greater. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

- B. The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least 30 Days prior written notice has been given to the City by certified mail. All such insurance shall remain in effect until the date of Final Completion. In addition, the insurance required herein shall name the City, the Architect/Engineer, and their officers, directors, agents, and employees as "additional insured" under the policies, and all required endorsements shall be provided to the City.

- 1. Workers' Compensation and Employer's Liability: This insurance shall protect the Contractor against all claims under applicable state workers' compensation Laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation Law. This policy shall include an "all states" endorsement. The Contractor shall require each Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such Work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In case any class of employees is not protected under the Workers' Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.

- 2. Comprehensive General Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than its employees or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or Subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under the indemnification provisions in the General Conditions. To the extent that the Work may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground structures.

- 3. Comprehensive Automobile Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for

injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability: The Contractor shall either require each of its Subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type in the amounts specified herein for like insurance or insure the activities of its Subcontractors in the Contractor's own policy, in like amount.
5. Builders' Liability: The Contractor shall maintain Builders Risk/Course of Construction Insurance for all Projects (vertical and non-vertical).

A. Workers' Compensation:

1. State: Statutory
2. Applicable Federal (e.g., Longshore): Statutory

Note: If the Work called for in the Contract Documents involves Work in or on any navigable waters, the Contractor shall provide Workers' Compensation coverage which shall include coverage under the Longshore and Harbor Workers' Compensation Act, the Jones Act, and any other coverage required under federal or state Laws pertaining to workers in or on navigable waters.

3. Employer's Liability: \$1,000,000

B. Comprehensive General Liability: (under Paragraph 5.2 B.2 of the General Conditions):

1. Combined Single Limit \$1,000,000
Each Occurrence
- a. Products / Completed
Operation \$1,000,000
Each Occurrence
- b. Personal Injury \$1,000,000
Each Occurrence

If policies are written on a claims-made basis, certificate should so specify and policies continue in force for one year after completion of the Project.

Policies will include premises/operations, products, completed operations, independent contractors, City's and Contractor's protective, Explosion, Collapse, Underground Hazard, Broad form Contractual, Personal Injury with employment exclusion deleted, and Broad Form Property Damage.

C. Comprehensive Automobile Liability: (under Paragraph 5.2 B.3 of the General Conditions) including Owned, Hired, and Non-owned Vehicles:

- 1. Bodily Injury: \$1,000,000.00 Ea. Occur.
Person \$1,000,000.00 Ea. Occur.
- 2. Property Damage: \$1,000,000.00 Ea. Occurr.
or combined single \$2,000,000.00 Ea. Occurr.

ARTICLE 6 -- CONTRACTOR'S RESPONSIBILITIES

6.1 SUPERVISION AND SUPERINTENDENCE

- A. The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be responsible for the means, methods, techniques, sequences and procedures of construction and safety precautions and programs incidental thereto. The Contractor shall be responsible to see that the Work at all times accurately complies with the Contract Documents.
- B. The Contractor shall designate in writing and keep on the Work site at all times during its progress a technically qualified superintendent who shall not be replaced without written notice to the City and the Architect/Engineer. The City reserves the right to reject the replacement superintendent for any reason and the Contractor will provide an alternative replacement superintendent. The superintendent will be the Contractor representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all its communications to the City through the Architect/Engineer.
- C. The Contractor's supervisor or superintendent shall be present at the site of the Work at all times while Work is in progress. Failure to observe this requirement shall be considered as suspension of the Work by the Contractor until such time as such supervisor or superintendent is again present at the site.

6.2 LABOR, MATERIALS, AND EQUIPMENT

- A. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall furnish, erect, maintain, and remove the construction plant and any temporary works as may be required. The 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 between the hours of 7:00 A.M. and 6:00 P.M. on weekdays, except for such Work as is necessary for the proper care and protection of Work already performed, or except in case of emergency. The Contractor will not permit overtime Work or the performance of Work on Saturday, Sunday, or holidays without the City's written consent given after prior written notice to the Architect/Engineer. Holidays for the City are as follows:

- 1. New Year's Eve Day – ½ Day (afternoon)
- 2. New Year's Day
- 3. Martin Luther King's Birthday
- 4. President's Day
- 5. Memorial Day
- 6. Juneteenth
- 7. Independence Day
- 8. Labor Day
- 9. Veterans Day
- 10. Thanksgiving Day
- 11. Day after Thanksgiving Day

12. Christmas Eve Day – ½ Day

13. Christmas Day

When a holiday falls on Saturday, the previous Friday will be observed, and if the holiday falls on Sunday, Monday will be observed.

There will be no inspection Services provided by the Engineering Services Department or the Building Division on Fridays or on any of the established holidays. The Contractor's Schedule shall be tailored to account for occasions when inspection Services will not be available.

- B. In case the Contractor falls behind schedule or where the nature of the Work requires special attention, the Contractor may be permitted to work additional shifts or to work beyond normal working hours, provided the Contractor has requested an approval for change of its Work schedule, in writing, from the City. In any event, the cost for working additional shifts or beyond normal working hours, unless such Work is required by a Change Order (when applicable) or in emergency, shall be borne solely by the Contractor without any additional cost to the City, including the cost of the engineering Services. If authorized, the Contractor shall provide written notice to residents that may be impacted by the Work.
- C. No workers other than skilled foremen and workmen shall be employed to perform Work requiring special qualifications. Except as otherwise required by Law, convicted felons who have not completed their sentences or other workers from county, state or federal prisons who are on work release programs shall not be employed for Work on this Project.
- D. Contractor shall receive no additional compensation for overtime Work, even though such overtime Work may be required under emergency conditions and may be ordered by the Architect/Engineer. A Change Order is required for any changes in Contract Price, including for payment of overtime Work.
- E. All costs of inspection and testing performed during overtime Work by the Contractor which is allowed solely for the convenience of the Contractor shall be borne by the Contractor. The City shall have the authority to deduct the cost of all such inspection and testing from any payments otherwise due to the Contractor.
- F. Unless otherwise specified in the Contract Documents, the Contractor shall furnish and assume full responsibility for all Materials, equipment, labor, transportation, construction equipment and machinery, instrumentation, electronics, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.
- G. All Materials and equipment to be incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All Suppliers' warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the City. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of Materials and equipment used in the Work. 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 provisions of any such instructions will be effective to assign to the Architect/Engineer, or any of the Architect's/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 specific provisions Article 9 hereof.
- H. All construction equipment necessary and required for the proper construction of this

Project shall be on the construction site, in first-class working condition, and shall have been approved by the Architect/Engineer before construction is permitted to start. The Contractor shall provide such tamping tools and equipment as are necessary for the proper compaction of the backfill.

6.3 ADJUSTING PROGRESS SCHEDULE

The Contractor shall submit any adjustments in the progress schedule to the Architect/Engineer for acceptance in accordance with the provisions for "Submittals" in the General Requirements.

6.4 SUBSTITUTES OR "OR-EQUAL" ITEMS

The Contractor shall submit proposed substitutes or "or-equal to" items in accordance with the provisions for "Submittals" in the General Requirements.

6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

The Contractor shall be responsible to the City and the Architect/Engineer for the acts and omissions of its Subcontractors and their employees to the same extent as Contractor is responsible for the acts and omissions of its own employees. Nothing contained in this paragraph shall create any contractual relationship between any Subcontractor and the City or the Architect/Engineer nor relieve the Contractor of any liability or obligation under the Contract. The Contractor shall perform not less than 20 percent of the Work with its own forces and not with subcontracting. This requirement is measured by the proportionate value to the Contract Price. The City shall approve all Subcontractors and principal providers of Materials and equipment and no deviations may be made without the City's approval.

