

**AGREEMENT FOR CMAR
PRECONSTRUCTION PHASE SERVICES**

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between **City of Haines City**, a political subdivision of the State of Florida (hereinafter referred to as "City"), and **James B Pirtle Construction Company Inc., dba Pirtle Construction Company**, hereinafter referred to as "CMAR".

WITNESSETH

WHEREAS, the City intends to undertake the project described as design and construction of **Emergency Operations Center** (the "Project"), which requires CMAR services; and,

WHEREAS, the City issued Request for Qualifications (**RFQ**) **#23-06** on September 5, 2023; and,

WHEREAS, the City evaluated and ranked the proposals received in accordance with applicable Florida statutes, City ordinances and policies, and found the CMAR qualified to perform the necessary services; and,

WHEREAS, the CMAR has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with the terms of the Agreement; and,

WHEREAS, the services to be provided under this Agreement will be divided into two or more phases, the first of which, Phase I: Preconstruction Services, is authorized by this Agreement; and,

WHEREAS, subsequent phases, if authorized, shall encompass services as required to complete construction of the Project, as contemplated by the RFQ, and shall be authorized solely by written amendment to this Agreement.

NOW, THEREFORE, the City and the CMAR, in consideration of the mutual covenants contained herein, do agree as follows:

I. RECITALS

The above recitals are true and correct and are hereby incorporated into this Agreement.

II. DEFINITIONS

- A. Allowance: A particular line item or unit cost budget for items not finalized at the time of City's acceptance of the Guaranteed Maximum Price (GMP). An unused allowance or allowance underruns shall be reallocated to the Owner's Contingency (within the GMP) via a Field Order (FO).
- B. Construction Documents: Final working drawings and specifications required to demolish existing improvements, and construct Description of Project.
- C. Design Consultant: The Design Consultant for the Project is GatorSkitch.
- D. Final Completion: The point in the progress of the Work when all Work related to the Project has been completed by the CMAR and accepted by the City.

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- E. **Guaranteed Maximum Price (GMP):** The sum of the CMAR's Cost of Work and the CMAR's fee for the performance and completion of all the services for the Construction Phase of the Project including, but not limited to, the completion of the Work in accordance with the Construction Documents.
- F. **Field Order (FO):** A minor modification to the Agreement, not involving an increase in the GMP.
- G. **Preconstruction Phase Fee:** The sum to be paid for providing all Preconstruction Phase services, as set forth in this Agreement, and as contemplated in the RFQ.
- H. **Project Schedule:** The Project Schedule shall mean the timeline prepared by the CMAR and approved by the City for accomplishing the Project.
- I. **Project Team:** The term Project Team, shall include the City, the Design Consultant, and the CMAR.
- J. **Substantial Completion:** The point in the progress of the Work when the Project or designated portion thereof is sufficiently complete in accordance with the Construction Documents so that the City is able to fully occupy and fully utilize the Project for its intended use with all certificates of occupancy obtained.
- K. **Trade Contractor:** This term shall mean those contractors having a direct contract with the CMAR for the performance of the work.
- L. **Work:** This term shall mean any and all authorized and approved work, materials, supplies, tools, fixtures, labor, services, equipment, construction management and contract administration services for the design, Project development, and construction of the Project to be performed and provided by the CMAR (and its agents, employees, Trade Contractors, and subcontractors) pursuant to this Agreement.

III. CMAR'S SERVICES

- A. The CMAR agrees to diligently provide all preconstruction services for the Project and to perform the required services as described in Exhibit A, Scope of Services, attached hereto and incorporated herein.
- B. This Agreement shall commence immediately upon the execution by both the City and the CMAR and shall continue through the completion of the Preconstruction Services for the Project in accordance with Exhibit B, Preconstruction Schedule, attached hereto and incorporated herein. Notwithstanding the preceding sentence, CMAR shall perform no work under this Agreement until receipt of a Purchase Order issued by the City.

IV. COMPENSATION AND PAYMENT OF CMAR'S SERVICE

- A. The City shall pay the CMAR for the Preconstruction Services rendered hereunder and completed in accordance with the terms and conditions of this Agreement an amount not to exceed **\$151,202.88**, as the total agreement amount for performing the tasks as set forth in Exhibit A, Scope of Services and further described in Exhibit C, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all services as outlined in this Agreement.
- B. CMAR represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into the Agreement. The amounts set forth in this

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Agreement will be adjusted to exclude any significant sums by which the City determines the amount of any task was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments to the Agreement amount must be made within one year following the end of this Agreement.

