

CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT

THIS Agreement made and entered into this 7th day of September, 2023, is by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and Horsepower Electric Inc., a Florida Corporation (Contractor or contractor), (collectively, "Parties").

WHEREAS, the City desires to retain a contractor for the Project, Las Olas Mid-Block Crossings, as expressed in its Event No., 84, Project Number, 12699, which was opened on June 28, 2023; and,

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the Project.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

ARTICLE 1 – DEFINITIONS

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

- 1.1 Agreement – This written Agreement between the City and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.
- 1.2 Application for Payment – The form accepted by the City which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.
- 1.3 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the City to verify in every detail conformance with plans and specifications.
- 1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.5 Bid Documents – Advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and sample agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.
- 1.6 Certificate of Substantial Completion - Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.
- 1.7 Change Order - A written document executed by both Parties ordering a change in the Contract Price or Contract Time or a material change in the Work.

1.8 City – The City of Fort Lauderdale, Florida, including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.

1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions, Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

Permits on file with the City and/or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

1.10 Contract Price – The amount established in the bid submittal and award by the City's City Commission, its successors and assigns, as may be amended by Change Order.

1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.

1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.

1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.

1.14 Defective – When modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.

1.15 Effective Date of the Agreement – The effective date of the Agreement shall be the date the City Commission approves the Agreement.

1.16 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.

1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged

storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.

- 1.18 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.
- 1.20 Holidays - Those designated non-workdays as established by the City Commission of the City of Fort Lauderdale.
- 1.21 Inspection – The term “inspection” and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.
- 1.22 Notice of Award - The written notice by City to the Contractor stating that upon compliance by the Contractor with the condition’s precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 Notice to Proceed – A written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.24 Plans - The official graphic representations of this Project that are a part of the Contract Documents.
- 1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 Project – The construction project described in the Contract Documents, including the Work described therein.

- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Builts" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the Contractor. These documents will be signed and sealed by a Professional Engineer, or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.
- 1.31 Substantially Completed Date - A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project. If, at the time of inspection, it is determined the project is substantially completed, the City will issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.
- 1.32 Work - The construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 – SCOPE OF WORK

- 2.1 The Contractor shall complete all work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

Las Olas Mid-Block Crossings
Event# 84 PROJECT # 12699

- 2.2 All Work for the Project shall be constructed in accordance with the approved plans and Specifications. The Work generally involves:

PROJECT DESCRIPTION

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Construction services for the City's Transportation and Mobility Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

This project is located at E Las Olas Boulevard between S. Gordon Rd and Coral Way, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, construction of two midblock pedestrian crossings at E Las Olas Boulevard between S Gordon Road and Bonita Ave, and E Las Olas Boulevard between Fiesta Way and Coral Way. The mid-block crossing will include RRFBs in the median and sidewalks with pedestrian signages, warning signages, ADA pedestrian ramps. High emphasis crosswalk markings, and lighting modifications to comply with new crossing and lighting criteria. The sidewalk improvements shall be in accordance with Americans with Disabilities Act (ADA).

- 2.3 Within ten (10) days of the execution of this Agreement, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of all personnel employed. The general sequence of the Work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as Andre Eugent, whose address is 290 NE 3rd Avenue, Fort Lauderdale, FL 33301, telephone number: (954) 828-5734, and email address is aeugent@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the City and Contractor, are incorporated herein and attached to this Agreement, and consist of the following:

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement: (Plans sheets 1 to 17 inclusive).
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions and Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.
- 4.8 Addenda number 1 through 2, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law.

- 4.11 Event No., 84, Instructions to Bidders, and Bid Bond.
- 4.12 Contractor's response to the City's Event No., 84, dated June 13, 2023.
- 4.13 Schedule of Completion.
- 4.14 All amendments, modifications and supplements, change orders and work directive Changes, issued on or after the Effective Date of the Agreement.
- 4.15 Any additional documents that are required to be submitted under the Agreement.
- 4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.
- 4.17 The Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Approved change orders, addenda or amendments.
- b. Specifications (quality) and Drawings (location and quantity).
- c. Special Conditions.
- d. General Conditions.
- e. This Agreement dated 9/7/23, and any attachments.
- f. Event No., 84, and the specifications prepared by the City.
- g. Contractor's response to the City's Event No., 84, dated June 13, 2023.
- h. Schedule of Values.
- i. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the Project Manager.

It is the intent of the specifications and plans to describe a complete Project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be

interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, 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 change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

ARTICLE 5 – CONTRACT TIME

- 5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within fourteen (14) calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within one hundred eighty (180) calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within two hundred ten (210) calendar days after the Substantial Completion date.

ARTICLE 6 – CONTRACT PRICE

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.
- 6.2 The Parties expressly agree that the Contract Price, which shall not exceed the amount of **Five Hundred Sixty-Four Thousand Two Hundred Forty-Four Dollars and Zero Cents** (\$564,244.00), constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to an approved and fully executed Change Order. The Contract Price is in accordance with the line items unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.
- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to an approved and executed Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

ARTICLE 7 – PAYMENT

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided for in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end

of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed and accepted by the City.

- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment. Upon final completion of the Work in accordance with this Agreement, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price. However, not less than five percent (5%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications, and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.
- 7.5 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
 - 7.5.1 Defective work not remedied.
 - 7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
 - 7.5.3 Failure of Contractor to make payments properly to subcontractors or for material or labor.
 - 7.5.4 Damage to another contractor not remedied.
 - 7.5.5 Liquidated damages and costs incurred by Contractor for extended construction administration, if applicable.
 - 7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Project Manager, payment shall be made in whole or in part.

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2022), as amended or revised, provided, however, complete and error free pay application is submitted.
- 7.7 The City shall make payment to the Contractor through utilization of the City's Purchasing Card (P-Card) Program. The City has implemented a P-Card Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's P-Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

7.8 Payment Card Industry (PCI) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale. Failure to produce documentation could result in termination of the contract.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

In order to induce the City to enter into this Agreement, Contractor makes the following representations upon which the City has relied:

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and in reliance on such test, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the project can be completed for the Bid Price submitted within the Contract Time as defined in this Agreement.

Furthermore, Contractor warrants and confirms that it is totally familiar with, understands and shall comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.
- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied carefully on its own, all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Bid Price and that the Project can be completed for the Bid Price submitted.
- 8.5 Contractor has made or caused to be made, examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs

8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.

8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.

8.8 Labor

8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.

8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.

8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Agreement in accordance with Article 17.

8.8.4 Where required and necessary, the contractor shall, at all times, have a certified "competent person" assigned to the job site. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (MOT). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the Work shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Agreement in accordance with Article 17.

8.9 Materials:

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

8.9.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.

- 8.10 Work Hours: 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 Supplementary Conditions, all work at the site shall be performed during regular working hours between 8 a.m. and 5:00 p.m., Monday through Friday.

Unless approved by the City in advance, the Contractor will not perform work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. For any overtime inspection required by City personnel, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. **It shall be noted that the City's Inspector work hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime at a rate of \$100.00 per hour.** The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

- 8.11 Patent Fee and Royalties: 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, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and hold harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

- 8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses.

The Contractor shall pay all government charges which are applicable at the time of opening of bids. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

- 8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, and the State of Florida.

8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the City or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for or will be required to replace or restore at no expense to the City all properties and areas not protected or preserved as required herein that may be destroyed or damaged.

During the progress of the Work, the Contractor shall keep the premises free from accumulation of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the City.

8.16 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

8.16.1 Flow of material and equipment from suppliers.

8.16.2 The interrelated work with affected utility companies.

8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.

8.16.4 The effort of independent testing agencies.

8.16.5 Notice to affected property owners as may be directed by the Project Manager.

8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

8.17 Project Record Documents and Final As-Builts (Record Drawings): Contractor shall be responsible for maintaining up-to-date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-Builts) and a CD of the electronic drawings files created in AutoCAD 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

8.18 Safety and Protection:

8.18.1 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:

8.18.1.1 All employees working on the project and other persons who may be affected thereby.

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

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

8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.

8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.

8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the City from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the City. At such time, a City approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. Section 9607, as amended or revised, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

8.23 No Liens: If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the Work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall,

without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

- 8.24 Weather Emergencies: Upon issuance of a hurricane watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the event a hurricane warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available, and in the City before, during and immediately after the storm.

Upon issuance of a hurricane warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time it is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

- 8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, pandemics, war, act of Governmental Authority, state of emergency, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within ninety-six (96) hours after such an occurrence. The Contractor shall use its reasonable efforts to minimize such delays. The Contractor shall promptly provide an estimate of the anticipated additional time required to complete the Project.

- 8.26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Additionally, the Contractor assures that it, the sub-recipient or its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate. This additional language must be included in each subcontract the prime Contractor signs with a subcontractor.

ARTICLE 9 – CITY’S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.
- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the

City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City's decisions on all claims, questions and determination are final.