6.6 PERMITS

A. Unless otherwise provided in the Contract Documents, the allotted permit fee allowances provided in Division 1 of the Bid Form herein shall be utilized for the purposes of obtaining all required permits and fees necessary to complete the Work, required by City and any agencies. The Contractor shall be responsible for payment of said permit fees and will be directly reimbursed by the City. Any and all remaining allowance balances shall remain with the City. If Contractor fails the regulatory inspections, Contractor shall pay for all the re-inspection fees and permit extension fees necessary for completion of the Work. Contractor shall not commence any Work without the appropriate permit. Copies of all permits shall be submitted to the Engineer prior to commencement of Work.

B. The 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. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the City or the Architect/Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the City in the Contract Documents. The Contractor shall indemnify, defend and hold harmless the City and the Architect/Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend City in all such claims in connection with any alleged infringement of such rights.

C. The Contractor is responsible for obtaining and paying for all applicable permits, including but not limited to City of Miramar, Broward County permits, including, permit fees, reports,

monitoring, evaluations, etc., required to obtain and close permits. The Contractor will be reimbursed by the City for the direct cost of required permits.

6.7 LAWS AND REGULATIONS

The Contractor shall observe and comply with all federal, state, and local Laws, ordinances, codes, orders, and Regulations which in any manner affect those engaged or employed on the Work, the Materials used in the Work, or the performance of the Work. If any discrepancy or inconsistency should be discovered in the Contract Documents in relation to any such Law, ordinance, code, order, or Regulation, the Contractor shall report the same in writing to the Architect/Engineer. The Contractor shall indemnify, defend, and hold harmless the City, the Architect/Engineer and their officers, agents, and employees against all claims or liability arising from violation of any such Law, ordinance, code, order, or Regulation, whether by Contractor or by its employees or Subcontractors. Any particular Law or Regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the Contractor to comply with all other provisions of federal, state, and local Laws and Regulations.

6.8 TAXES

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Contractor in accordance with the Laws and Regulations applicable to the Work.

6.9 USE OF PREMISES

The Contractor shall confine construction equipment, the storage of Materials and equipment, and the operations of workers to the Project site, and the land and areas identified in and permitted by the Contract Documents. The Contractor shall assume full responsibility for any damage to any land, or to the owner or occupant thereof resulting from the performance of the Work. Should any claim be made against the City or the Architect/Engineer by any such owner or occupant because of the performance of the Work, the Contractor shall promptly attempt to settle with such other party by agreement. The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the City and the Architect/Engineer harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such other party against the City or the Architect/Engineer to the extent based on a claim arising out of the Contractor's performance of the Work.

6.10 SAFETY AND PROTECTION

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
1. All persons at or near the Work;
 2. All Materials and equipment to be used in the Work, whether in storage or on or off the site; and
 3. All other property at or near the site, including without limitation trees, shrubs, lawns, walks, pavements, roadways, structures, mechanical equipment, electronics, instrumentation, and utilities not designated for removal, relocation, or replacement.
- B. The Contractor shall protect the public and property from damage, injury or loss and shall erect and maintain all necessary safeguards to provide such safety and protection. The Contractor shall notify owners of adjacent property and utilities when prosecution of

the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.
- D. Trench excavations over five feet deep shall comply with OSHA 29 C.F.R. 196.650. A Contractor's statement that the Contractor will comply is required. Trenching costs shall be included in the appropriate unit and / or lump sum prices for the respective Work in which such trenching is required.

6.11 SHOP DRAWINGS AND SAMPLES (WHEN APPLICABLE)

- A. The Contractor shall submit Shop Drawings and samples in accordance with the terms of this Solicitation. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.
- B. Within 30 calendar Days after the commencement date specified in the Notice to Proceed, Contractor shall submit to Architect/Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by Architect/Engineer shall in no way relieve Contractor from submitting complete Shop Drawings and providing Materials, equipment, and any other necessary information fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.
- C. After the approval of the list of items required in Paragraph B above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and Suppliers. Contractor shall include all Shop Drawings and other submittals in its certification.
- D. Contractor shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.
- E. If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with the Contract Documents.
- F. Architect/Engineer shall review and approve Shop Drawings within 15 calendar Days from the date received, unless said Drawings are rejected by Architect/Engineer for material reasons. Architect's/Engineer's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of Materials or Work required by the Contract Documents and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the Drawings have been approved by the Architect/Engineer. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.
- G. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to Architect/Engineer along with its comments as to compliance, noncompliance, or features requiring special attention.

- H. If catalog sheets or prints of manufacturers' standard Drawings are submitted as Shop Drawings, any additional information or changes on such Drawings shall be typewritten or lettered in ink.
- I. Contractor shall submit the number of copies required by Architect/Engineer. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.
- J. Contractor shall keep one set of Shop Drawings marked with Architect's/Engineer's approval at the job site at all times.

6.12 CONTINUING THE WORK

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

6.13 CONTRACTOR'S DAILY REPORTS

The Contractor shall complete a daily report indicating manpower, major equipment used, Subcontractors, weather conditions, and other conditions impacting the performance of the Work. The daily report shall be completed on forms prepared by the Contractor and acceptable to the Architect/Engineer. A copy of the daily reports for the period covered shall be submitted to the City with each pay request.

6.14 LAYING OUT THE WORK

The Contractor shall be held responsible for establishing all lines and grades together with all reference points as required by the various trades for all Work under the Contract. All required layout shall be done using competent and experienced personnel under the supervision of a local professional engineer and/or land surveyor registered in the State of Florida.

6.15 ASSIGNMENT OF CONTRACT

The Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the City. If the Contractor violates this provision, the Contract may be terminated at the option of the City. In such event, the City shall be relieved of all liability and obligations to the Contractor and to its assignee or transferee.

ARTICLE 7 -- OTHER WORK

7.1 RELATED WORK AT SITE

- A. The City may perform other Work at the site by the City's own forces, have other Work performed by utility owners, or let other direct contracts therefor. If not previously noted in the Contract Documents, written notice of other Work shall be given to the Contractor prior to commencement of the other Work.
- B. The Contractor shall afford each third party contractor performing Work at the site proper and safe access to the site and a reasonable opportunity for the introduction and storage of Materials and equipment, and shall properly connect and coordinate the Work with theirs. The Contractor shall do all cutting, fitting, and patching of the Work

that may be required to make its several parts come together properly and integrate with such other Work. The Contractor shall not endanger any Work of others by cutting, excavating, or otherwise altering their Work and will only cut or alter their Work with the written consent of the Architect/Engineer and the others whose Work will be affected.

- C. If any part of the Contractor's Work depends for proper execution or results upon the Work of any third party contractor, the Contractor shall inspect and report to the Architect/Engineer, in writing, any delays, defects, or deficiencies in such third party Work that renders it unavailable or unsuitable for such proper execution and results. The Contractor's failure to report such delays, defects, or deficiencies will constitute an acceptance of the other Work as fit and proper for integration with the Contractor's Work, except for latent defects and deficiencies in the other Work.

ARTICLE 8 -- CITY'S RESPONSIBILITIES (RESERVED)

ARTICLE 9 -- ENGINEER'S STATUS DURING CONSTRUCTION

9.1 CITY'S REPRESENTATIVE

The Architect/Engineer will be the City's representative during the construction period. The duties and responsibilities and the limitations of authority of the Architect/Engineer as the City's representative during construction are set forth herein and in the Contract Documents. The City may change the duties, responsibilities and authority of the Architect/Engineer by written notice to Contractor.

9.2 VISITS TO SITE

The Architect/Engineer will make visits to the site during construction to observe the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. The Architect/Engineer will not supervise, direct, or have control over the Contractor's Work.

9.3 PROJECT REPRESENTATION

The Architect/Engineer may furnish a Resident Project Representative to assist in observing the performance of the Work. The duties, responsibilities, and limitations of authority of any such Resident Project Representative will be the same as for the Architect/Engineer.