- C. The City's performance and obligation to pay under this Agreement is contingent upon an appropriation by the City Commission. The City shall promptly notify the CMAR if the necessary appropriation is not made.

V. ADDITIONAL SERVICES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the CMAR and the City.
- B. If the City requires the CMAR to perform additional services related to this Agreement then the CMAR shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the CMAR, the CMAR shall not be entitled to additional compensation.

VI. METHOD OF PAYMENT

- A. The City shall pay the CMAR through payment issued by the Finance Department in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq., F.S., upon receipt of the CMAR's invoice and written approval of same by the City indicating that services have been rendered in conformity with this Agreement. The CMAR shall submit an invoice for payment to the City on a monthly basis for those specific services as described in Exhibit A, Scope of Services, (and the corresponding amount as described in Exhibit C, Fee Schedule) that were completed during that invoicing period.
- B. For those specific services that were partially completed, progress payments shall be paid monthly in proportion to the percentage of completed work on those specific service activities as approved in writing by the City.
- C. The CMAR's invoices shall be in a form satisfactory to the Finance Department, who shall initiate disbursements. The CMAR is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CMAR

- A. Pursuant to Section 725.06(2), Florida Statutes, the CMAR shall indemnify and hold harmless the City, its officers and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CMAR and persons employed or utilized by the CMAR in the performance of this Agreement.
- B. This section of the Agreement will survive the completion or termination of the Agreement.

VIII. CMAR'S INSURANCE

Before performing any work pursuant to this Agreement, CMAR shall procure and maintain, during the life of this Agreement unless otherwise specified, insurance as listed in Exhibit D, Insurance Requirements, attached hereto and incorporated herein.

IX. RESPONSIBILITIES OF THE CMAR

- A. The CMAR accepts the relationship of trust and confidence established between the CMAR and City by this Agreement and covenants that it is acting in a fiduciary capacity to protect the City's interests. The CMAR covenants to furnish its best skill and judgment and to cooperate with the City and the Design Consultant for the duration of the Project in accordance with the Agreement in an expedient and efficient manner.
- B. The CMAR shall be responsible for the professional quality, technical accuracy, and the coordination of all reports and other documents and data used or produced by, or at the behest of, the CMAR under this Agreement. The CMAR shall, without additional compensation, correct or revise any errors or deficiencies in its reports and other documents and data.
- C. If the CMAR is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- D. The CMAR warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the CMAR), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CMAR; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- E. CMAR agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a CMAR's performance, including complaints received from City employees or members of the public, may cause the City to terminate this Agreement in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the CMAR from consideration for award of future contracts.
- F. Pursuant to §287.133, F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- G. The CMAR shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- H. The CMAR shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the CMAR's offices for the purpose of inspection, audit,



and copying during normal business hours by the City. Such records shall be retained for a minimum of ten (10) fiscal years (from October to September) after completion of the Project.

- I. The CMAR shall notify the City's Finance Director at least three (3) days in advance of any meeting between the CMAR and any City Commissioner, regulatory agency or private citizen related to this Agreement.

X. DESIGN REVIEW SERVICES

- A. The CMAR acknowledges that the Project will be completed in accordance with the established schedule included in Exhibit B and shall make recommendations to the City and Design Consultant regarding the drawings and specifications to facilitate construction of the Work.
- B. The CMAR shall thoroughly familiarize itself with the Project. Where appropriate and as requested, CMAR shall make written recommendations with respect to the Project, foundations, selection of systems and materials and cost reducing alternatives, and shall provide assistance to the Design Consultant and the City in evaluating alternatives and their long-term cost effects, as the City deems appropriate. The CMAR shall call to the attention of the City and Design Consultant any known or perceived defects in the design, drawings and specifications or other documents that the CMAR notes, as soon as practicable after such defect is noted.

Any design errors or omissions noted by the CMAR during this review shall be reported promptly to the Design Consultant and the City, but it is recognized that the CMAR's review is made in the CMAR's capacity as a contractor and not as a licensed design professional. The recommendations and advice of the CMAR concerning design alternatives shall be subject to the review and approval of the City.