- 9.5 Cancellation for Unappropriated Funds: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

ARTICLE 10 – BONDS AND INSURANCE

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

- 10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2022), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

- 10.2 Disqualification of Surety: If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

10.3 Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the bid to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

**ARTICLE 11- WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS,
CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

- 11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.
- 11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.
- 11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.
- 11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.
- 11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.
- 11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.
- 11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.
- 11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraphs 11.2.1 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate

deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if it makes a claim therefore as provided in Articles 14 and 15.

- 11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, 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. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.
- 11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.
- 11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, 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 terms of such instructions 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 and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.
- 11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the City's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contract's Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.
- 11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto

and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

ARTICLE 12 – INDEMNIFICATION

12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.

12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its subcontractors, agents, suppliers, employees or laborers; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

12.2.2 Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the

infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.

12.2.4 If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the City.

12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes (2022), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

13.1 Without invalidating this Agreement, the City may, at any time or from time-to-time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of an approved, written and fully executed Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.

- 13.2 The Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

ARTICLE 14 – CHANGE OF CONTRACT PRICE

Change of Contract Price, approved by City, shall be computed as follows:

- 14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:

- 14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work.

Payroll costs shall include, but not be limited to, salaries and wages plus cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

- 14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.

- 14.1.3 Supplemental costs including the following:

- 14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.
- 14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

- 14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.
- 14.1.3.4 Royalty payments and fees for permits and licenses.
- 14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.
- 14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

14.2 The Contract Price may only be increased by an approved and fully executed Change Order when Work is modified in accordance with Article 13 and approved by the City in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

14.3 Not Included in the Cost of the Work: The term "Cost of the Work" shall not include any of the following:

- 14.3.1 Payroll costs and other compensation of the Contractor's officers' executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.
- 14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.
- 14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.
- 14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.

- 14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1.
- 14.4 Basis of Compensation: The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:
- 14.4.1 A mutually acceptable negotiated fee:
- 14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).
- 14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.
- 14.4.1.3 The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.
- 14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.
- 14.5 Cost Breakdown Required: Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:
- 14.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.
- 14.5.2 Whenever a change involves the Contractor and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.
- 14.6 Time for the City to Approve Extra Work: Any Extra Work in an amount up to and not exceeding a cumulative amount of ten percent (10%) for a specific project can be approved by the City Manager and shall require a written Change Order to be submitted to the Public Works Director for submittal and approval by the City Manager. Extra Work exceeding the cumulative amount of ten percent (10%) for a specific project must be

approved by the City Commission and a written Change Order request must be submitted to the Public Works Director for submittal and approval by the City Manager and City Commission. No financial or time claim for delay to the project resulting from the Change Order approval process outlined above under Section 14.6 will be allowed. Work cannot proceed until the change order is agreed to and fully executed by the Parties.

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

- 15.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefore as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the City, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, pandemics, act of Governmental Authority, state of emergency, or acts of God.
- 15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- 15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 15.5 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **One Thousand Dollars (\$1,000.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have

the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

- 16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 City's Right to Terminate Contract: The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor makes a general assignment for the benefit of creditors.
- 17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.

- 17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.
- 17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
- 17.2.5 If the Contractor repeatedly disregards proper safety procedures.
- 17.2.6 If the Contractor disregards any local, state or federal laws or regulations.
- 17.2.7 If the Contractor otherwise violates any provisions of this Agreement.
- 17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.
- 17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth below in Section 17.5.
- 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:
- 17.4.1 Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:
- 17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien

recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.

17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.

17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

17.4.2 Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Contractor, the following shall occur:

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

- 17.5 **Termination for Convenience:** This Agreement may be terminated for convenience in writing by City upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and approved by the City, expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed or rejected by the City.
- 17.6 Where the Contractor's service has been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.
- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 **Resolution of Disputes:** Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under, or by reason of, the Contract Documents which cannot be resolved by mutual agreement of City Project Manager and Contractor shall be submitted to the City Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.
- 18.1.1 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.2 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
- 18.1.3 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties

retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

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

Andre Eugent
Project Manager
City of Fort Lauderdale
290 NE 3rd Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 828-5734
E-mail: aeugent@fortlauderdale.gov

with copies to:

City Manager and Interim City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301-1016

To the Contractor:

Horsepower Electric Inc.
1 North University Drive
Plantation, FL 33324
Telephone: (305) 819-4060
E-mail: mike@horsepowerelectric.com

ARTICLE 20 – LIMITATION OF LIABILITY

20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes (2022), as may be amended or revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest. This provision shall survive any cancellation or early termination of this Agreement.

- 20.2 **No Extended Damages:** For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

- 21.1 The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the

City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.

- 22.3 The Contractor and its employees, volunteers and agents shall be and remain as independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

By submitting a bid or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

22.8 **Public Entity Crimes:** In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2022), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

22.9 **Attorney Fees:** If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 **Public Records**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining

public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

22.11 Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2022), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

22.12 E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended

or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this section 22.11, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as maybe amended or revised, to include all of the requirements of this section 22.11 in its subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as maybe amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

CITY

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: _____

GREG CHAVARRIA
City Manager

Date: _____

9/7/23

ATTEST:

By: _____

DAVID R. SOLOMAN
City Clerk



Approved as to Legal Form:
D'Wayne Spence, Interim City Attorney

By: _____

Kimberly Cunningham Mosley
Assistant City Attorney

CONTRACTOR

WITNESSES:

[Signature]
Signature

Stephanie Crespo
Print Name

[Signature]
Signature

Randy Reyes
Print Name

Horsepower Electric Inc.,
a Florida Corporation..

By: [Signature]
Michael Martinez
President

ATTEST:

[Signature]
By: _____
Secretary

(CORPORATE SEAL)

STATE OF Florida:

COUNTY OF Broward:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of Aug, 2023, by Michael Martinez as President, for Horsepower Electric Inc. , a Florida Corporation.



[Signature]
(Signature of Notary Public - State of Florida)
Stephanie Crespo
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061		CONTACT NAME: Regina Bunker PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No): (954) 942-6310 E-MAIL ADDRESS: regina@furmaninsurance.com															
INSURED Horsepower Electric Inc 8105 W 20th Ave Hialeah FL 33014		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Houston Specialty Insurance Company</td><td>12936</td></tr><tr><td>INSURER B: Imperium Insurance Company</td><td>35408</td></tr><tr><td>INSURER C: Bridgefield Casualty Ins Co</td><td>10335</td></tr><tr><td>INSURER D: Indian Harbor Insurance Company</td><td>36940</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Houston Specialty Insurance Company	12936	INSURER B: Imperium Insurance Company	35408	INSURER C: Bridgefield Casualty Ins Co	10335	INSURER D: Indian Harbor Insurance Company	36940	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 23-24 GL/AU/UM/WC/PL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Broad Form PD <input checked="" type="checkbox"/> Contractual Liability Applies GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CONHSG000042700	07/16/2023	07/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CON-IIC-CA-0000390-00	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP - Basic \$ 10,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CONHSCX000033500	07/16/2023	07/16/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER \$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A	Y	198-57732	03/31/2023	03/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability & Contractors Pollution Liability	Y	Y	PEC005358204	02/04/2023	02/04/2024	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event 84 (P12699) - Las Olas Mid-Block Crossings

The City of Fort Lauderdale, a Florida municipality, its officials, employees, and volunteers are included as Additional Insureds regarding General Liability and Commercial Auto Liability, on a primary & non contributory basis as required by written contract with the Named Insured. Waiver of Subrogation applies to Workers Compensation as required by written contract. Thirty (30) day notice of cancellation; ten (10) days' notice for nonpayment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to the loss.	Any location(s) in which the Named Insured has agreed in a written contract or written agreement executed prior to the loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured 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 exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. 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:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to the loss.	Any location(s) in which the Named Insured has agreed in a written contract or written agreement executed prior to the loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured 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 is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

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.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Horsepower Electric, Inc.

Endorsement Effective Date: 3/31/2023

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization who has the Named Insured's permission to use covered, owned, hired or borrowed autos per written contract or written agreement prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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

* Blanket Waiver of Subrogation Applies *

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

Date Prepared: July 18, 2023

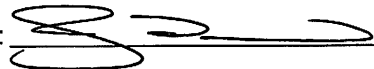
Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: March 31, 2023

Policy Number: 0196-57732

Insured: Horsepower Electric, Inc.

Countersigned by:

A handwritten signature in black ink, appearing to be a stylized 'S' or 'Z' followed by a horizontal line.

WC 00 03 13 (Ed. 4-84)

SURETY BOND
IN COMPLIANCE WITH AND INCORPORATING THE PROVISIONS OF SECTION 255.05, FLORIDA STATUTES

THIS IS A SURETY BOND given by HORSEPOWER ELECTRIC INC. the "Contractor" as principal, referred to in this Bond as "Contractor" and ENDURANCE ASSURANCE CORPORATION as "Surety," and they represent by this instrument that they are bound to the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida ("City"), in the sum of \$564,244.00 (FIVE HUNDRED SIXTY-FOUR THOUSAND TWO HUNDRED FORTY-FOUR DOLLARS) for the payment of which, to be made to the City of Fort Lauderdale, Florida, they jointly and severally, bind themselves and each of their heirs, executors, administrators, successors and assigns.