9.4 CLARIFICATIONS AND INTERPRETATIONS

The Architect/Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the Architect/Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.5 AUTHORIZED VARIATIONS IN WORK

The Architect/Engineer may authorize minor variations in the Work from the 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 (if any) and will require the Contractor to perform the Work involved promptly. If the Contractor believes that a Field Order (if any) justifies an increase in the Contract Price or Contract Time, the Contractor may make a claim therefore as provided herein.

9.6 REJECTING DEFECTIVE WORK

The Architect/Engineer has authority to reject Work which the Architect/Engineer believes to be defective and also has authority to require special inspections or testing of the Work.

9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

In accordance with the procedures set forth in these General Requirements, the Architect/Engineer will review all Contractor submittals, including, without limitation, Shop Drawings, samples, substitutes, or "or equal to" items in order to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the requirements of the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The Architect/Engineer's review will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.

9.8 DECISIONS ON DISPUTES

- A. The Architect/Engineer will be the initial interpreter of the requirements of the Contract Documents; disputes regarding additional or decreased Work and Change Orders (when applicable); claims relating to the acceptability of the Work, interpretation of the requirements of the Contract Documents, Contract Time and Contract Price. The Architect/Engineer will also be the arbiter of all claims by the Contractor, subject to the provisions below. Claims will be referred initially to the Architect/Engineer in writing with a request for formal decision, which the Architect/Engineer will render in writing within 30 Days of receipt of the request, subject to prior review by City of any claim made by the Contractor and proposed decision by the Architect/Engineer. Written notice of each such claim, dispute, and other matter will be delivered by the Contractor to the Architect/Engineer no later than five Days after commencement of the event giving rise thereto. The Architect/Engineer may allow extra time for supplements of this information. Written supporting data providing the extent and amount of the claim and supporting documentation will be submitted to the Architect/Engineer with such notice. All Claims for changes to the Contract Time and Contract Price are waived if not submitted in accordance with the requirements of this Section.
- B. The Architect/Engineer will not show partiality to the City or the Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. In the event the City disagrees with the Architect/Engineer's proposed decision on any claim when submitted to the City for review, the Architect/Engineer shall withhold its written decision and shall confer with the City until a mutually agreeable decision is made between City and Architect/Engineer appropriate to submit to Contractor.

9.9 LIMITATION ON ENGINEER'S RESPONSIBILITIES

- A. The Architect/Engineer when acting in good faith and exercising his authority to act for City, shall have no duty or responsibility to the Contractor or any Subcontractor, Supplier, any surety for any of them, or any other person or organization performing any of the Work.
- B. The Architect/Engineer has no duty or authority to supervise or direct the performance of the Work.
- C. The Architect/Engineer has no authority over and is not responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply

with Laws and Regulations applicable to the performance of the Work. The Architect/Engineer is not responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

- D. The Architect/Engineer is not responsible for the acts or omissions of the Contractor or of any Subcontractor, Supplier, or any other person or organization performing any of the Work.

ARTICLE 10 -- CHANGES IN THE WORK

10.1 GENERAL

- A. When applicable, the City may order additions, deletions, or revisions in the Work by a Field Order or a Construction Change Directive or a Change Order. Upon receipt of any such document, the Contractor shall promptly proceed with the Work involved which will be performed under the conditions of the Field Order or Change Order.
- B. When applicable, Architect/Engineer may also issue a Construction Change Directive and Field Orders setting forth written interpretations of the intent of the Contract Documents, order minor changes in Work execution, and issue Supplemental Instructions setting forth written orders, instructions, or interpretations of the Contract Documents, providing the Field Order involves no change in the Contract Price or the Contract Time.

10.2 CHANGE ORDERS (WHEN APPLICABLE)

- A. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the City Code, as amended from time to time.
- B. Contractor shall not start Work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by the City. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth within the document.
- C. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, the City reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed Work; or submit the matter in dispute to the Architect/Engineer as set forth herein. During the pendency of the dispute, and upon receipt of a Change Order approved by the City Contractor shall promptly proceed with the change in the Work involved and advise the Architect/Engineer in writing within seven calendar Days of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.
- D. Under circumstances determined necessary by the City, Change Orders may be issued unilaterally by the City.
- E. The City and the Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Work ordered by the City;
 - 2. Changes required because of acceptance of defective Work; and
 - 3. Changes in the Contract Price, Contract Time or other changes agreed to by

the parties.

- F. If notice of any kind is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility. On approval of any Contract change increasing the Contract Price, Contractor shall ensure that the Bonds are increased so that each reflects the Contract Price as increased.

ARTICLE 11 -- CHANGE OF CONTRACT PRICE

11.1 GENERAL

- A. The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at its expense without change in the Contract Price.
- B. The value of any Work covered by a Change Order (when applicable) or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
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 increased or decreased units.
 2. By mutual acceptance of a lump sum amount, properly itemized and supported by substantiating data to permit evaluation, which may or may not include an allowance for overhead and profit as agreed to by the parties.
 3. On the basis of the Cost of Work, as defined below.

11.2 COST OF WORK

- A. General: The term "Cost of Work" means the sum of all reasonable costs necessarily incurred and paid by the Contractor for labor, Materials, and equipment in the proper performance of extra Work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project. Whenever any extra Work is in progress, for which the definite price has not been agreed on in advance, the Contractor shall each Day report to the Architect/Engineer the amount and cost of the labor, Materials and equipment used, and any other expense incurred in such extra Work on the preceding Day, and no claim for compensation for such extra Work shall be included unless such report shall have been made. If in the opinion of the Architect/Engineer the cost of Material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such Material, then the cost shall be deemed to be the lowest current wholesale price for the quantity delivered to the Work site, less trade discount. For extra Work involving a combination of increases and decreases in the Work, the cost will be the sum of the additive and deductive costs.
1. The City reserves the right to furnish Materials for the extra Work and no claim shall be made by the Contractor for costs and profit on such Materials. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.
 2. Before construction equipment is used on the extra Work, the Contractor shall plainly

stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Architect/Engineer, in duplicate, a description of the equipment and its identifying number. Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore. Rental time will not be allowed while equipment is inoperative for any reason.

- B. Mark-up: The Cost of the Work shall include a 10 percent mark-up applied to the total amount of labor, material and equipment inclusive of but not limited to: Overhead and Profit, General Conditions, General Requirements, Labor Burden, fees and insurances, supervision, incidental general office expenses, etc.

ARTICLE 12 -- CHANGE OF CONTRACT TIME

12.1 GENERAL

- A. In no event shall Contractor be entitled to any delay damages from City or Architect/Engineer for any reason.
- B. The Contract Time will be extended in an amount equal to time Days due to Force Majeure which includes acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, sabotage, or freight embargoes. Other Contract Time extensions shall be only by Change Orders or by claims made by Contractor in accordance with the provisions herein.
- C. ***All time limits stated in the Contract Documents are of the essence.***

12.2 EXTENSIONS OF TIME FOR DELAY DUE TO INCLEMENT WEATHER

- A. Contract Times may be extended by the Architect/Engineer due to unusually severe weather, provided that the Contractor shall, within 10 Days of the beginning of any such delay, request such extension in writing stating the cause of delay. The Architect/Engineer may extend the Contract Time when, in its judgment, the facts justify such an extension. The Contractor's construction schedule shall be based upon the inclusion of 10 Days of inclement Weather Delays. No extension of the Contract Time due to inclement weather will be considered until after the said number of Days of inclement weather has been reached. No increase in Contract Time will be made if said number of Days of inclement weather is not reached.
- B. Inclement weather by itself is not a cause for time extension. Only where duration and frequency of rain is abnormal as compared with the Weather Bureau data and supported by Project logs will time extensions be considered. No time extension will be allowed for weekend rains unless the Contractor has received approval and been working weekends on a regular basis.
- C. In order to demonstrate that a delay is the result of exceptionally adverse weather conditions, the Contractor must demonstrate that critical path activities have been delayed by more Days than those cumulatively expected during the Contract Time, based upon an average number of Days of adverse weather conditions experienced in the place where the Project is located during the five years prior to the date of this Agreement, which average shall be based upon the historical data of the U.S. National Oceanic and Atmospheric Administration, and that any float time in the Construction Schedule has been exceeded. In order to be considered a delay, the Contractor must demonstrate that critical path activities were suspended during the exceptionally adverse weather event for more than 50 percent of the Day the Work period of the Day of the exceptionally adverse weather.