- C. The CMAR shall review the Construction Documents and make recommendations in writing to the City with respect to dividing the work in such manner as will permit the CMAR to take bids and award separate construction Trade Contracts. It shall make such divisions in a manner acceptable to the City, taking into consideration all factors such as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations, availability of qualified local and minority contractor participation, and any other factors pertinent to saving time and cost.
- D. The CMAR shall assess conditions in the construction market in an effort to identify factors that will or may affect costs and time for completing the Project. The CMAR shall conduct reviews as may be reasonably necessary to:
 - (1) determine and report on availability of labor, material, equipment, potential bidders and possible impact of any shortages or surpluses of labor or material; and
 - (2) in light of such determination, make recommendations with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction and other matters that will promote cost savings and completion within the Project Schedule.

XI. BASIS OF GUARANTEED MAXIMUM PRICE

- A. The CMAR shall submit to the City a proposed GMP as described herein, and in Exhibit

A, and according to the schedule set forth in Exhibit B.

- B. The CMAR acknowledges and agrees that the GMP proposal will include:
1. The entire scope of work and services solicited under the RFQ and all exhibits, attachments, schedules and addenda thereto, and this Agreement and all exhibits, attachments, and schedules hereto, including but not limited to the Construction Documents, and any other material documents which were used in preparation of the GMP. Notwithstanding the foregoing, if the Construction Documents fail to depict an item that is essential for operation, the CMAR is required to provide and install such essential item as part of the GMP. If the Construction Documents contain inconsistencies, discrepancies or omissions of which the CMAR had knowledge of or which are reasonably inferable from the Construction Documents as necessary to complete the Work in accordance with the Construction Documents, the CMAR shall not be entitled to an extension of the Project Schedule or an adjustment in the GMP for such items and the CMAR shall nonetheless be responsible to correct and complete such items;
 2. A list of all allowances and the statement of their basis;
 3. A list of any material clarifications and assumptions made by the CMAR in the preparation of the GMP necessary to supplement the information contained in the drawings and specifications. Such list shall not include restatements of any existing provisions of this Agreement;
 4. A statement of the estimated cost (organized by trade categories), allowances, contingency, and other items including a list of any fees or other costs that comprise the GMP;
 5. The date of substantial completion, upon which the proposed GMP is based; and
 6. A schedule of the Construction Documents' issuance dates, upon which the proposed GMP is based.
- C. The CMAR acknowledges that the GMP includes an amount designated as the City's (Owner's) Contingency. The City's Contingency shall be available to the CMAR only if the City approves an FO to this Agreement. In such event, the FO shall specify the portion of the City's Contingency being made available and the purpose.
- D. The GMP shall be inclusive of the arrangement and supply of all job-site facilities, to include workstations equipped with telephones, desks, fax machines, and PC equipment that are reasonably necessary to enable the members of the Project Team to perform their respective duties in the management, inspection and supervision of construction of the Project. The CMAR shall provide a dedicated office on site for use by the Project Team.
- A. The CMAR acknowledges that the Construction Documents may be modified by the Design Consultant, from time to time, and if presented with modified Construction Documents from the City, the CMAR is required to complete the Project as modified, with adjusted compensation, if deemed appropriate.
- B. The GMP proposal is subject to acceptance by the City, at the City's sole discretion. If the City wishes to accept the GMP proposal, the City shall prepare an amendment to this Agreement, incorporating the GMP as well as any other provisions the City deems necessary for the performance of the Construction Phase of the Project. In the event the City does not wish to accept the GMP proposal, the City shall so inform the CMAR in writing. Thereupon this Agreement shall terminate and neither party shall have any obligation to the other regarding the Construction Phase of the Project.

XII. OWNERSHIP AND USE OF WORK PRODUCTS

- A. It is understood and agreed that the work products, including reports and other documents and data developed by the CMAR in connection with its services shall be delivered to, and shall become the property of the City as they are received by the City. The CMAR hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City for the CMAR to use any of the work products of this Agreement on any non-City project.
- B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.
- C. The City records all land related changes and/or activities in its corporate ESRI based Geographic Information System (GIS). Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of the Project will be provided to the City as a Project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of the Project must adhere to City GIS Standards, and CAD drawings submitted must adhere to City CAD standards.
- D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run Microsoft Windows and Windows-compatible software. Additional details regarding City technology and systems may be obtained by contacting the Technology Management Department.