Owner Name: CITY OF FORT LAUDERDALE
a municipal corporation of the State of Florida

Owner Address and Telephone: City Hall, Public Works Department
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301
(954) 828-5772

Bond No.: EACX4004449

Contractor Name, Address, Telephone: Horsepower Electric Inc.
8105 W. 20th Avenue
Hialeah, FL 33014
Telephone: (305) 819-4060

Surety Company, Address, Telephone: Endurance Assurance Corporation
4 Manhattanville Road, 3rd Floor
Purchase, NY 10577
615-553-9500

City Project No./Bid No.: Event 84 (P12699)

Name of Project: Las Olas Mid-Block Crossings

Project Location: City of Fort Lauderdale

Legal Description and Street Address: Las Olas Mid-Block Crossings

Description of Work: The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Construction services for the City's Transportation and Mobility Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).
This project is located at E Las Olas Boulevard between S. Gordon Rd and Coral Way, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, construction of two midblock pedestrian crossings at E Las Olas Boulevard between S Gordon Road and Bonita Ave, and E Las Olas Boulevard between Fiesta Way and Coral Way. The mid-block crossing will include RRFBs in the median and sidewalks with pedestrian signages, warning signages, ADA pedestrian ramps. High emphasis crosswalk markings, and lighting modifications to comply with new crossing and lighting criteria. The sidewalk improvements shall be in accordance with Americans with Disabilities Act (ADA).

"Contractor" is bound by an instrument in writing dated the 22nd day of August, 2023, by which Contractor has contracted with the City of Fort Lauderdale, Florida, to furnish labor, tools, and materials for the Project referenced and described above, together with all work incidental thereto, as fully set out in the plans, specifications and details on file in the Office of the City Engineer of the City.

255.05 Bond Form, Rev. 10/21/05

SB-1

(3)



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 24 day of August, 2023 County Administrator.
By: Broward County Deputy Clerk
f54a07e9-4b9b-4f40-ab05-63d0503010ed Page 1 of 3

Notice required by Section 255.05(6), Florida Statutes (2022): "This bond is given to comply with Section 255.05 Florida Statutes (2022), and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes (2022)."

The condition of the above obligation is such that if the above bound "Contractor," or its successor or assigns shall in good faith and in good, sufficient, substantial and workmanlike manner, perform the work and comply with the conditions of the contract, including payment of penalties, in strict accordance with the terms and provisions stipulated in it and shall indemnify and hold harmless the City against and for payments of any and all damages that may happen to persons or property by reason of excavations, embankments, obstructions and all other work in streets, alleys or places in connection with the work, or arising out of any act, neglect or omission of the "Contractor" or its agents, servants, or employees with relation to the work, and shall indemnify and hold harmless the City against and from all suits and acts of every nature and description arising out of any claims by patentees of any process connected with the work agreed to be performed under the contract, or of any materials used upon the work, and pay all costs accruing if the contract is cancelled and a new contract for finishing the work is let, and all other expenses lawfully chargeable to the "Contractor," then this agreement shall be null and void; otherwise it is to remain in full force and effect, but it is expressly provided, understood and agreed that if the "Contractor" or its subcontractors fail to duly and promptly pay for any labor, material, or other supplies used by "Contractor" or any of its subcontractors in the performance of the work to be done, or the Contractor defaults in its Contract with the City, the "Surety" will promptly pay to all claimants, as defined in Section 255.05(1), Florida Statutes (2022), the same in an amount not exceeding the sum specified in this bond, together with interest at the rate of fifteen percent (15%) per annum, and the Surety hereby stipulates and agrees that no change, extension, reduction, alteration or addition to the terms of the contract or the plans, details and specifications shall in any way affect the obligations of this bond.

Whenever Contractor shall be, and is declared by the City to be in default under the contract, the City may proceed to cancel the contract and award a new contract for finishing the work or order the Surety to promptly remedy the default by obtaining a bid or bids for completing the contract in accordance with the original contract terms and conditions. Upon the determination by the City of the lowest responsible bidder, the Surety shall complete all work and pay the full cost of completion, less previous payments.

This Bond is effective for one (1) year after completion and acceptance of the work, with liability equal to twenty-five percent (25%) of the contract price, and is so conditioned that the "Contractor" will, at its own expense, correct any defective or faulty work or material which appears within one (1) year after completion of the work and final payment, upon notification by the City.

IN WITNESS WHEREOF, the above "Contractor" has signed this Agreement, and the "Surety" has caused this Agreement to be signed in its name by its Attorney-in-Fact, and its corporate seal affixed, this 22nd day of August, 2023.

Signed, sealed and delivered
in the presence of:

[Signature]
(Witness) Signature

Randy Reyes.
(Witness) Print Name

[Signature]
(Witness) Signature

Stephanie Crespo
(Witness) Print Name

CONTRACTOR:

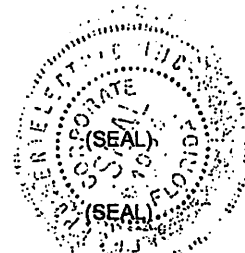
[Signature]

Michael Martinez, President
Print Name and Title

SURETY:

[Signature]
Local Agent

Roberto C. Menendez, Attorney-in-Fact
Print Name and Title



SB-2

255.05 Bond Form, Rev. 10/21/05



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 24 day of August, 2023 County Administrator.

By: Broward County Deputy Clerk
f54a07e9-4b9b-4f40-ab05-63d0503010ed Page 2 of 3



SOMPO INTERNATIONAL
INSURANCE

11947

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexion Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Dirk Douglas DeJong, Roberto Carlos Menendez, Tina Mangum as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

By: *Richard M. Appel*
Richard Appel, SVP & Senior Counsel



Endurance American Insurance Company

By: *Richard M. Appel*
Richard Appel, SVP & Senior Counsel



Lexion Insurance Company

By: *Richard M. Appel*
Richard Appel, SVP & Senior Counsel



Bond Safeguard Insurance Company

By: *Richard M. Appel*
Richard Appel, SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public, My Commission Expires 5/31/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
- The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 22nd day of August, 2023.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexionClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12880 Lebanon Road; Mount Juliet, TN 37122-2870



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.

Dated this 24 day of August, 2023 County Administrator.

By: Broward County Deputy Clerk

f54a07e9-4b9b-4f40-ab05-63d0503010ed Page 3 of 3

**CITY OF FORT LAUDERDALE
CONTRACT AND SPECIFICATIONS PACKAGE**

INVITATION TO BID

EVENT NO. 84

PROJECT NO. 12699

**Las Olas Mid-Block
Crossings**



**Andre Eugent
Senior Project Manager**

**Erick Martinez
Senior Procurement Specialist
Telephone: (954) 828-4019 E-mail: emartinez@fortlauderdale.gov**

Line Responses For Event # 84-2

Company: 10

Event #: 84-2

Event Name: Las Olas Mid-Block Crossings

Supplier Group: COFL

Supplier: 1746

Supplier Name: Horsepower Electric Inc

Supplier Contact: 1

Supplier Contact Name: Lis Mondelo

Line Responses

Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Char ge	No Bi d	No Bid Reason	Respo nse Exists	Questi ons Exist	Is Awar ded
*1	MOBILIZATION (10%)	MOBILIZATION (10%)	MOBILIZATION (10%)		1.0000	1.0000	LS	40,000.00000000	No	No		Yes	No	No
*2	MAINTENANCE OF TRAFFIC (8%)	MAINTENANCE OF TRAFFIC (8%)	MAINTENANCE OF TRAFFIC (8%)		1.0000	1.0000	LS	50,000.00000000	No	No		Yes	No	No
*3	SEDIMENT BARRIER	SEDIMENT BARRIER	SEDIMENT BARRIER		815.0000	815.0000	LF	2.000000000	No	No		Yes	No	No
*4	SEDIMENT BARRIER	SEDIMENT BARRIER	SEDIMENT BARRIER		9.0000	9.0000	EA	75.000000000	No	No		Yes	No	No
*5	LITTER REMOVAL	LITTER REMOVAL	LITTER REMOVAL		0.5680	0.5680	AC	100.000000000	No	No		Yes	No	No
*6	MOWING	MOWING	MOWING		0.3570	0.3570	AC	100.000000000	No	No		Yes	No	No
*7	CLEARING AND GRUBBING	CLEARING AND GRUBBING	CLEARING AND GRUBBING		0.0150	0.0150	AC	50,000.00000000	No	No		Yes	No	No
*8	REMOVAL OF EXISTING CONCRETE	REMOVAL OF EXISTING CONCRETE	REMOVAL OF EXISTING CONCRETE		115.0000	115.0000	SY	40.000000000	No	No		Yes	No	No
*9	MILLING EXISTING ASPHALT PAVEMEN	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	MILLING EXISTING ASPHALT PAVEMEN		1,812.0000	1,812.0000	SY	20.000000000	No	No		Yes	No	No

Line Responses For Event # 84-2 continued...