- D. Hurricane Precautions: During such periods of time as are designated by the United States Weather Bureau as being a hurricane watch or warning, the Contractor, at no cost to the City, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the City or the City's Architect/Engineer has given notice of same. Compliance with any specific hurricane watch or warning precautions will not constitute additional Work.

Consideration of additional Contract Time relating to hurricane watch or warning at the Project site will be addressed by a Change Order (when applicable) in accordance with the non-compensable excusable delays section of the General Conditions.

Suspension of the Work caused by a storm watch or warning, or storm event or official state of emergency (until termination of same), regardless of whether the City has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

ARTICLE 13 -- WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.1 WARRANTY AND GUARANTEE

The Contractor warrants and guarantees to the City and the Architect/Engineer that all Work will be in accordance with the Contract Documents and will not be defective.

13.2 ACCESS TO WORK

The City, the Architect/Engineer and their collective representatives, testing agencies, and governmental agencies with jurisdictional interests all shall have access to the Work at reasonable times for observation, inspections, and testing. The Contractor shall provide proper and safe conditions for such access.

13.3 INTERACTION AND RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- A. The Contractor shall give the Architect/Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals.
- B. Other than inspections by the City (unless specifically excepted below), the Contractor shall pay for the costs of all inspections and testing, including without limitation by any public body with jurisdiction requiring testing inspection or approval, with regard to any substitutions of Materials, equipment or Suppliers to be used or incorporated in the Work and for repeats of failed tests.
- C. In the event inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall bear the cost of corrective measures deemed necessary by the Architect/Engineer, as well as the cost of subsequent re-inspection and retesting. Neither observations by the Architect/Engineer nor inspections, tests, or approvals by others shall relieve the Contractor from the Contractor's obligation to perform the Work in accordance with the Contract Documents. The Architect/Engineer shall verify that the tests, equipment, and systems startups and operating and maintenance instruction are conducted as required by the Contract Documents.
- D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Architect/Engineer and the Contractor.
- E. If any Work (including the Work of others) that is to be inspected, tested, or approved is covered without written concurrence of the Architect/Engineer, it must, if requested by the Architect/Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's expense. If such Work is not found to be Defective Work, the Contractor

shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering. If the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefore as provided herein.

- F. The Architect/Engineer shall review the progress schedule of Shop Drawings, submittals and the schedule of values prepared by the Contractor.
- G. The Architect/Engineer shall attend pre-construction conferences, arrange progress meetings and conferences, attend meetings and maintain and circulate copies of minutes.
- H. The Architect/Engineer shall assist the Contractor in understanding the intent of the Contract Documents.
- I. The Architect/Engineer shall receive and record date of receipt of all submittals furnished by the Contractor.
- J. The Architect/Engineer shall conduct on-site observations of the Work in progress and determine if the Work is proceeding in accordance with the Contract Documents.
- K. The Architect/Engineer shall review applications for payment with the Contractor for compliance with the established procedure for their submittal.
- L. The Architect/Engineer shall: (a) prepare a Certificate of Substantial Completion/Notice of completion, as applicable, and submit to the Contractor a list of observed items requiring completion or correction; (b) conduct final review of the Work and prepare a "punch list" of items to be completed or corrected; and (c) verify that all items on the punch list have been completed or corrected.
- M. The Architect/Engineer shall not:
 - 1. Authorize any deviation from the Contract Documents or approve any substitute Material or equipment.
 - 2. Exceed limitations on the Architect/Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of the Contractor, Subcontractors or Contractor's superintendent, or expedite the Work.
 - 4. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
 - 5. Advise on or issue directions as to safety precautions and programs in connection with the Work.
 - 6. Participate in specialized field or laboratory test.

13.4 CITY MAY STOP THE WORK

If the Work is Defective Work, or the Contractor fails to perform Work in such a way that the completed Work will conform to the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however,

this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

13.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK

If required by the Architect/Engineer, the Contractor shall either correct all Defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the Architect/Engineer, remove it from the site and replace it with non-Defective Work. The Contractor shall bear all direct, indirect and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby.

13.6 ONE-YEAR CORRECTION PERIOD

If, within one year after the date of Final Completion, or such longer period of time as may be prescribed by Laws or Regulations, the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with City's written notification, either correct such Defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the such notification, or in an emergency where delay would cause serious risk of loss or damage, the City may have the Defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs and damages of such removal and replacement, including but not limited to fees and charges of engineers, architects, attorneys and other professionals will be paid by the Contractor.

Where Defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

13.7 ACCEPTANCE OF DEFECTIVE WORK

If, instead of requiring correction or removal and replacement of Defective Work the City prefers to accept the Work, the City may do so. The Contractor shall bear all direct, indirect, and consequential costs attributable to the City's inspection, testing, testing, evaluation of and determination to accept such Defective Work. If acceptance occurs prior to final payment, a Change Order (when applicable) will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the City shall be entitled to an appropriate decrease in the Contract Price.

ARTICLE 14 -- PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN)

The schedule of values or price breakdown shall be established as provided in the General Requirements and shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Architect/Engineer.

14.2 UNIT PRICE BID SCHEDULE

Progress payments on account of unit price Work will be based on the number of units completed.

14.3 APPLICATION FOR PROGRESS PAYMENT

- A. Unless otherwise prescribed by Law, on the 25th Day of each month, or other agreed upon date, the Contractor shall submit to the Architect/Engineer for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by partial lien releases and other such supporting documentation as is required by the Contract Documents.
- B. The Application for Payment shall identify, as a subtotal, the amount of the Contractor's total earnings to date. No payment shall be made for Materials stored at the site.
- C. The net payment due to the Contractor shall be the above-mentioned subtotal from which shall be deducted the amount of retainage specified herein and the total amount of all previous payments made to the Contractor. Retention shall be 5 percent of each approved progress payment until the Work is 100 percent complete and accepted by the City.

14.4 CONTRACTOR'S WARRANTY OF TITLE

The Contractor warrants and guarantees that title to all Work, Materials, and equipment covered by an Application for Payment, whether incorporated in the Work or not, will pass to the City free and clear of all liens no later than the time of payment by the City for such Materials and equipment.

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. The Architect/Engineer will, within seven Days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the City, or return the Application to the Contractor indicating in writing the Architect's/Engineer's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. Thirty Days after presentation of the Application for Payment with the Architect's/Engineer's recommendation, the amount recommended will be due, subject to the provisions of this Article.
- B. The City may refuse to make payment of the full amount recommended by the Architect/Engineer because claims have been made against the City on account of the Contractor's performance of the Work or Liens have been filed in connection with the Work or there are other items entitling the City to a credit against the amount recommended. In that event, the City must give the Contractor written notice within seven Days (with a copy to the Architect/Engineer) stating the reasons for such action.

14.6 PARTIAL UTILIZATION

- A. The City shall have the right to take possession of and use or place into service any item of equipment, usable portion of the Work, or partially completed portion of the Work prior to completion of the Work, but such taking, use or possession shall not be deemed an acceptance of any Work not completed in accord with the Contract Documents. Whenever the City plans to exercise said right, the Contractor will be notified in writing by the City identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service.
- B. It shall be understood by the Contractor that until such written notification is issued, all responsibility for care and maintenance of all items of the Work shall be borne by the Contractor. Upon issuance of said written notice of partial utilization, the City will accept responsibility for the protection and maintenance of such items of the Work described in the written notice.