XIII. PERFORMANCE OF CMAR'S PERSONNEL

- A. The performance and completion of the required services is vitally important to the interest of the City. The CMAR shall assign a project manager, together with such other personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. The key personnel assigned by the CMAR to perform the services of this Agreement shall be the same as those identified in the response to the RFQ. The CMAR shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the CMAR's key personnel must receive the City's written approval before said changes or substitution can become effective.
- A. The services to be rendered by the CMAR shall commence upon the CMAR's receipt of written Notice to Proceed from the City. The time limits set forth in Exhibit B, Preconstruction Schedule, shall commence to run on the date of the Purchase Order but are subject to adjustment depending upon the design schedule in the Design Consultant's Agreement. The CMAR shall deliver to the City a detailed preconstruction schedule with specific calendar dates in conformity with Exhibit B, Preconstruction Schedule. This preconstruction schedule shall also include the specific calendar dates for the delivery or completion of all documents, reports or other data as required by this Agreement.
- B. Time is of the essence in the performance of this Agreement. The CMAR specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth in this Agreement, subject only to delays caused by Force Majeure, or as otherwise defined herein. Force Majeure shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.
- C. The CMAR agrees to provide to the City monthly written progress reports concerning the

status of the Project. Written progress reports will accompany each monthly invoice. The City may determine the format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the CMAR.

- D. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the CMAR which delay the Project Schedule completion date, the City shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

In the event the Preconstruction Schedule completion date is delayed beyond the date stated in Exhibit B, the CMAR shall continue its efforts hereunder in full force and effect until otherwise directed by the City, or until 12 additional months have elapsed, whichever is less.

Should the Project be suspended or delayed by the City for a period exceeding six months, the City and the CMAR may negotiate fair and equitable compensation for the CMAR's continued service hereunder, and amend this Agreement accordingly.

XIV. OBLIGATIONS OF CITY

- A. The City is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific project manager ("Project Manager") will be authorized to perform the responsibilities of the City. The City shall designate any specific Project Manager in the Notice to Proceed. The responsibility of the City shall include:
1. Examining all reports, sketches, drawings, estimates, proposals, and other documents presented by the CMAR, and render in writing, decisions pertaining thereto within a reasonable time.
 2. Transmitting instructions, receipt of information, interpretation and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
 3. Reviewing for approval or rejection all of the CMAR's documents and payment requests.
 4. Determining when and if it may be in the best interest of the City to shift funding among tasks identified in the Scope of Services, providing the not-to-exceed amount of the Agreement is not exceeded. Any such determination shall be memorialized in an FO.
- B. The City shall, upon request, furnish the CMAR with all existing data, plans, studies and other information in the City's possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the City and shall be returned to the City upon completion of the services to be performed by the CMAR.
- C. The City shall conduct periodic reviews of the work of the CMAR necessary for the completion of the CMAR's services during the period of this Agreement and may make other City personnel available, where required and necessary to assist the CMAR. The availability and necessity of said personnel to assist the CMAR shall be determined solely within the discretion of the City.
- D. The City shall not provide any services to the CMAR in connection with any claim

brought on behalf of or against the CMAR.

XV. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar days written notice to the CMAR to terminate the services of the CMAR and, in that event, the CMAR shall cease work and shall deliver to the City all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the CMAR in connection with its services. The City shall, upon receipt of the aforesaid documents, pay to the CMAR and the CMAR shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Scope of Services and Fee Schedule applicable to the then current phase of the Project, plus (2) the fee for the percentage of the work completed in any commenced but uncompleted task shown in the Scope of Services and Fee Schedule, applicable to the then current phase of the Project, less (3) all previous payments made for the same tasks.
- B. In the event that the CMAR has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days written notice to the CMAR indicating its intention to do so. Payment for work performed prior to the CMAR's abandonment shall be as stated above. CMAR shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- C. The CMAR shall have the right to terminate services only in the event of the City failing to pay the CMAR's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City, or if the Project is suspended by the City for a period greater than twelve (12) months.
- D. The City reserves the right to terminate and cancel this Agreement in the event the CMAR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors.
- E. After written notice is provided to the CMAR providing a reasonable opportunity to cure, and after consultation with the Design Consultant, the City shall have the right to refuse to make payment, in whole or part, and if necessary, may demand the return of a portion or all of the amount previously paid to the CMAR due to:
 - 1. The quality of a portion, or all, of the CMAR's work not performed in accordance with the requirements of this Agreement;
 - 2. The quantity of the CMAR's work not delivered or performed as represented in the CMAR's Payment Request, or otherwise;
 - 3. The CMAR's rate of progress being such that in the City's opinion, substantial or final completion, or both may be inexcusably delayed;
 - 4. The CMAR's failure to use the Agreement funds, previously paid the CMAR by the City, to pay CMAR's Agreement-related obligations including, but not limited to, subcontractors, laborers, and material and equipment suppliers;
 - 5. Claims made, or likely to be made, against the City, or its property;
 - 6. Loss caused by the CMAR;