Line Responses														
Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Charge	No Bid	No Bid Reason	Response Exists	Questions Exist	Is Awarded
*1 0	ASPHALT CONCRETE FRICTION COURSE	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C C, FC-9.5, PG 76-22	ASPHALT CONCRETE FRICTION COURSE		100.0000	100.0000	TN	400.00000000	No	No		Yes	No	No
*1 1	MANHOLE, ADJUST	MANHOLE, ADJUST	MANHOLE, ADJUST		1.0000	1.0000	EA	1,500.00000000	No	No		Yes	No	No
*1 2	CONCRETE CURB & GUTTER, TYPE F	CONCRETE CURB & GUTTER, TYPE F	CONCRETE CURB & GUTTER, TYPE F		128.0000	128.0000	LF	80.00000000	No	No		Yes	No	No
*1 3	CONCRETE CURB, TYPE D	CONCRETE CURB, TYPE D	CONCRETE CURB, TYPE D		156.0000	156.0000	LF	50.00000000	No	No		Yes	No	No
*1 4	CONCRETE SIDEWALK AND DRIVEWAYS,	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	CONCRETE SIDEWALK AND DRIVEWAYS,		21.0000	21.0000	SY	85.00000000	No	No		Yes	No	No
*1 5	CONCRETE SIDEWALK AND DRIVEWAYS,	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	CONCRETE SIDEWALK AND DRIVEWAYS,		57.0000	57.0000	SY	120.00000000	No	No		Yes	No	No
*1 6	DETECTABLE WARNINGS	DETECTABLE WARNINGS	DETECTABLE WARNINGS		96.0000	96.0000	SY	35.00000000	No	No		Yes	No	No
*1 7	PERFORMANCE TURF/ SOD	PERFORMANCE TURF/ SOD	PERFORMANCE TURF/ SOD		54.0000	54.0000	SY	15.00000000	No	No		Yes	No	No
*1 8	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE		272.0000	272.0000	LF	50.00000000	No	No		Yes	No	No
*1 9	PULL & SPLICE BOX, F&I, 13" X 24	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	PULL & SPLICE BOX, F&I, 13" X 24		8.0000	8.0000	EA	2,000.00000000	No	No		Yes	No	No

Line Responses For Event # 84-2 continued...

Line Responses														
Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Char ge	No Bi d	No Bid Reason	Respo nse Exists	Questi ons Exist	Is Awar ded
*2 0	LIGHT POLE COMPLETE, F&I, DECOR	LIGHT POLE COMPLETE, F&I, DECORATIVE SPECIAL, 20' MOUNTING	LIGHT POLE COMPLETE, F&I, DECOR		3.0000	3.0000	EA	14,000.00000000	No	No		Yes	No	No
*2 1	POLE CABLE DISTRIBUTION SYSTEM,	POLE CABLE DISTRIBUTION SYSTEM, FURNISH AND INSTALL, CONVENT	POLE CABLE DISTRIBUTION SYSTEM,		8.0000	8.0000	EA	1,000.00000000	No	No		Yes	No	No
*2 2	LIGHTING CONDUCTORS, F&I, INSULA	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	LIGHTING CONDUCTORS, F&I, INSULA		1,008.0000	1,008.0000	LF	3.000000000	No	No		Yes	No	No
*2 3	LUMINAIRE - SPECIAL DESIGN, F&I-	LUMINAIRE - SPECIAL DESIGN, F&I- REPLACE EXISTING LUMINAIRE	LUMINAIRE - SPECIAL DESIGN, F&I-		16.0000	16.0000	EA	2,500.00000000	No	No		Yes	No	No
*2 4	SINGLE POST SIGN, F&I GROUND MOU	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	SINGLE POST SIGN, F&I GROUND MOU		8.0000	8.0000	AS	800.00000000	No	No		Yes	No	No
*2 5	SINGLE POST SIGN, F&I GROUND MOU	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	SINGLE POST SIGN, F&I GROUND MOU		1.0000	1.0000	AS	1,500.00000000	No	No		Yes	No	No
*2 6	SIGN BEACON, F&I GROUND MOUNT- S	SIGN BEACON, F&I GROUND MOUNT- SOLAR POWERED, ONE BEACON	SIGN BEACON, F&I GROUND MOUNT- S		4.0000	4.0000	AS	12,000.00000000	No	No		Yes	No	No

Line Responses For Event # 84-2 continued...

Line Responses

Line #	Item	Description	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Char	No Bid	No Bid Reason	Response Exists	Questions Exist	Is Awarded
*2 7	RAISED PAVEMENT MARKER, TYPE B	RAISED PAVEMENT MARKER, TYPE B	RAISED PAVEMENT MARKER, TYPE B	16.0000	16.0000	EA	7.00000000	No	No		Yes	No	No
*2 8	PAINTED PAVEMENT MARKINGS, FINAL	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	PAINTED PAVEMENT MARKINGS, FINAL	1.0000	1.0000	LS	18,000.00000 000	No	No		Yes	No	No
*2 9	THERMOPLASTI C, STANDARD WHITE, S	THERMOPLASTI C, STANDARD WHITE, SOLID 12" FOR CROSSWALK	THERMOPLASTI C, STANDARD WHITE, S	218.000 0	218.0000	LF	3.00000000	No	No		Yes	No	No
*3 0	THERMOPLASTI C, STANDARD WHITE, S	THERMOPLASTI C, STANDARD WHITE, SOLID 24" FOR STOP LINE	THERMOPLASTI C, STANDARD WHITE, S	109.000 0	109.0000	LF	5.00000000	No	No		Yes	No	No
*3 1	THERMOPLASTI C, STANDARD, WHITE,	THERMOPLASTI C, STANDARD, WHITE, MESSAGE OR SYMBOL	THERMOPLASTI C, STANDARD, WHITE,	32.0000	32.0000	EA	300.0000000 0	No	No		Yes	No	No
*3 2	THERMOPLASTI C, STANDARD, WHITE,	THERMOPLASTI C, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6- 10 G	THERMOPLASTI C, STANDARD, WHITE,	0.0010	0.0010	MI	3,000.000000 00	No	No		Yes	No	No
*3 3	THERMOPLASTI C, STANDARD, YELLOW,	THERMOPLASTI C, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10	THERMOPLASTI C, STANDARD, YELLOW,	0.0160	0.0160	MI	3,000.000000 00	No	No		Yes	No	No

Line Responses For Event # 84-2 continued...

Line Responses														
Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Char ge	No Bi d	No Bid Reason	Respo nse Exists	Questi ons Exist	Is Awar ded
*3 4	THERMOPLASTI C, PREFORMED, WHITE	THERMOPLASTI C, PREFORMED, WHITE SOLID, 24" FOR CROSSWALK	THERMOPLASTI C, PREFORMED, WHITE		160.0000	160.0000	LF	25.00000000	No	No		Yes	No	No
*3 5	THERMOPLASTI C, STANDARD-OTHER SU	THERMOPLASTI C, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	THERMOPLASTI C, STANDARD-OTHER SU		0.1790	0.1790	MI	5,500.00000000	No	No		Yes	No	No
*3 6	THERMOPLASTI C, STANDARD-OTHER SU	THERMOPLASTI C, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	THERMOPLASTI C, STANDARD-OTHER SU		0.0820	0.0820	MI	5,500.00000000	No	No		Yes	No	No
*3 7	MIDBLOCK CROSSWALK: RECTANGULAR	MIDBLOCK CROSSWALK: RECTANGULAR RAPID FLASHING BEACON, FURNI	MIDBLOCK CROSSWALK: RECTANGULAR		8.0000	8.0000	AS	15,000.00000000	No	No		Yes	No	No

City of Fort Lauderdale

CONSTRUCTION BID CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) Horsepower Electric Inc.

Address: 1 North University Drive Plantation FL 33324

City: Hialeah

State: FL

Zip:

Telephone No.: 305-819-4060

FAX No.: 305-819-4222

Email:

Check box if your firm qualifies for MBE / SBE / WBE: ☐

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

Michael Martinez
Name

President
Title

Lis Mondelo
Name

Secretary
Title

Rodolfo Nunez
Name

RA
Title

Name

Title

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the proposal.

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	06/13/2023				
2	06/20/2023				

VARIANCES: If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. You must also click the "Take Exception" button.

N/A

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Michael Martinez
Name (printed)

06/13/2023
Date

Signature

President
Title

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: Horsepower Electric Inc

President Michael Martinez

Business Address:

8105 W 20 Ave Hialeah FL 33014

Telephone: 305-819-4060

Fax:

305-819-4222

E-Mail Address:

mike@horsepowerelectric.com

What was the last project of this nature which you completed? Include the year, description, and contract value.

See Attached

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

<small>Eddie Martin Broward County 1 N University Dr Plantation 954-377-4643 emartin@broward.org - Ro</small>

How many years has your organization been in business? 38

Have you ever failed to complete work awarded to you; if so, where and why?

No

The name of the qualifying agent for the firm and his position is: _____

Certificate of Competency Number of Qualifying Agent: EC0001153

Effective Date: _____ Expiration Date: 08/31/2024

Licensed in: FL

Engineering Contractor's License # N/A
(County/State)

Expiration Date: N/A

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.

NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.

QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance?