- C. The Contractor shall retain full responsibility for satisfactory completion of the Work, regardless of whether a portion thereof has been partially utilized by the City and the Contractor's one-year correction period shall commence only after the date of Final Completion of the Work.

14.7 SUBSTANTIAL COMPLETION

When the Contractor considers the Work ready for its intended use, the Contractor shall notify the City and the Architect/Engineer in writing that the Work is Substantially Complete and request that the Architect/Engineer prepare a Certificate of Substantial Completion/Notice of Completion. Within a reasonable time thereafter, the City, the Contractor and the Architect/Engineer shall make an inspection of the Work to determine the status of completion. If the Architect/Engineer does not consider the Work Substantially Complete, the Architect/Engineer will notify the Contractor in writing, giving the reasons therefore. If the Architect/Engineer considers the Work Substantially Complete, the Architect/Engineer will prepare and deliver to the City for execution the Certificate of Substantial Completion/Notice of Completion signed by the Architect/Engineer and Contractor, which shall fix the date of Substantial Completion. As applicable, there shall be attached to the Certificate/Notice a list of items to be completed or corrected before final payment.

14.8 FINAL APPLICATION FOR PAYMENT

After the Contractor has completed all correction Work indicated on the attachment to the Certificate of Substantial Completion and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in the General Requirements) and other documents required by the Contract Documents, and after the Architect/Engineer has indicated that the Work is acceptable, the Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the City) of all liens arising out of or filed in connection with the Work.

14.9 FINAL PAYMENT AND ACCEPTANCE

- A. If, on the basis of the Architect's/Engineer's observation of the Work during construction and final inspection, and the Architect's/Engineer's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the Architect/Engineer is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Architect/Engineer will, within 14 Days after receipt of the final Application for Payment, indicate in writing the Architect's/Engineer's recommendation of payment and present the Application to the City for payment.
- B. After acceptance of the Work and obtaining the surety's consent to final payment, the City will make final payment to the Contractor of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:
 - 1. Liquidated damages, as applicable.
 - 2. Two times the value of outstanding items of correction Work or "punch list" items indicated on the Certificate of Substantial Completion/Notice of Completion which are yet uncompleted or uncorrected, as applicable. All such outstanding Work shall be completed or corrected to the satisfaction of the City promptly within the time stated on the Certificate of Substantial Completion/Notice of Completion, or the Contractor shall waive any and all claims to all monies withheld by the City to cover the value of all such uncompleted or uncorrected items.

3. Release of final payment or retainage does not constitute City's approval of the Work.

14.10 CONTRACTOR'S CONTINUING OBLIGATION

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Architect/Engineer, nor the issuance of a Certificate of Substantial Completion/Notice of Completion, nor any payment by the City to the Contractor under the Contract Documents (final or otherwise), nor any use or occupancy of the Work or any part thereof by the City, nor any act of acceptance by the City nor any failure to do so, nor any review of a Shop Drawing or sample submittal, will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

14.11 FINAL PAYMENT TERMINATES LIABILITY OF CITY

A final payment is defined as the last progress payment made to the Contractor for earned funds, less retainage as applicable, less deductions as applicable and described above. The acceptance by the Contractor of the final payment constitutes a release of the City and its agents from all claims of liability to the Contractor for anything done or furnished for, or relating to, the Work or for any act or neglect of the City or of any person relating to or affecting the Work, except demands against the City for the remainder, if any, of the amounts kept or retained and except pending, unresolved claims filed prior to the date of the Certificate of Substantial Completion/Notice of Completion.

ARTICLE 15 -- SUSPENSION OF WORK BY CITY

The City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 Days by notice in writing to the Contractor. The Contractor shall resume the Work on receipt from the Architect/Engineer or City of a notice of resumption of Work. The Contractor shall be allowed an increase in the Contract Time directly attributable to any suspension.

ARTICLE 16 -- MISCELLANEOUS

16.1 TITLE/OWNERSHIP TO MATERIALS FOUND ON THE WORK

The City reserves the right to retain title to all soils, stone, sand, gravel, and other Materials developed and obtained from excavations and other operations connected with the Work. The Contractor shall deliver such Materials to City at City's request, at a location determined by City, at no cost to City, unless otherwise specified in the Contract Documents. If the City releases ownership of the Material, it shall become the property of the Contractor, who shall dispose of it in manner satisfactorily to the Architect/Engineer at no extra cost to the City.

16.2 RIGHT TO AUDIT

The City shall have the right to audit the Contractor's books upon reasonable notice. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred. The right to audit shall include the right to inspect the Contractor's plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor

shall make available to the City for auditing all records and documents and other financial data relevant to the Work, and upon request, shall submit true copies of requested records to the City.

16.3 WATER SUPPLY

All water required for testing, flushing and construction shall be the full responsibility of the Contractor in accordance with requirements set forth in the Specifications.

16.4 SALVAGE

Any existing equipment or Material, including but not limited to valves, pipes, fittings, and couplings which is removed as a result of construction under this Project may be designated to the City at a location directed by the Architect/Engineer. Any equipment or Material not worth salvaging shall be disposed of by the Contractor in a sound environmental manner in an approved final disposal site.

16.5 LIMITATIONS OF OPERATION

The Contractor shall, at all times, conduct the Work in such a manner and in such sequence as will ensure the least practicable interference. The Architect/Engineer may require the Contractor to finish a section on which Work is in progress before Work is started on any additional section.

- END OF SECTION -

SHUMAKER

1011 East Broward Blvd
Suite 2000
Fort Lauderdale, FL 33302

o 813.229.7600
f 813.229.1660
shumaker.com

DUANE A. DAIKER
(813) 227-2329
ddaiker@shumaker.com

March 26, 2026

Set Via Email: mpamies@apnwplaw.com
Michelle Austin Pamies, Esq.
Austin Pamies Norris Weeks Powell, PLLC
401 North Avenue of the Arts
Fort Lauderdale, FL 33311

Re: Principal: JZT Utilities, Inc.
Obligee: City of Miramar
Bond No: 964231204
Surety: The Ohio Casualty Insurance Company

Dear Ms. Pamies:

As you know, this firm represents The Ohio Casualty Insurance Company and Liberty Mutual Surety (“Surety”) in connection with performance bond (No. 964231204) (the “Bond”) issued to JZT Utilities, Inc. (“JZT”) in favor of the City of Miramar (the “City”) and the construction of the “Historic Miramar Infrastructure Improvement, Phase IV” (the “Project”).

In response to your demand, and to fulfill its obligations under the Bond, the Surety offered to pay the City all of the documented and verified amounts claimed by the City as a result of the default, less the outstanding contract balances, by correspondence dated May 5, 2025. In response, on June 23, 2025, the City expressed a preference that the Surety either complete the contract or obtain bids for completion of the work.

Since that time, both the City and the Surety have sought estimates for completion of the work. On June 23, 2025, the City indicated it was unable to secure quotes for completion, and was relying solely on the Surety.

The Surety elected, as permitted under the Bond, to arrange a completion contract for the City. Ultimately, through a long process, the Surety was able to obtain three quotes, and selected Sagaris Corporation (“Sagaris”) as the best, qualified, responsible and responsive bidder. We also understand that Sagaris has performed other satisfactory work for the City.

I have attached the current proposal from Segaris, which outlines the scope of the restorative work, including masonry repairs, site lighting, the lake fountain, paver correction, and permit closeout. All work is to be completed per contract plans, specification, and City of Miramar requirements—as stated in the proposal.