7. The CMAR's failure or refusal to perform any of the obligations to the City after written notice and a reasonable opportunity to cure as set forth above.
- F. In the event the City makes written demand upon the CMAR for amounts previously paid by the City as contemplated in this subsection, the CMAR shall promptly comply with such demand. The City's rights hereunder survive the term of this Agreement and are not waived by final payment or acceptance and are in addition to the CMAR's obligations stated in Exhibit A, Scope of Services.

XVI. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties may agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Polk County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Polk County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- F. Unless otherwise agreed in writing, the CMAR shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.
- G. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

XVII. SCRUTINIZED COMPANIES

§287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. CMAR certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject CMAR to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the City may terminate this Agreement if a false certification has been made, or the CMAR is

subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

XVIII. PUBLIC RECORDS

IF THE CMAR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CMAR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**City of Haines City
City Clerk's Office
620 E. Main Street
Haines City, FL 33844**

**Phone: 863-421-9921
Email: sharon.lauther@hainescity.com**

XIX. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any material change in the Scope of Services or any increase in the compensation for the services, the City and the duly authorized representative for the CMAR shall agree in writing to this change. For all other changes, the City and the CMAR's representative shall agree in writing to the change.
- B. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- C. The CMAR shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the City, except that claims for the money due or to become due the CMAR from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.
- D. Time is of the essence with regard to each and every aspect of the CMAR's performance under this Agreement.
- E. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- F. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- G. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

- H. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- I. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- J. Any invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties via United States mail, postage paid, to the addresses listed below:

CMAR's Representative:

Name: Richard Rodriguez

Title: Vice President

Address:

6150 Metrowest Blvd, Suite 302

Orlando, FL 32835

Phone: 407-832-8261

City's Representative:

Name: Rick Sloan

Title: Deputy City Manager

Address:

620 E. Main Street

Haines City, FL 33844

Phone: 863-421-3611

Email: rrodriguez@pirtleconstruction.com Email: richard.sloan@hainescity.com

Any change in representative will require prompt notification by the party making the change.

- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. The City's RFQ #23-06 and all attachments thereto are hereby incorporated in the Agreement by reference.
- M. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
 2. Solicitation
 3. City's Purchase Order

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement.

This Agreement will be effective on _____.

City:

City of Haines City

By: _____

Title: Mayor

Attest: _____

Title: _____

Address for giving notices:

City of Haines City

Attn: City Clerk's Office

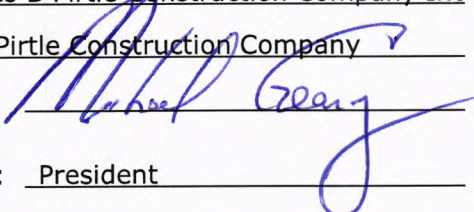
620 E. Main Street

Haines City, FL 33844

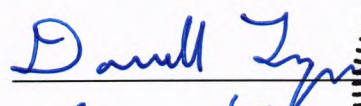
CMAR:

James B Pirtle Construction Company Inc

dba Pirtle Construction Company

By: 

Title: President

Attest: 

Title: Secy / Treas

Address for giving notices:

Pirtle Construction Company

Attn: Mike Geary

500 W Cypress Creek Rd Suite 100

Fort Lauderdale, FL 33309

License

No.:

CGC 055033

(where applicable)



MG

EXHIBIT A

SCOPE OF SERVICES

Introduction:

Phase I: Preconstruction Services

The CMAR will establish and implement plans and controls for all aspects of the Project to ensure completion of the Project on schedule and within budget.

1. Design Support

A. Technical Support and Coordination

The CMAR shall provide technical support to the City as required, or as directed, throughout the entire Preconstruction Phase.