Yes

//

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.

a) No

b)

c)

d)

e)

f)

g)

3. What equipment do you own that is available for the work?

See Attached

//

4. What equipment will you purchase for the proposed work?

N/A

//

5. What equipment will you rent for the proposed work?

N/A

//

REFERENCES

A minimum of three (3) references shall be provided:

1. **Company Name:** Broward County

1 North University Drive Plantation FL 33324

Address: //

Contact: Eddie Martin

Phone #: 954-577-4643

Email: 305-819-4222

Contract Value: 19,722,806

Year: 2022 - Current

Roadway Traffic & Misc. Construction

Description: //

2. **Company Name:** City of Miami

444 SW 2nd Ave Miami FL

Address: //

Contact: Genady Beylin

Phone #: 305-416-1233

Email: gbeylin@miamigov.com

Contract Value: 7,500,000

Year: 2014 - Current

**Design-Build-Operate-Maintain Contract for Street Lighting Design,
Installation, Repairs & Maint.**

Description: //

3. **Company Name:** FDOT District 6

1000 NW 111 Ave Miami FL

Address: //

Contact: Galina Belash

Phone #: 305-986-9939

Email: galina.belash@dot.state.fl.us

Contract Value: 1,000,000

Year: 2018 - 2023

Pedestrian & Bicycle Safety Push Button Contract

Description: //

4. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

5. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Michael Martinez

Name (Printed)

President

Title

06/13/2023

Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.


Authorized Signature

Michael Martinez, President

Print Name and Title

06/13/2023

Date



LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of bid submittal.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2 AD ARTVFI DIV2PR S2-186LOBUPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2_AD_ARTVFI_DIV2PR_S2-186LOBUPR)

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.



LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1) is a **Class A Business** as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

- (2) is a **Class B Business** as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

- (3) is a **Class C Business** as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

Business Name

- (4) requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

- (5) requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Horsepower Electric Inc

Business Name

- (6) is considered a **Class D Business** as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

Horsepower Electric Inc

Business Name

BIDDER'S COMPANY: Horsepower Electric Inc

AUTHORIZED COMPANY PERSON: Michael Martinez

PRINT NAME

SIGNATURE

06/13/2023

DATE



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed at the time of bid submittal.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, or State of Florida active registration and/or

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.



DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

- (1) is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (2) is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (3) is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (4) is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (5) is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

Horsepower Electric Inc

Business Name

BIDDER'S COMPANY: Horsepower Electric Inc

AUTHORIZED COMPANY PERSON: Michael Martinez

PRINT NAME

SIGNATURE

06/13/2023

DATE



CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Horsepower Electric Inc.

Company Name

Michael Martinez

Name (Printed)

President

Title

Signature

06/13/2023

Date

TRENCH SAFETY

Bidder acknowledges that included in the appropriate bid items of his bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, Florida Statutes 553.60 – 553.64. The bidder further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. N/A				
B.				
C.				
D.				
Total:				

The bidder certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R. s. 1926.650 Subpart P., and the Florida Trench Safety Act, Florida Statutes 553.60-553.64.

Failure to complete the above may result in the bid being declared non-responsive.

DATE: 06/13/2023

(SIGNATURE)

STATE OF: FL

COUNTY OF: Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Michael Martinez

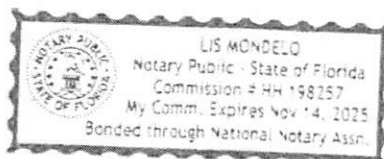
(Name of Individual Signing)

who, after first being duly sworn by me,

affixed his/her signature in the space provided above on this

13 day of June

, 20 23



My Commission Expires:

(Signature)

NOTARY PUBLIC



E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: 12699

Project Description:

Las Olas Mid-Block Crossings

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Horsepower Electric Inc

Authorized Company Person's Signature: [Signature]

Authorized Company Person's Title: Michael Martinez, President

Date: 06/13/2023



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

Event ITB No. 84
TITLE: LAS OLAS MID-BLOCK CROSSINGS

ISSUED: June 13, 2023

This addendum is being issued to make the following change(s):

1. The Bid Due Date is changed to **June 20, 2023 at 2:00PM (Local Time)**

All other terms, conditions, and specifications remain unchanged.

Erick Martinez
Senior Procurement Specialist

Company Name: Horsepower Electric Inc.
(please print)

Bidder's Signature: [Signature]

Date: 6/13/23



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 2

Event ITB No. 84
TITLE: LAS OLAS MID-BLOCK CROSSINGS

ISSUED: June 20, 2023

This addendum is being issued to make the following change(s):

- 1 The Bid Due Date is changed to **June 27, 2023 at 2:00PM** (Local Time)

All other terms, conditions, and specifications remain unchanged.

Erick Martinez
Senior Procurement Specialist

Company Name: Horsepower Electric Inc.
(please print)

Bidder's Signature: [Signature]

Date: 6/20/23



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



ORTIZ, HECTOR P

HORSEPOWER ELECTRIC INC
8105 WEST 20TH AVE
HIALEAH, FL 33014

LICENSE NUMBER: EC0001153

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Equipment List

TYPE	YEAR	MAKE	MODEL	VIN
TRUCK	2001	INTL	4700	1HTSCAAN61H329971
DUMP TRUCK	1990	FORD	DUMP TRUCK	1FDXK74A0LVA46497
DUMP TRUCK	1997	FRHT	DUMP TRUCK	1FV6HFAA5VH722378
FLATBED TRUCK	2005	ISUZU	FLATBED	JALC4J16157002847
PICKUP	2005	GMC	C5500	1GDE5C1265F534385
TRUCK	1990	FORD	F-700	1FDXK74A3LVA47238
BUCKET TRUCK	2007	INTL	4300	1HTMMAAL37H320545
BUCKET TRUCK	2000	INTL	4700	1HTSCAAN6YH694015
BUCKET TRUCK	2005	INTL	4300	1HTMMAAN65H692850
TRUCK	1998	FORD	F800	1FDPF80C3WVA12169
CRANE	2008	STER	CRANE	2FZHATBS58AZ91151
BUCKET TRUCK	2018	Chevy	Silverado	1GB4CYCY3JF130012
BUCKET TRUCK	2018	Chevy	Silverado	1GB4CYCYJF127365
BUCKET TRUCK	2018	Chevy	Silverado	1GB4CYCY4JF129015
BUCKET TRUCK	2018	Chevy	Silverado	1GB4CYCY9JF126059
DUMP TRUCK	2014	INTL	DURASTAR DUMP TRK	1HSMTAANOEH797987
TRUCK	1998	INTL	4300	1HTMMAAN28H561676
PICKUP	2012	DODGE	4500	3C7WDKEL4CG242841
PICKUP	2008	FORD	F-250 XL	1FDNF20508ED81211
PICKUP	2012	Chevy	C1500	1GCNCPEX3CZ301776
TRUCK	2015	INTL	Flatbed Truck4300 URD	3HAMMAAN6FL576043
DUMP TRUCK	2013	INTL	7400 Work Star	1HTWGAST5DJ243976
TRUCK	2011	Altec	TA37M, 42 ft	1FVACDXTXBD4Z9793
PICKUP	2012	Freightliner	Bucket Truck	1FVACXBS6CHBB9893
BUCKET TRUCK	2019	DODGE	RAM 5500	3C7WRMAL0KG566922
BUCKET TRUCK	2019	DODGE	RAM 5500	3C7WRMAL4KG566924
BUCKET TRUCK	2019	DODGE	RAM 5500	3C7WRMAL8KG566926
DUMP TRUCK	2005	INTL	4300 DUMP TRUCK	1HTMMAAN76H187708
VAN	2021	RAM	PROMASTE	3C6LRVCG9ME518105
PICKUP	2012	FORD	E-350	1FDSE3FL9CDA70988
PICKUP	2021	RAM	1500	1C6RRBETXMN747400
PICKUP	2021	Chevy	Silverado	3GCPWCET7MG177938
PICKUP	2009	FORD	F-150	1FTRX12W79FA10805
PICKUP	2010	FORD	F-150	1FTEX1CWXAFA98766
PICKUP	2011	CHEVY	SILVERADO	1GC2CVC89BZ223134
PICKUP	2012	CHEVY	SILVERADO	1GCRCPEA6CZ100953
PICKUP	2011	CHEVY	SILVERADO	1GC2CVC86BZ265695
PICKUP	2014	DODGE	RAM 3500	3C63RPGL1EG300927
PICKUP	2010	CHEVY	SILVERADO	3GCRCSE07AG140675
PICKUP	2008	FORD	F-450	1FDXF46R08ED70207
PICKUP	2019	GMC	YUKON	1GKS1CKJ9KR343647
PICKUP	2019	GMC	CANYON	1GTG5BEN7K1272140
PICKUP	2010	FORD	F-150	1FTMF1CW0AKE36195