The Surety asked Segaris to quote a price for removal and replacement of 50% of the granite at the shroud monument, which we believed to be more than sufficient. However, Segaris included a \$91,000 allowance [B(I)(2)] to cover the remaining 50% of the granite, at the City's option. This would be a betterment to the project, and is not a required repair. Nevertheless, the Surety has included the \$91,000 allowance in the contract price. Therefore, the price includes full replacement of the granite at the shroud.

Segaris' scope of work also includes a betterment to the project in the waterproof sealing of the top crown of the shroud – an element that was not present in the City's original plans for the work. [B(I)(1)]. The Surety has not made any deduction for the additional cost of this betterment.

However, the Surety is entitled to an offset for the agreed contract balances of \$59,901.96, current held by the City.

The Surety is also entitled to an offset for overpayments made by the City to JZT prior to the default. Our analysis reflects an overpayment of at least \$227,127.89, after the Engineer of Record directed the City to withhold further payments by letter dated October 30, 2023. These funds should have still been available to complete the project, and must be deducted from the Surety's contribution.

The Surety is prepared to arrange for a contract between Segaris and the City to complete the work on the terms set forth in the attach proposal. As part of the tender, the Surety will pay to the City the contract price, less the amounts described above, as follows:

Segaris contract price (including additional granite allowance):	\$556,700.00
Plus contingency:	\$ <u>40,000.00</u>
Total price:	\$596,700.00
<i>Less</i> agreed contract balances:	(\$59,901.96)
<i>Less</i> previous overpayment:	<u>(\$227,127.89)</u>
Surety payment to City:	\$309,670.15

Please note that the quoted price also includes new payment and performance bonds obtained by Segaris. The estimated time to complete the work is 90 days from the Notice to Proceed.

The Segaris proposal is only good until approximately April 30, 2026. Given the current economic conditions, we believe that allowing this proposal to lapse would result in significant additional expense the Surety is unwilling to bear alone. For that reason, we will ask for the City's confirmation of this proposed course of action within 15 days of the date of this correspondence to permit time to complete the contractual process prior to the expiration of the quote.

We believe that essentially all issues have been resolved in the City's favor, and that this should be an acceptable proposal. Please let me know if your client has any objections, otherwise we can work quickly to document the resolution accordingly.

Surety reserves any and all rights, remedies, and defenses under the bonds, other applicable documents, at law or in equity, as pertain to this matter.

Sincerely,

Duane A. Daiker

Duane A. Daiker



Prepared for: **Liberty Mutual Surety / City of Miramar**
 Attention: **Rodrigo Monsalve, Surety Engineer II**

DATE: **February 17, 2026**
 LOCATION: **City of Miramar - Regional Park - 9/11 Memorial Plaza (Post-Default Completion)**

PREPARED BY	SCOPE	PAYMENT TERMS
STEVEN FOULADI	Project Completion of outstanding work for 9/11 Memorial Plaza (Post Default)	TBD

Project Understanding:

This proposal provides line-item pricing to complete outstanding restoration work at the 9/11 Memorial Plaza following prior contractor default. Work includes masonry repairs (San Gabriel Black granite veneer), site lighting installation/energization (Vibia fixtures), lake fountain installation (Kasco J Series via Lake Doctors), paver corrections, permit closeout, bonds, and contingency — all per original scope, addenda, RFIs, and available drawings/specifications.

ITEM NO.	WORK DESCRIPTION	QTY	UNIT	UNIT PRICE	LINE TOTAL
A. General Conditions					
I. Permitting					
1.	Re-open all expired permits as required by City of Miramar Building Department. Includes admin/coordination. Includes Permit Renewal Fees	1	LS	\$ 15,000.00	\$ 15,000.00
2.	Closeout all required inspections and obtain final approvals. Includes Scheduling, attendance, and closeout documentation.	1	LS	\$ 15,000.00	\$ 15,000.00
II. Bonding					
1.	Performance & Payment bond premium (if required). Cost dependent on final contract value and bond forms/terms.	1	LS	\$ 10,000.00	\$ 10,000.00
B. Monument (Masonry Scope of Work)					
I. Shroud Structure					
1.	Granite Tile Restoration Removal & Replacement (50%) - Remove all loose, damaged, compromised, or failing granite tile from the shroud surface. - Perform complete substrate preparation, cleaning, repair, priming, and any necessary patching of latent defects or adhesive failure discovered during removal. - Install new per specification San Gabriel Black granite veneer (9-inch wide vertical strips, full height per HS2.0 and RFI#1 requirements, cut and fit as needed, adhesive per approved submittal, regrout joints, test for bond and soundness). - Includes all scaffolding, access equipment, disposal of removed material, and incidental labor/materials.	1	LS	\$ 200,000.00	\$ 200,000.00

	Allowance for Removal & Replacement (50%)				
2	-Contingency allowance to cover the remaining 50% of the original Granite Tile Restoration scope (balance to reach original \$291,000 estimate). Funds to be drawn only upon written authorization for the additional work.	1	LS	\$ 91,000.00	\$ 91,000.00
3	Seal the top (crown) of the shroud with a high-performance, flexible, breathable elastomeric waterproofing coating or membrane system (100% of shroud top)	1	LS	Inc in 1	Inc in 1
4	Clean/remove calcite buildup; regrout joints. Seal all grout and stone	1	LS	\$ 33,000.00	\$ 33,000.00
5	Install additional gravel as needed	1	LS	\$ 3,000.00	\$ 3,000.00
II. Obelisk Structure					
1.	Seal all joints and clean calcite buildup from all stone surfaces	1	LS	\$ 18,000.00	\$ 18,000.00
III. Site Lighting (Electrical)					
1.	Furnish and install 14 new ground lights along walkway (Vibia Lighting)	1	LS	\$ 80,000.00	\$ 80,000.00
2.	Provide power/energize 4 existing light poles	1	LS	\$ 19,000.00	\$ 19,000.00
3.	Provide power/energize ground lights in Shroud area (B Lights)	1	LS	\$ 22,000.00	\$ 22,000.00
4.	Furnish and install light covers for Shroud area fixtures	1	LS	\$ 3,700.00	\$ 3,700.00
5.	Replace defective ground light at Obelisk base (A Lights)	1	LS	\$ 12,000.00	\$ 12,000.00
IV. Lake Fountains					
1.	Furnish and install lake fountains (coordinate with Lake Doctor), Electrical work includes connections, final terminations to fountains to achieve full functionality.	1	LS	\$ 35,000.00	\$ 35,000.00
Total Estimated Contract Price					\$ 556,700
OWNER DIRECTED LINE ITEM / RATES & ALLOWANCE					
Contract Allowance					
A1.	Contingency allowance to cover unforeseen conditions, hidden defects, material cost increases, or minor scope adjustments not reasonably identifiable at bidding. Reserved for risks impacting memorial restoration quality, schedule, or compliance with plans, specifications, and City of Miramar requirements.	1	LS	\$ 40,000.00	\$ 40,000.00

Proposed Schedule Duration

90 calendar days from NTP (incl. 45-day material leads, coordination w/ subs like Lake Doctors, exploratory work, inspections; weather/permits may extend)

Notes: All work per contract plans, specifications, and City of Miramar requirements.

Key Limitations and Disclaimers:

Notes & Assumptions:

- Granite: San Gabriel Black (per photo/submittal/RFIs); pricing updated for 2026 market.
- Lighting: Based on City Electric Supply quotes (\$35,925-\$38,486 package) + installation/testing.
- Fountains: Latest Lake Doctors quote range used; coordinate electrical provision separately.
- All work per original IFB, addenda (1-5), RFIs (#1-3), Project drawings 'Bid Set', and City requirements.