B. Design Phase

i. Design Support

The CMAR shall provide design support during Phase I including, but not limited to, the following:

- a. Provide baseline schedule and a cost estimate for the Project.
- b. Establish, implement and maintain quality control standards.
- c. Provide alternate systems evaluation and constructability studies throughout Phase I.
- d. Participate in constructability reviews and preliminary budget estimates at requested periods during Phase I.
- e. Advise the Project Team of ways to gain efficiencies in Project delivery and reduce overall delivery time.
- f. Provide long-lead procurement studies.
- g. Advise the Project Team when choosing green (sustainable) building materials, as well as recommendations for building lifespan and efficient operations and maintenance.
- h. Identify items that have the potential to be procured directly by the City.
- i. Provide, upon request by the City, copies of bids and quotations solicited from prospective Trade Contractors, subcontractors, and suppliers.
- j. Review and provide comments with plans and specifications at each phase of the Project.

ii. Project Budget

The CMAR shall:

- a. Prepare a detailed construction phase Project budget baseline for all cost categories within twenty-one (21) calendar days following the Design Consultant's submission of schematic deliverables (30% Construction Documents).
- b. Identify all major assumptions used in creating the Project budget.
- c. Meet with the City to ensure cost reports capture all applicable expenditures in a format appropriate for reporting performance and for cost allocation.
- d. Obtain approval of cost and reporting formats.
- e. Provide consistent and complete budget and performance reporting.



- f. Provide detailed cost estimating and knowledge of marketplace conditions.
- g. Provide preliminary and detailed scheduling analysis and periodic updates for the Project construction, including a Schedule of Values.
- h. Provide value engineering throughout all phases of the Project.
- i. Provide estimating throughout Phase I.
- j. Submit proposed GMP for City consideration.

iii. Schedule

The CMAR shall:

- a. In coordination with the Design Consultant identify all required reviews and approvals, and appropriate levels of information necessary for action and timely response.
- b. Prepare and maintain master Project Schedule, including activities for both the Design Consultant and the CMAR and identify tasks which may require action by the City. This will be a critical path schedule and shall include all construction, permitting, and facility start-up activities as well as Project milestones.
- c. Reflect schedule for the preparation and submission of the GMP proposal in all scheduling efforts.
- d. Assist in developing drawing package issuance schedules to meet requirements of the Project Schedule.
- e. Provide for construction phasing and scheduling, and determine a comprehensive logistics plan.
- f. Provide a site utilization plan for all construction activities.
- g. Assist the Design Consultant in permit application processes.
- h. The Project Schedule shall include all major sequences of the preconstruction and construction work, material supplies, long-lead procurement, Design Consultant's approval of shop drawings, and performance testing requirements.

C. Reporting

The CMAR shall prepare and submit a monthly narrative progress report and other reports as necessary and appropriate, with topics as further described below:

i. Invoice Reporting Period

- a. Accomplishments
- b. Status of Milestones
- c. Deliverables Submitted
- d. Problems Encountered/Decisions or Adjustments Required

ii. Upcoming Reporting Period

- a. Objectives
- b. Milestones
- c. Deliverables
- d. Scheduled Meetings

iii. General

- a. Schedule Update
- b. Other

D. Design Coordination

The City has retained a Design Consultant for the Project. Throughout Phase I of the Project, the CMAR shall coordinate with the Design Consultant, as necessary, to assist the Design Consultant in preparing the final pricing documents and Construction Documents.

i. Coordination with the Project Team

The CMAR shall:

- a. Coordinate all activities with the Project Team, any other City contractors, vendors or consultants, and other parties.
- b. Coordinate and assist with all activities related to the design of infrastructure and utilities serving the site or impacted by the Project.
- c. Continually evaluate quality, safety and environmental factors throughout design.

ii. Design Coordination and Review

The CMAR shall:

- a. Review and recommend changes to drawings, specifications, and Construction Documents as appropriate.
- b. Participate in Project meetings as directed by the City.
- c. Monitor coordination of mechanical/electrical requirements of all equipment.
- d. Analyze the cost-effectiveness of design elements, and advise the City of findings.
- e. Conduct ongoing reviews of design documents for completion and coordination of design, with input from the Design Consultant, engineering discipline consultants and equipment vendors.
- f. Coordinate Project utility requirements with utility companies.
- g. Review site logistics and sequence of construction for incorporation in the GMP.
- h. Assist the Design Consultant by reviewing the Construction Documents at each stage of design for the elimination of conflicts, omissions, dimensioning, and other potential problems. CMAR shall bring any such noted matters to the attention of the Design Consultant and the City in writing. Quality of documents is paramount in development of the project plans.
- i. Advise the City of the availability of materials, Trade Contractors and lower-tier subcontractors and any scheduling restraints.
- j. Identify long-lead time items and recommend pre-purchase for these or other items subject to expected price volatility or availability.
- k. Prepare any recommended or requested alternate proposals and assist Design Consultant in identifying elements of the design which can be "add" or "deduct" alternates.

iii. Value Engineering Program

The CMAR shall:

- a. Investigate alternate solutions, systems, materials, or techniques to achieve project requirements economically and consistent with the objectives of the City.
- b. Develop and implement a value-engineering program for all major facility and site elements, systems and materials.
- c. Advise the City on the cost of building systems and materials.
- d. Prepare comparative analysis of alternate systems and materials if requested by City or Design Consultant.