PICKUP	2021	CHEVY	Tahoe	1GN5CMKD0MR385060
PICKUP	2022	CHEVY	SILVERADO 1500LTD	1GCPWCET1NZ179282
PICKUP	2006	CHEVY	SSR	1GCES14H46B121701
PICKUP	2006	CHEVY	C4500	1GBE4E1286F405248
PICKUP	2021	Chevy	Silverado	1GCPWCET4MZ167576
ARROWBOARD	2012	PROF		AW7926
ARROWBOARD	2012	PROF		AW7923
ARROWBOARD	2012	PROF		AW7922
BACKHOE		JOHN DEERE	BACKHOE	T030GX954712
COMPRESSOR	2002	ATLAS COPCO	XAS96JD	4500A06152H002821
COMPRESSOR	2000	ATLAS COPCO	XAS96JD	4500A0617YH611577
COMPRESSOR	2001	ATLAS COPCO	XAS96JD	4500A061X1H613460
COMPRESSOR	2006	ATLAS COPCO	XAS96JD	4500A10106R018956
COMPRESSOR	2006	ATLAS COPCO	XAS96JD	4500A10136R018935
COMPRESSOR	2006	ATLAS COPCO	XAS96JD	4500A10106R018956
COMPRESSOR	2006	AIRMAN	PDS185S	B4-8C21567
LOCATOR	2018	VERMEER	D24-40	5B7261864Y1000877
ACC	2018	LOCATOR	DCI F2	F2SYSFSD
LOCATOR	2022	FALCON PLUS	DIGITRACK	30186472
ACC	2022	DISPLAY	DIGITRACK	30181121
ACC	2022	SONDE	DIGITRACK	30184679
EXCAVATOR		MINI	ASDF	
EXCAVATOR		IHI	15NX2	S# 223511365
EXCAVATOR	2013	JOHN DEERE	27D	1FF027DXCCG257433
EXCAVATOR	2013	JOHN DEERE	JD-27	FF027DX255046
EXCAVATOR	2015	JOHN DEERE	27D MINI EXCAVATOR	1FF027DXLEG259827
EXCAVATOR	2015	JOHN DEERE	27D MINI EXCAVATOR	1FF027DXTDG258259
EXCAVATOR	2015	JOHN DEERE	JD26G	1FF026GXTEK260016
EXCAVATOR		CATERPILLAR	303E	CAT0303EHHM02072
FORKLIFT	2005	HYUNDAI	HDF35-111	
FORKLIFT	2005	CATERPILLAR	GC18	3ME-00160
GENERATOR		CUMMINS SAE-DIESEL	110KW	
GENERATOR		JOHN DEERE		
TL	1997	AMIDA	SN970439943	
TL	1997	AMIDA	SN970439941	
ACC		BOBCAT	HYDRAULIC BREAKER	
SKID STEER	2008	BOBCAT MINI	S175	A3L52N2N9
SKID STEER	2014	JOHN DEERE	318E SKID STEER	1T0318ELKDJ252941
SKID STEER	2018	JOHN DEERE	324E SKID STEER	1T0324EBVJJ324122
SKID STEER	2018	JOHN DEERE	324E SKID STEER	1T0324EBJJ324716
TRAILER	1996	ANDERSON	12 TON	18432743048240996
TRAILER	2001	ANDERSON	10 TON	4YNBN24271C002127

TRAILER	1995	ALLE		1A913110XSS089192
TRAILER	2006	ANDERSON	7 TON	4YNBN18236C043091
TRAILER	1994	HMDE		82625189
TRAILER	1985	STBI		SB9151318FTSB9039
TRAILER	2001	SOUTHEAST	CAR TRAILER	4Y3UC16221S009717
TRAILER	2001	SOON	HORSE TRAILER	48HSA282011000238
TRAILER	2007	KARA	JETSKI TRAILER	5KTWS14117F003956
TRAILER	2006	COTC	UTILITY TRAILER	4YMUL08X6G058605
TRAILER	2005	GLAD	6' X 10'	5MNBE10155F003937
TRAILER	1994	HMDE	OLD PONTOON	826251
TRAILER	2011	HMDE		HPZ34
TRAILER	2011	HMDE		NOVIN0200911555
TRAILER	2008	HMDE	SINGLE WHEEL	NOVIN0200753222
TRAILER	2001	HMDE	TL	NOVIN0200986752
TRAILER	1994	HMDE	SMALL	NOVIN00082625172
TRAILER	1994	HMDE	TRAILER	NOVIN00082625169
TRAILER	2005	FEATHERLITE	D4100	4FGA17295H083467
TRAILER	2016	TCTC	TRAILER	1XNC20143G1063792
TRAILER	2016	FELG	TRAILER	5FTEE2824G1003096
TRAILER	2007	HOOP	TRAILER	4T0FB182171000903
TRAILER	2021	TRAILER	5X8SPW1012438	4YMBU0813MG043333
TRENCHER	2018	DITCH WITCH	DW6510	S# 6E0030
ACC	2018	VERMEER	T8550	A00X08085
ACC	2018	DITCH WITCH	JT20	CMWJT20XCG0000795
CONDUIT	2020	HONDA	CONDUX	204417110
ACC	2020	CONDUX	PULLER	CH142552020

Project No.	Project Name	Project Description	Project Address - Location	Client Name	Reference Client Contact Name	Address	Phone	E-mail	Contract Amount	Project Start Date	Project Completion Date
Project No. 20130019-R	Street Light Maintenance	Street Light Maintenance	Countywide	Miami Dade County	Mr. Julio Navarro	Public Works 111 NW 1 ST Miami FL 33128	305-592-8925	jnavarro@miamidade.gov	\$ 3,105,449	2013	2017
T-03-14	Street Lighting Replacement & Underground Electrical Repair	Street Lighting Replacement & Underground Electrical Repair	Various Locations	City of Pompano Beach	Mr. Joe Centello	1190 NE 3rd Ave Bldg 8 Pompano Beach FL 33060	954-786-4108	joe.centello@pookfl.com	\$ 86,933	2014	2018
Contract No. E6190	ITS-DMS Replacement	ITS-DMS Replacement	Various Locations Along I-95	FDOT	Ms. Ronda Rupert	FDOT District IV 1000 NW 111 Ave Miami FL 33172	305-640-7258	mrupert@APCTE.com	\$ 3,017,017.17	2015	2017
Contract No. T1200109P1	Design-Build Services for Mast Arm Conversion - Group 2	Mast Arm Conversion of 15 Intersections	Various Locations @ Broward County	Broward County Highway Construction and Engineering Division	Mr. Michael Cleary	1 N University Dr. Suite 300 Plantation FL 33324	954-357-5838	mcleary@broward.org	\$ 8,145,334	2015	2019
Contract No. E6145	Pedestrian & Bicycle Safety PB	Pedestrian & Bicycle Safety	Dade County	FDOT	Mr. Cameron Frazier	FDOT 1000 NW 111 Ave	786-385-6748	cameron.frazier@dof.state.fl.us	\$ 821,600	2016	2019
PO PW100443	Illuminated Street Sign Replacement	Illuminated Street Sign Replacement	City of Weston	City of Weston	Mr. Karl Thompson	2599 South Post Road - Weston, FL 33327	954-385-2600	kthompson@westonfl.org	\$ 159,800	2015	2017
FDOT E6K50	Push Button Traffic Operations Improvements	Push Button Traffic Operations Improvements	Monroe County	FDOT	Ms. Jacki Hart	FDOT 3100 Overseas Hwy Marathon FL 33908	954-775-6949	jacki.hart@ndot.com	\$ 900,000	2016	2018
FDOT E4R81	ATMS Push Button	Installing, integrating, maintaining, repairing, and removing at end of contract TSM&O devices	Downtown Fort Lauderdale along US1 from Davie Blvd to SE 30 St & SE 17 St from US1 to the Intracoastal Waterway	FDOT	Mr. Andrew Porcio	3400 West Commercial Bvd Fort Lauderdale FL 33309	954-776-4300	andrew.porcio@dof.state.fl.us	\$ 318,240	2016	2019
FDOT E4R82	ITS Push Button	Provide an Emergency Maintenance Push-Button Contract to repair/maintain fiber optic infrastructure including conduit and to repair/maintain Transportation System Management and Operations devices	Broward County	FDOT	Ms. Beth Coe	3400 West Commercial Bvd Fort Lauderdale FL 33309	954-777-4373	beth.coe@dof.state.fl.us	\$ 50,000	2016	2019
FDOT E6197	Miami Dade Asset Maintenance	Asset Maintenance Highway Lighting & Signing	Miami Dade County	FDOT	N/A	N/A	N/A	N/A	\$ 2,175,213	2017	Current
2017-06	Emergency Traffic Signal Installation	Emergency Traffic Signalization Improvement	Holmberg Rd @ Fire Station 42 Driveway / NW 71 Ter	City of Parkland	Sowande Johnson	6600 University Drive Parkland FL 33067	954-757-4144	sjohnson@cityofparkland.org	\$ 260,293	2017	2019
2017-05	Emergency Traffic Signal Installation	Emergency Traffic Signalization Improvement	University Dr @ City Hall / Public Safety Driveway	City of Parkland	Sowande Johnson	6600 University Drive Parkland FL 33067	954-757-4144	sjohnson@cityofparkland.org	\$ 274,978	2017	2019
FDOT E1Q21	ITS-DMS Replacement	Design Build ITS Dynamic Message Sign Replacement	Collier County	FDOT	Mr. Tony Chin	601 N. Crossway Ave Bartow, FL 33830	239-900-2492	tony@falm.com	\$ 5,353,535.30	2017	2018
FDOT E4R83	ATMS Push Button	Design Build ATMS	SR820 Pines Blvd	FDOT	Mr. Angel Cano	14200 West SR 84 Davie FL 33325	786-877-9021	acano@fnd.com	\$ 2,949,000.00	2017	2019
FDOT E6K27	Pedestrian Safety Improvements	Pedestrian Safety Improvements along SW 8th St from SW 27th Ave to SW 3rd Ave	SW 8th St from SW 27 Ave to SW 3rd Ave	FDOT	Mr. George Hoffman, P.E.	1000 NW 111 Ave Miami FL 33172	305-962-4928	george.hoffman@dof.state.fl.us	\$ 2,877,777.00	2017	2018
Contract No. 17-7155	Traffic Signal @ Radio Rd @ Madison Park Blvd	Traffic Signal Installation @ Radio Rd & Madison Park Blvd	Radio Rd @ Madison Park Blvd	Collier County	John Miller	2885 South Horseshoe Drive Naples FL 34104	239-252-8192	johnmiller@colliersun.net	\$ 497,497.00	2018	2018
Project No. 436625-1-SB-01	Country Club Dr Pedestrian Safety Improvements	Installation of Rectangular Rapid Flashing Beacons	County Club Dr, Aventura	City of Aventura	Mr. Antonio Tormel	19200 West Country Club Dr Aventura FL 33180	305-466-8923	atormel@cityofaventura.com	\$ 239,900.00	2017	2017
PW100503	Bonaventure Royal Palm Signal Modification	Traffic Signal Installation @ Bonaventure Blvd	Royal Palm Blvd & Bonaventure Blvd	City of Weston	Mr. Karl Thompson	2599 South Post Road - Weston, FL 33327	954-385-2600	kthompson@westonfl.org	\$ 83,210.00	2017	2017
FDOT T4441	ITS I-95	Phase 2 Stage 2 ITS retrofit components including overhead sign structures and signs along I-95	SR 9 (I-95)	FDOT	Mr. Christopher Weber	6101 Orange Drive Davie FL 33334	954-789-1089	cweber@fnd.com	\$ 899,604.85	2017	2017
PW100521	Internally Illuminated Street Name Signs	Installation of ISNS	Citywide	City of Weston	Mr. Karl Thompson	2599 South Post Road - Weston, FL 33327	954-385-2600	kthompson@westonfl.org	\$ 161,800.00	2017	2017
PW100534	Internally Illuminated Street Name Signs Phase II	Installation of ISNS	Citywide	City of Weston	Mr. Karl Thompson	2599 South Post Road - Weston, FL 33327	954-385-2600	kthompson@westonfl.org	\$ 89,900.00	2017	2017
EBQ55	Service Plaza Lighting	Replacement of parking lot lighting system at the Turkey Lake Service Plaza and Canoe Service Plaza	Turnpike Service Plaza	FDOT Turnpike	Mr. James VanSteenburg, P.E.	5426 Bay Center Dr Tampa FL 33609	813-450-3974	james.vansteenburgh@fdot.com	\$ 649,649.00	2017	2018
ITB 2017-143-ZD	Lower North Bay Rd Lighting	Installation of concrete pole bases, poles, fixtures, pull boxes, wires and electrical service panel	Lower North Bay Rd	City of Miami Beach	Carla S Dixon	1700 Convention Center Drive Miami Beach FL 33139	305-673-7071	carladixon@miamibeachfl.gov	\$ 924,930.00	2018	2018
Contract No. T1305304B1	Roadway Traffic & Miscellaneous Construction	Roadway Traffic & Miscellaneous Construction	Various Locations @ Broward County	Broward County Highway Construction and Engineering Division	Mr. Eddie Martin	1 N University Dr. Suite 300B Plantation FL 33324	954-577-4643	emartin@broward.org	\$ 7,095,737	2015	2022