Thorough Notes (Item-by-Item Explanations & Basis): These notes expand on each scope item, drawing from provided documents (e.g., initial SOW PDF, RFIs for clarifications, quotes for pricing, addendums for drawings/updates, inspection records for potential issues, and plans for details). Assumptions are conservative due to takeover uncertainties; all work per contract plans/specs, City of Miramar requirements, and Broward County standards.

Monument Masonry: Based on SOW and HS2.0/HS3.0 sheets (added via addendums). Granite is San Gabriel Black (per photo & RFI#1: provide color samples for approval; Per specification veneer, black/polished). Shroud: All Exposed. Obelisk: All exposed. Pricing adj. for 2026 (material volatility noted in quotes); incl. adhesive submittal. Assumed sq ft from survey/plans (e.g., C.1/C.3); actuals via field measure. Calcite cleanup assumes moderate buildup. Gravel for drainage (Per Plan). Shop drawings for joints if needed. Work for wall shell & foundation excluded in cost and unforeseen.

Site Lighting: All walkway, light poles, obelisk light and shroud lights include all work for a fully operational system, including but not limited to wiring, connections, testing, inspections, and full operation. Existing Electrical Panel 'H' To Remain Per Contract Drawings & Specifications for Tie-In Connections

Lake Fountains: Per HS1.0–HS4.0 (addendums) and Lake Doctors proposals (assembly/install, warranty; customer provides electrical source/conduit – excluded to avoid hazards). 3 units: Kasco J Series 1HP w/ LEDs/control panels. Pricing avg. of quotes; free shipping. Coordinate w/ Lake Doctors for accuracy (SOW). Restraints for PVC/DIP per RFI response (C.1 notes D/E: use DIP if needed, no cost/time change). Electrical connections to Fountains included in Item IV. Excludes major utility conflicts (e.g., FPL feeders/reclaimed lines per RFI#1/#2); exploratory testing if directed. Currently excluded per Lake Doctors terms (customer provides power within 30' of edge to avoid hazards). Any exploratory work for conduits runs and existing wiring will be accounted under the contingency item \$40K. Existing Panel 'L' To Remain Per Contract Drawings & Specifications for Tie-In Connections

A2. Pavers: Allowance per SOW; daily rate for variable conditions (settlement not quantifiable pre-probing). Incl. full restoration to grade/drainage (plans C.3/C.4). Est. 5 days based on site size; actual via logs/change orders. Daily Rate Calculated @ \$2,500. Work to be proposed and quantifiable upon owner directive of extent in which documentation of days required to be proposed for pre-authorization and billed towards contingency.

Permitting: Per SOW and records (25 pages of potential issues/expiration). Re-open/closeout all (Bldg Dept). Unknowns from prior (e.g., hidden violations) not incl.; extra reqs. via change order.

A1. Contract Allowance : Usage: Owner-approved only; unused credited.

Work honors memorial's significance; diligent performance assured.

Unforeseen Conditions: Pricing and scheduling are based on available drawings (e.g., via Addendums 1-5), specifications (136-page Solicitation PDF), and visible site conditions as of the bid date. We disclaim liability for any differing, concealed, latent, or unknown site conditions (e.g., subsurface issues, hidden structural defects, or undocumented modifications from prior contractor) that may be encountered during exploratory work, demolition, or restoration. Such conditions could include, but are not limited to, unstable foundations, faulty wiring, paver subsidence not apparent without probing, or utility conflicts (e.g., 10"+ reclaimed water line and FPL underground feeders not shown on drawings but discovered per RFI#1/#2, impacting obelisk footing). Discovery of unforeseen conditions may necessitate change orders for additional time, materials, labor, or costs, subject to owner/surety approval.

Permit and Inspection Unknowns: We will re-open expired permits and facilitate closeout inspections as specified. However, uncertainties regarding the status, completeness, or compliance of prior permits, inspections, or approvals (e.g., hidden violations, incomplete records from the original contractor, or re-inspection needs per 25-page Inspection Records) are not accounted for in this bid. Any additional requirements imposed by the City of Miramar Building Department or other authorities due to prior deficiencies will be treated as extra work, potentially requiring change orders.

Exploratory Work and Covered Elements: Exploratory or investigative work (e.g., tile removal, electrical testing, or fountain diagnostics) may reveal unknowns not identifiable during pre-bid review. We disclaim responsibility for costs associated with remediating pre-existing defects, non-compliant installations, or covered/hidden elements unless explicitly included in the scope. All such discoveries will be documented and addressed via approved change orders to avoid impacting the memorial's integrity.

General Exclusions: This proposal does not include allowances for material price escalations (e.g., granite/lighting volatility per quotes), weather delays, third-party claims arising from prior work, or surety-specific disputes (e.g., bond penalty limits or takeover agreement terms). Existing Bridge and Landscape Elements to remain. We reserve the right to seek equitable adjustments for any material changes to the contract without our consent, as per standard surety practices.

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT
WITH YOU (COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract within states covered under this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/20/2025 Policy No. WC PI 3136442-000 Endorsement No.

Insured SAGAS TEAM CORP Premium 25283

Insurance Company The Pie Insurance Company

Countersigned by _____ *John C. Sargent*

WC 00 03 13

(Ed. 4-84)

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TENDER AGREEMENT

THIS TENDER AGREEMENT (“Agreement”) is entered by and between the **City of Miramar, Florida**, 2300 Civic Center Place, Miramar, Florida 33025 (“Obligee”), and **The Ohio Casualty Insurance Company**, 1001 4th Avenue, Suite 3800, Seattle, WA 98154 (“Surety”).

WITNESSETH:

WHEREAS, on June 2, 2022, Obligee entered into a construction contract (hereinafter called the “Contract”) with JZT Utilities, Inc. (hereinafter called “Original Contractor”) for a project known as “911 Memorial Monument at Regional Park” (the “Project”); and

WHEREAS, pursuant to the Contract for the Project, a performance bond, Bond No. 964231204 (“Performance Bond”), and a payment bond, Bond No. 964231204 (“Payment Bond”), were issued by Surety naming Obligee as obligee, each in the amount of \$938,000.00; and

WHEREAS, on January 27, 2024, Obligee notified Surety that it believed Original Contractor was in default; and

WHEREAS, Surety has caused an investigation to be made regarding the status of the Project, including the nature and extent of the work and materials performed and supplied by Original Contractor, as well as material and work required to complete the Project; and

WHEREAS, Surety also requested bids, inquiries, or requests for quotations from other contractors for completion of the Project; and

WHEREAS, on February 17, 2026, a bid proposal was received from Sagaris Corporation (hereinafter referred to as the “Completion Contractor”) for \$596,700.00 (the “Completion Price”), a copy of said bid proposal being attached hereto as Exhibit “A” (the “Completion Contractor’s Bid Proposal”), to complete the outstanding work at the Project, all per the original scope, addenda, RFIs, and available drawings/specifications for the work; and

WHEREAS, Surety tendered the Completion Contractor’s Bid Proposal for the completion of the Project to Obligee, who is willing and desires to enter into a contract for the completion of the Project with the Completion Contractor, as provided for herein and in strict accordance with the terms and conditions of the Completion Contractor’s contract; and

WHEREAS, said Completion Contractor is ready, willing, and able to enter into a direct contract with Obligee to provide for completion of the work (“Completion Contract”), in accordance with the original plans and specifications for the Project, and will warrant all of the work to be performed to complete the Completion Contract, and will furnish to the Obligee, a surety bond acceptable to Obligee, from a surety that is licensed to do business in Florida, in the full amount of the Completion Contract, and shall provide all insurance required by the Completion Contract; and

WHEREAS, Surety desires to tender the services of said Completion Contractor to Obligee in full satisfaction of its obligations under its Performance Bond, subject to the terms of this Agreement and the terms of the Performance Bond; and

WHEREAS, Obligee will accept and approve the tender of said Completion Contractor, and provide for completion of the work, as specified herein; and

WHEREAS, Surety has fulfilled its completion responsibility pursuant to its Performance Bond;

NOW, THEREFORE, in consideration of the mutual promises made by the parties as herein set forth, and in further consideration of the payment which is being made to Obligee by Surety pursuant to this Agreement, the parties contract and agree as follows:

1. Recitals. The factual recitals set forth at the beginning of this Agreement are true and correct, and are incorporated into this Agreement.