- e. Review documents at the conclusion of design development for value-engineering options.
- f. Submit value-engineering recommendations to the Project Team on an ongoing basis and monitor design changes and note if they will have an impact on the Project budget.

iv. Budget & Schedule Refinement

The CMAR shall:

- a. Forecast construction costs based on completed design documents.
- b. Prepare a detailed cost estimate based on completed design development drawings.
- c. Analyze deviations from the previous cost estimate.
- d. Forecast impact of these deviations.
- e. Recommend corrective action if the cost estimate exceeds a level acceptable to the City.
- f. Incorporate revised cost estimates into the Project budget.
- g. Recommend to the City any changes necessary to maintain the budget requirements.
- h. Report progress to the Project Team.
- i. Monitor and maintain the Project schedule consistent with best industry practices.
- j. Identify design task milestones and associated deadlines that the Design Consultant must meet to maintain Project schedule.
- k. Identify decisions the City or others must make to keep the Project on schedule.
- l. Provide Project budget within 28 calendar days following the Design Consultant's submission of the Design Development deliverables (60% Construction Documents).
- m. If requested by the City, provide a Project duration cash flow projection.

2. Preparation of GMP Proposal

When drawings and specifications for the Project are complete, the CMAR shall begin preparation of the GMP for construction of the Project. The proposed GMP will be prepared in accordance with Section XI. Basis of Guaranteed Maximum Price. During development of the proposed GMP proposal and during subsequent negotiations as appropriate or as requested by the City, the CMAR shall:

- A. Prepare bidders' list identifying a minimum of three firms to bid for each bid package using local subcontractors where possible.
- B. Prepare written bid packages with the Project Team. Packages shall be comprehensive, complete and shall cover all aspects of the assigned bid division or definition of work.
- C. Distribute bid information to bidders.
- D. Respond to bidder's questions during bidding.
- E. Review bids received with the Project Team.
- F. Obtain clarification of any bidder's bid qualifications as needed.
- G. Prepare comparative analysis of bids.
- H. Review voluntary alternate recommendations.
- I. Review alternates and recommend acceptance or rejection.
- J. The GMP must be within the Project budget and based upon the Construction Documents. All materials or labor for the Project which are shown in the Construction Documents or are reasonably inferable therefrom as being part of the Project and necessary to produce a finished job shall be provided by CMAR whether or not such material or labor are expressly provided for in the

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Construction Documents.

- K. If directed by the City, the CMAR shall prepare a proposal for a phase or portion of construction of the Project based upon less than 100% complete plans. Unless otherwise specified in the amendment, the Preconstruction Phase and any Construction Phase authorized by such amendment would proceed concurrently and all CMAR's services as defined herein and, in the amendment, would apply.
3. Procurement
- A. The CMAR shall keep costs as low as possible through aggressive use of competitive bidding procedures for all work.
 - B. The CMAR will direct a well-coordinated procedure for all bid packages, and will obtain a minimum of three verbal competitive quotations for all packages with an estimated value over \$5,000 and under \$25,000, and a minimum of three written competitive quotations for those packages with an estimated value over \$25,000.
 - C. The CMAR will comply with all applicable laws and grant requirements.
 - D. The CMAR shall be responsible to stimulate bidder interest in the local marketplace and identify and reasonably encourage bidding competition through various meetings, presentations, mail-outs, telephone conferences, and the like. The CMAR shall obtain a minimum of three competitive bids for each trade, unless otherwise directed by the City. The CMAR shall provide the City with the opportunity to review and approve all such bids before their acceptance. The CMAR shall carry out an active program of stimulating interest of qualified local contractors, including minority contractors, in bidding on the work and of familiarizing those bidders with the requirements of this Project.
 - E. The CMAR will assist the Design Consultant to ensure that completed bid documents used in conjunction with contract formats establish binding obligations for full performance through lump sum bidding within the framework of the GMP.
 - F. The following activities shall be completed by the CMAR for specialty equipment:
 - i. Coordinate with the Design Consultant during development of equipment specifications with operational criteria. Review specifications and incorporate furniture, fixtures and equipment requirements and City related items into design/construction process.
 - ii. Solicit proposals from qualified vendors for equipment, installation and maintenance.
 - iii. Coordinate proprietary equipment specifications obtained from the successful vendor with construction drawings and details.
 - iv. Obtain at least three (3) competitive bids for each bid package.
4. Acceptance or Rejection of GMP Proposal
- Nothing contained in this Agreement shall require the City to accept any of the CMAR's proposals. Further, the CMAR agrees that the City has the unrestricted discretion to reject the CMAR's proposal.