Project No.	Project Name	Project Description	Project Address - Location	Client Name	Reference Client Contact Name	Address	Phone	E-mail	Contract Amount	Project Start Date	Project Completion Date
Contract No. 80AH107122010	Red Light Camera Traffic Safety Program	Installation of CCTV cameras, photo enforcement cameras, vehicular detectors, and wireless communication systems throughout south and central Florida area.	Charlotte, Collier, DeSoto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Okeechobee, Sarasota, Broward, Indian River, Martin, Palm Beach, St. Lucie, Miami-Dade, Monroe County	American Traffic Solutions, Inc.	Mr. Dany Newman	1150 N Alma School Rd Mesa, AZ 85201	480-596-4813	dany.newman@americantraffic.com	\$ 16,000,000	2008	Current
N/A	Street Light Maintenance	Street Lighting Maintenance	Omni Redevelopment Area; Southeast Overtown/Park West Area	City of Miami CRA	N/A	N/A	N/A	N/A	\$ 40,000	2011	Current
Contract No. 2013-07	Electrical Repairs and Maintenance	Street & Sportsfield Lighting Repairs	Citywide	City of Weston Public Works and Utilities Dept.	Mr. Reddy Chitepu	2599 South Post Road - Weston, FL 33327	954-385-2600	reddy@westonfl.com	\$ 454,454	2013	Current
RFP No. 352306	Design-Build-Operate-Maintain Contract for Street Lighting Design, Installation, Repairs and Maintenance Citywide	Design-Build-Operate-Maintain Contract for Street Lighting Design, Installation, Repairs and Maintenance Citywide	Citywide	City of Miami	Mr. Gensdy Beylin	444 SW 2nd Ave Miami FL 33130	305-416-1233	gbeylin@miamitov.com	\$ 7,500,000	2014	Current
Contract No. PNC11569501	Roadway Traffic & Miscellaneous Construction	Roadway Traffic & Miscellaneous Construction	Various Locations @ Broward County	Broward County Highway Construction and Engineering Division	Mr. Eddie Martin	1 N University Dr. Suite 3000 Plantation FL 33324	954-577-4643	emartin@broward.com	\$ 8,179,480	2018	2022
FDOT E6K57	SR924 ASCT Pilot Project (I-95 Interchanges Adaptive Signal Control (ASCT) Phase II Pilot Project	ITS and Adaptive Signalization	SR924 / NW 119 St	FDOT	Mr. Franche Perdomo	1000 NW 111 Ave Miami FL 33172	786-447-4295	fperdomo@broward.com	\$ 3,582,848.00	2017	2020
2017-25	License Plate Reader	Installation of license plate recognition cameras and associated poles, pull boxes, conduits, electrical & fiber optic communication systems	City of Doral	City of Doral	Mr. Aurelio Del Valle	8401 NW 53 Ter Doral, FL 33166	305-593-6725	aureliodelvalle@cityofdoral.com	\$ 677,787.00	2017	Current
FDOT E6K69	Pedestrian & Bicycle Safety PB	Pedestrian & Bicycle Safety and minor operational improvements at various location in Miami Dade County	Countywide	Miami Dade County	Ms. Galina Belash	1000 NW 111 Ave Miami FL 33172	305-986-9939	galina.belash@dot.state.fl.us	\$ 1,000,000.00	2018	Current
FDOT E1R86	Design Build Lighting	Design-Build Lighting	SR90 / US41 from SR951 to Greenway Rd	FDOT District I	Mr. John Levensgood	2581 NE Pine Island Rd Cape Coral FL 33909	239-985-7853	john.levensgood@dot.state.fl.us	\$ 2,469,000.00	2018	2020
019-16	N. SR-7 NE Lighting & Landscaping Improvements	Installation of decorative lighting, landscaping and irrigation	SR7 / US441	City of Plantation	Mr. Bryan Farrow	401 NW 70th Terrace Plantation FL 33317	954-585-2357	bfarrow@plantation.org	\$ 1,727,727.00	2018	Current
2017-09	Street Light Pole Upgrades	Installation of new street light poles	Citywide	City of Weston Public Works	Mr. Reddy Chitepu	2599 South Post Road - Weston, FL 33327	954-385-2600	reddy@westonfl.com	\$ 544,618.77	2018	Current
FDOT T6447	SRS Biscayne Blvd Lighting	SRS Biscayne Blvd Lighting	SRS / Biscayne Blvd	FDOT District VI	Mr. Jean Boursiquot	1000 NW 111 Ave Miami FL 33172	305-640-7464	jean.boursiquot@dot.state.fl.us	\$ 2,469,000.00	2019	2020
Project No. 19-140	Pine Island Rd Crosswalks Project	Installation of mast arm mount and pedestal mount rectangular rapid flashing assemblies	N Pine Island Rd & NW 67 Ct & NW 57 St	City of Tamarac	Mr. John Doherty	6011 Nob Hill Rd Tamarac FL 33321	954-597-9706	john.doherty@tamarac.org	\$ 311,850.66	2019	2020
PNC2116244C1	Roadway & Garage Wayfinding Signage at FLL Airport	Installation of static and electronic wayfinding signs throughout FLL airport	FLL Airport	Broward County Aviation Department	Ms. Staci Monterusco	320 Terminal Drive Fort Lauderdale FL 33315	954-359-6149	staci.monterusco@broward.org	\$ 14,664,747.00	2019	Current
PO 21900255	Street Lights Electrical Service Replacement	Electrical Service Upgrades	Citywide	City of Weston Public Works	Mr. Reddy Chitepu	2599 South Post Road - Weston, FL 33327	954-385-2600	reddy@westonfl.com	\$ 80,000.00	2019	Current
FDOT T6492	SRS Monroe Emergency OP	SRS Monroe Emergency OP	SRS/US 1/Overseas Hwy	FDOT District VI	Mr. Jackson Taylor	3100 Overseas Hwy Marathon FL 33050	561-436-2860	jackson.taylor@dot.state.fl.us	\$ 669,000.99	2019	Current
FDOT T6471	Intersection Improvement and signalized Intersection Lighting	Intersection Improvement and signalized Intersection Lighting	SR 968 & SR 9	FDOT District VI	Ms. Paola Martinez	1000 NW 111 Ave Miami FL 33172	305-640-7456	paola.martinez@dot.state.fl.us	\$ 1,419,000.99	2019	Current
PNC2117560C1	Wayfinding Information Signage	Wayfinding Information Signage	Port Everglades	Broward County Seaport Engineering & Const. Depart.	Mr. Pedro Saluran	1850 Eller Drive Fort Lauderdale FL 33316	954-903-3608	pedro.saluran@floridabel.com	\$ 3,631,302.65	2020	Current
FDOT ESM37	Traffic Signal Improvements	Traffic Signal Improvements	SR 922 @ NE 10 Ave	FDOT District VI	Carolina Zamora	1773 NE 205 ST North Miami Beach FL 33179	305-640-7185	carolina.zamora@dot.state.fl.us	\$ 589,589.00	2020	2021
FDOT T4521	Traffic Signal & Lighting	Traffic Signal & Lighting	SR 823 Flamingo Rd	FDOT District IV	Woodruff Blaise	5548 NW 9th Ave - Ft. Lauderdale, FL 33309	954-958-7841	woodruff.blaise@dot.state.fl.us	\$ 737,736.04	2020	2021
MDX ITD-21-01	Systemwide Lighting Maintenance	Systemwide Lighting Maintenance	Citywide	MDX	Mr. Ramon Borges	3959 Blue Lagoon Dr Miami FL 33126	305-265-5400	ramon@seacoastfl.com	\$ 585,000.00	2020	Current
FDOT E6M84	Pedestrian Safety Improvements	Pedestrian Safety Improvements	SR 994 @ NW 14 Ave SR 25 b/w NW 20 Ave & NW 19 Ave	FDOT District VI	Carolina Zamora	1773 NE 205 ST North Miami Beach FL 33179	305-640-7185	carolina.zamora@dot.state.fl.us	\$ 608,490.00	2020	Current