2. Completion Contract. Surety hereby tenders the services of Completion Contractor to Obligee, and Obligee will contract directly with Completion Contractor for completion of the work.

3. Entry into Completion Contract. Obligee will finalize and enter into a contract to complete the Project in accordance with the original plans and specifications for the Project ("Completion Contract") within ten (10) days from the "Effective Date," of this Agreement, for a Completion Price of \$596,700.00, subject to adjustments as provided in the Completion Contract, and will require Completion Contractor to provide payment and performance bonds in the amount of \$596,700.00.

4. Accounting for Completion Contract Balance and Surety's Contribution to Completion Contract Price. Surety and Obligee agree that the accounting for the funds to complete the work is as follows:

Sagaris Corporation contract price:	\$556,700.00
Plus additional contingency price:	<u>40,000.00</u>
Total potential cost of the completion work:	\$596,700.00
Remaining Contract balances for Project:	\$ 59,901.96
Plus previous overpayment:	227,127.89
Plus Surety's Contribution:	<u>309,670.15</u>
Total funds available to complete the Project:	\$596,700.00

Surety will not seek a return of any contingency funds described above. Obligee will not seek any additional funds from Surety for change orders or other additional costs. Any further or additional costs for the completion work are the responsibility of Obligee.

5. Surety's Payment to Obligee. The Surety's Contribution, as defined above, in the amount of \$309,670.15, shall be paid to Obligee within ten (10) days of Obligee entering into the Completion Contract, as described in paragraph 3 above. Payment shall be made by check, made payable to Obligee, and delivered to Obligee at: City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025.

6. Surety's Satisfaction of Performance Bond Obligations and Release. Obligee expressly agrees that the payment of the sum of Surety's Contribution, as described in this Agreement, to Obligee by Surety, shall constitute complete satisfaction of Surety's obligations under the Performance Bond, and Obligee thereby releases Surety from any and all further obligations or liability of any kind under the Performance Bond.

7. Effective Date. The Effective Date of this Agreement shall be the date upon which the last party to this Agreement executes this Agreement, and transmits a copy of the signature pages to this Agreement to all other parties confirming and advising the other parties of the Effective Date.

8. Surety's Rights Against Original Contractor and Indemnities. Nothing contained in this Agreement constitutes a waiver by Surety of any rights which it may have to seek reimbursement or indemnity from any entity or individual for which Surety may have a right of subrogation with respect to the payment that Surety is making pursuant to this Agreement, with respect to any payments which Surety makes under the Performance or Payment Bond issued, nor with respect to any fees and expenses incurred by Surety as a result of having issued either the Performance Bond or the Payment Bond. It is expressly understood and agreed that Surety is reserving all rights, claims, and causes of action which it now has, or which may arise in the future, to seek reimbursement or indemnity from any entity or individual for which Surety has a right of subrogation with respect to all payments of any kind made by Surety involving or arising out of the Project, or the Performance Bond, or Payment Bond, and with respect to any and all expenses incurred by Surety as a result of having issued the Payment Bond or the Performance Bond.

9. No Third Party Beneficiaries. Nothing contained in this Agreement shall create any third party beneficiaries, nor confer any benefit or enforceable rights under this Agreement upon any person or entity other than the parties to this Agreement.

10. Remedies; Governing Law. The remedies provided in this Agreement are nonexclusive, and cumulative in nature, unless otherwise stated herein. This Agreement shall be construed and governed by the laws of the State of Florida, and shall bind the heirs, personal representatives, assignees, and successors in interest of the parties hereto.

11. Binding Effect. This Agreement will be binding upon the parties hereto and shall inure to the benefit of their respective heirs, administrators, successors, agents, principals, employees, shareholders, officers, representatives and assigns of the parties hereto. It is further understood that this Agreement is for the benefit of the parties hereto, and shall not create any right in any person or entity not a party hereto, or increase the obligation of any party hereto to any third person or entity.

12. Severability. In the event that any term or provision of this Agreement, or any portion thereof, shall be determined by a court of competent jurisdiction to be void, invalid, or unenforceable for any reason whatsoever, the remaining terms and provisions shall remain in full force and effect, as though the void, invalid, or unenforceable provision was deleted therefrom.

13. Waiver. The failure of Obligee or Surety to enforce, at any time, any provision of this Agreement shall not be construed to be a waiver of such provision or of the right of Obligee or Surety thereafter to enforce such provision. No waiver shall be valid and binding against Obligee or Surety unless in writing and signed by Obligee or Surety.

14. Merger: Complete Agreement. As to Obligee and Surety only, as the only parties to this Agreement, intend that this written Agreement, together with any supplemental provisions or addenda as are attached to the Agreement, constitute the entire agreement between and among them regarding the issues that are the subject of this Agreement unless they conflict with the terms and conditions of the Bonds. With the exception of the Bonds, any prior understandings or agreements, and any representations made by either party to the other, including, but not limited to, any representations or statements made in any sales or promotional literature or material, not included or specifically addressed in this Agreement, are deemed to be merged herein, and not binding as to the parties as this Agreement constitutes the complete understanding and agreement between the parties. This Agreement is for the sole benefit of the parties hereto, their respective successors and assigns, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement.

15. Construction of Agreement. Obligee and Surety acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel, as to each and every one of the terms, conditions, and restrictions, and as to the effect of all the provisions of this Agreement, and Obligee and Surety agree to the enforcement of any and all of these provisions and execute this Agreement with full knowledge of these provisions. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or constructing the provisions shall not apply the presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself, or through its agent, prepared the document.

16. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

17. Attorney Fees. In the event any party files a suit or institutes an adversary proceeding in connection with enforcement of the provisions of this Agreement, then the parties shall bear their own legal costs and expenses (including attorneys' fees, court costs, arbitration fees and costs, and expert and consultant fees and costs).

18. No Admission of Liability. This Agreement does not constitute an admission of liability by any party.

19. Notices. All notices, demands, consents, statements, offers, reports, and other communications required or permitted under this Agreement shall be in writing, signed by the party making same, and shall be delivered personally (which shall include confirmed receipt of a telecopy facsimile), by nationally recognized overnight courier service, or by registered or certified mail, return receipt requested, to the other parties hereto, at the addresses set forth below. The date of such notice or communication shall be the date of receipt. In the event any date on which any notice or election is required to be made hereunder falls on a Saturday, Sunday, or federal holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day. Any notice to Obligee shall be addressed as follows:

City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

Any notice to Surety shall be addressed as follows:

The Ohio Casualty Insurance Company/Liberty Mutual Surety
1001 4th Avenue, Suite 3800
Seattle, WA 98154

with a copy to:

Duane A. Daiker, Esquire
Shumaker, Loop & Kendrick, LLP
101 E. Kennedy Boulevard – Suite 2800
Tampa, FL 33602

[This portion intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

OBLIGEE:

CITY OF MIRAMAR, FLORIDA

By: _____
Dr. Roy L. Virgin, City Manager

_____ day of _____, 2026

ATTEST:

Denise A Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

By _____
City Attorney
Austin Pamies Norris Weeks Powell, PLLC

SURETY:

The Ohio Casualty Insurance Company

By: Jennifer Schildbach

Print Name: Jennifer Schildbach

Title: Senior Surety Claims Counsel/ Authorized Representative

Date: May 19, 2026