**EXHIBIT B
PROJECT SCHEDULE**

<u>Description</u>	<u>Estimated Calendar Days from PO to Completion</u>
Design Development	60 Days
Construction Documents	150 Days
Permitting	240 Days
Bidding	300 Days

**EXHIBIT C
FEE SCHEDULE**

Fixed Fee for services described in Exhibit A, Scope of Services:	\$151,202.88
Additional Services (Not-to-Exceed Amount), if authorized:	<u>\$ 0.00</u>
Total Project Not-to-Exceed Amount:	\$151,202.88

TOTAL CONTRACT NOT TO EXCEED AMOUNT	\$151,202.88
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Notes:

1. Additional services must be authorized in advance, in writing, by the City prior to performing any such services.
2. Invoicing for services rendered shall be on a monthly basis, in equal amounts, based on the design schedule.

EXHIBIT D INSURANCE REQUIREMENTS

For purposes of this Exhibit D, the terms "CMAR," "Vendor," "Contractor" and "Consultant" shall be interchangeable and the terms "Contract," "Term Contract" and "Agreement" shall be interchangeable.

Insurance for Construction Projects

During the term of this Agreement, Contractor at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance as respects to the City for all applicable policies. 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 Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the City's Risk Manager.

The coverages, limits and/or endorsements required herein protect the primary interests of the City, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the 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, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies/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 project aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability, Independent Contractors, and contain no exclusions for explosion, collapse, or underground.

The City, a political subdivision of the State of Florida, 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 the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or 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 the Contractor does not own vehicles, the 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.

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Crane and Rigging Liability (if applicable)

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any firm performing work 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.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 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 or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Agreement.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Agreement. This applies to all contractors including but not limited to the construction industry.

Workers Compensation coverage through an Employee Leasing structure (PEO) is not acceptable.

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

Contractors Pollution Liability Coverage (If any)

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Asbestos Liability Coverage (If any)

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of work performed under this Agreement.

Disposal Coverage (If any)

The Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

Hazardous Waste Transportation Coverage (If any)

The Contractor shall designate the hauler and furnish a Certificate of Insurance from the

hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

Professional Liability and/or Errors and Omissions (if architectural or engineering services are provided)

Coverage must be afforded for Wrongful Acts in an amount not less than \$5,000,000 each claim and \$5,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total **project cost**, including soft costs, with a deductible of no more than \$25,000 each claim. Named Windstorm Deductibles, if any, must be disclosed to the City. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity. *(if applicable)*
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide a Certificate of Insurance to the City with 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 the 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 goes beyond the expiration date of the insurance policy, the 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 shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- f. The City shall be named 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 the Contractor's Workers' Compensation insurance policy.

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- h. The Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:

City of Haines City
620 E. Main St.
Haines City, FL 33844

The 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 operation 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 the Contractor's expense.

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

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated 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, and/or this Agreement is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate 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.

All notices of any claim/accident (occurrences) associated with this Agreement, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

Bond Requirements

This Agreement is required to be bonded pursuant to Section 255.05, Florida Statutes, and the Contractor shall furnish Payment and Performance bonds on the City's standard form covering the full and faithful performance of the Agreement for construction and the payment of obligations arising hereunder.

All bonds must be underwritten by a surety company authorized to issue bonds in the State of Florida. The Contractor shall deliver required bonds to the City no later than thirty (30) days prior to the start of work contemplated in this Agreement.

If the Surety on any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements of Section 255.05, Florida Statutes, the Contractor shall within five (5) days

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thereafter substitute Surety, both of which shall be acceptable to the City.

Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any loss or damages from the Contractor to the City.