Project No.	Project Name	Project Description	Project Address - Location	Client Name	Reference Client Contact Name	Address	Phone	E-mail	Contract Amount	Project Start Date	Project Completion Date
PNC2121309C1	Intersection Improvement	Intersection Improvement	Broward Blvd & 15 Ave	Broward County	Mr. Tom Muzicka	1 N. University Drive Plantation FL 33324	954-577-4562	tmuzicka@broward.com	\$ 341,025.35	2020	Current
FDOT E8575	Network Field Device Installation	Network Field Device Installation	SR 91	FDOT Turnpike	Mr. Derek Quallo	Mile Post 65 Turnpike Operations Center Pompano Beach FL 33069	954-934-1611	dquallo@dot.state.fl.us	\$ 312,400.00	2020	Current
FDOT E8576	Network Field Device Installation	Network Field Device Installation	SR 91	FDOT Turnpike	Mr. Derek Quallo	Mile Post 65 Turnpike Operations Center Pompano Beach FL 33069	954-934-1611	dquallo@dot.state.fl.us	\$ 348,999.30	2020	Current
RPQ No. MIA-AA1412A	MIA Perimeter Intrusion Detection System	MIA Perimeter Intrusion Detection System	MIA Airport	Miami Dade County Aviation Dept.	Ms. Leslie Livesay	Miami Dade Aviation Department	305-869-5819	llivesay@dmia.com	\$ 4,987,766.00	2021	Current
FDOT T6497	Lighting Improvements	Lighting Improvements	NW 79 St, SR 25, SR 934	FDOT District VI	Mr. Leonardo Bermudez	1000 NW 111 Ave Miami FL 33172	305-968-4079	lbermudez@dot.state.fl.us	\$ 541,368.00	2020	2022
IKE Smart City	IKE Smart City	IKoska Installations	City Wide Miami Dade County	Ike Smart City LLC	Gunnar Samuelson	N/A	614-429-8874	gsamuelson@ikeusurcity.com	\$ 219,440.00	2021	Current
FDOT E6M98	Replacement of freeway and arterial Dynamic Message Signs (DMS) and associated equipment at multiple locations districtwide	Replacement of freeway and arterial Dynamic Message Signs (DMS) and associated equipment at multiple locations districtwide	Various Locations	FDOT District VI	Mr. Nelson Castillo	1000 NW 111 Ave Miami FL 33172	305-592-7283	ncastillo@dot.state.fl.us	\$ 6,969,696.96	2021	Current
FDOT T1797	Retrofitting Lighting Systems	Retrofitting lighting systems at twenty-one intersections along SR 45, including converting existing fixtures from HPS to LED and adding new light poles	SR 45 Lee County	FDOT District I	Mr. Justin Schofield	2981 NE Pine Island Rd Cape Coral FL 33909	239-985-7856	justinschofield@dot.state.fl.us	\$ 1,568,347.00	2021	Current
FDOT T1809	ITS Wrong Way Detection System	Installation of an active ITS Wrong Way Detection System along northbound and southbound off- ramps on I-75 at SR 80 and Luckett Rd in Lee County. Includes installation of detection cameras, sign, electrical and communications conduit with connections into existing electrical service and ITS systems along I-75	SR 93 (I-75) Lee County	FDOT District I	Mr. Ryan Williams	2981 NE Pine Island Rd Cape Coral FL 33909	239-985-7854	ryanwilliams@dot.state.fl.us	\$ 569,569.00	2021	Current
FDOT E8595	Wrong Way Driving Technology Implementation - South Florida	Design & construction of Wrong Way Vehicle Detection System, devices, and signs to monitor, detect, and deter the wrong way driver, as well as notify law enforcement and Traffic Management Center staff for appropriate response. A total of 41 WWVDS will be designed and constructed encompassing 48 exit ramps.	Broward, Miami-Dade & Palm Beach County	FDOT Turnpike	Mr. William Garcia	6401 SW 87 Ave Suite 200 Miami FL 33173	305-670-2350	wgarcia@dot.state.fl.us	\$ 5,495,495.00	2021	Current
Contract No. PNC212287501	Roadway Traffic & Miscellaneous Construction	Roadway Traffic & Miscellaneous Construction	Various Locations @ Broward County	Broward County	Mr. Eddie Martin	1 N University Dr. Suite 3008 Plantation FL 33324	954-577-4643	emartin@broward.com	\$ 19,722,806	2022	Current
Contract No. 2021-06	Citywide Wayfinding Signage Improvements Program	Citywide Wayfinding Signage Improvements Program	City of Weston	City of Weston	Mr. Roddy Chitepu	2599 South Post Road - Weston, FL 33327	954-385-2600	rchitepu@westonfl.com	\$ 215,297.00	2022	Current
FDOT E6017	ITS Equipment Replacement	LBDB for the replacement of freeway and arterial DMS and associated equipment, and the replacement and removal of permanent generators at multiple locations districtwide	Miami Dade and Monroe County	FDOT District VI	Mr. Nelson Castillo	1000 NW 111 Ave Miami FL 33172	305-592-7283	ncastillo@dot.state.fl.us	\$ 7,237,000.00	2022	Current



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

1L

Today's Date: 9/5/2023

DOCUMENT TITLE: CITY OF FORT LAUDERDALE CONSTRUCTION AGREEMENT - HORSEPOWER ELECTRIC INC.

COMM. MTG. DATE: 8/22/2023 CAM #: 23-0721 ITEM #: CP-7 CAM attached: ☒ YES ☐ NO

Routing Origin: Fin/Proc Router Name/Ext: M.Eathon Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CAO Router Name/Ext: K.Nembhard/x5001 # of originals routed: 1 Date to CAO: 9/5/2023

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 9/5/2023

Kimberly Cunningham Mosley
Attorney's Name

[Signature]
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 09/06/23

4) City Manager's Office: CMO LOG #: SEP 11 Document received from: CCO 9/10/23

Assigned to: GREG CHAVARRIA ☒
ANTHONY FAJARDO ☐

SUSAN GRANT ☐

GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE

☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: A. Fajardo (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☒ CCO Date: 9/7/23

5) Mayor/CRA Chairman: Please sign as indicated. Forward 1 originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards 1 originals to: M.Eathon

Attach 1 certified Reso # ☒ YES ☐ NO

Original Route form to K.Nembhard/x5001