

DEMOLITION CONTRACTOR AGREEMENT

THIS IS AN AGREEMENT between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and _____, a Florida corporation, located at _____ (“Contractor”)

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree as follows:

ARTICLE 1.0 DEMOLITION

1.1 The Contractor shall demolish all structures and remove all materials specified below from the property located at 180 East Dania Beach Boulevard, Dania Beach, Florida (the “Work” or the “Project”).

1.2 Subject to the Contractor’s performance of all of the Contractor’s duties and obligations stated in this Agreement, the City shall make payments to the Contractor as follows and as the work progresses:

For the Abatement Contract: 20% Down payment
60% Upon completion of the Work
20% Upon delivery to City of the manifest signed off by the Broward County confirming proper disposal of the asbestos.

For the Demolition Contract: 25% Down payment
75% Upon completion of the Work

All payments are subject to an independent inspection engineering firm providing approval documentation to the City indicating the percentage scope of Work completed and that such Work has been satisfactorily completed and free from defect.

ARTICLE 2.0 TERMS

2.1 The Contractor shall apply for all permits and requirements needed at least ten (10) working days prior to any work being done and before demolition from Broward County, including its Pollution, Prevention, Remediation, and Air Quality Division (PPRAQD), and pay applicable fees for demolition.

2.2 All City permits and approvals shall be obtained and work commenced within fifteen (15) calendar days from the date of execution of this Agreement. All work listed shall be completed within forty-five (45) calendar days from the date of execution of this Agreement but no later than December 16, 2011.

There is a forty-eight (48) hour waiting period after obtaining permits for disconnection of utilities.

2.3 The Contractor shall not assign or transfer any work either in whole or in part, without prior written approval of the City. The Contractor shall provide a list of the identities of all subcontractors on this project on the date of execution of the Agreement.

2.4 The Contractor will pay for all City permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the Work. Pursuant to Section 218.80, Florida Statutes, the cost for the City permits and fees are as follows: _____. The Contractor is responsible for any penalty fees for improper work or fees related to inspections for improper work.

ARTICLE 3.0 TERMINATION

3.1 The City reserves the right to terminate this Agreement at any time with or without cause, with five (5) days' written notice.

ARTICLE 4.0 SCOPE OF WORK

4.1 Contractor shall provide all labor, materials, supplies, equipment, tools, transportation, mobilization, traffic control, disposal, electrical, water, all asbestos abatement procedures and site restoration procedures, that will be required to complete the demolition, removal, and asbestos abatement as required in accordance with all the existing laws, ordinances, rules, and regulations, of all governing agencies, including EPA, DEP, AHERA, OSHA, PPRAQD and other federal, state and local agencies, in accordance with the specifications mentioned in this Agreement and in accordance with all the specifications provided by a professional, certified, asbestos abatement Contractor employed by the Contractor. Contractor must retain the services of a well qualified Third Party who or which is certified by the State of Florida, to provide testing, air monitoring services and close out certification, for the asbestos abatement work if Contractor is not licensed in Florida to perform said tasks.

ARTICLE 5.0 ASBESTOS ABATEMENT

5.1 Either the Contractor shall be Florida licensed as an asbestos abatement Contractor or it shall retain a subcontractor so licensed, for the proper handling, removal and disposal of asbestos-containing materials (ACM's).

ARTICLE 6.0 AIR MONITORING AND CERTIFICATION

6.1 As provided above, a Florida licensed and certified, asbestos abatement Air Monitoring Contractor, who or which is also certified to provide close out certification, must be retained by the Contractor for the proper supervision and monitoring of the asbestos abatement of Contractor's work and final certification, in accordance with applicable DEP, AHERA and OSHA regulations. In addition, final close out documents must also be provided to the City (a copy of the Federal Occupation Safety and Health Act (OSHA) form is attached as Exhibit "A", and is incorporated into and is made a part of this Agreement by this reference).

ARTICLE 7.0
DEMOLITION

7.1 This shall include the deconstruction and demolition of all structures as necessary to provide the complete removal of all structures, including foundations, fences and asphalt/concrete parking from the job site which is specified as the Work to be performed. The taking apart of the structures may be accomplished in any manner not dangerous to adjacent property or other improvements on the same property. Any burning and blasting, or both, will require special permission from the Broward Sheriff's Office, Department of Fire Rescue.

7.2 The removal of all drainfields and asphalt/concrete parking is required. All vegetation not designated as protected by the City Arborist shall be removed, including dead trees as identified by the City Arborist. Trees in good condition are to be preserved and protected from the Work.

ARTICLE 8.0
ADJACENT PROPERTY DAMAGE

8.1 The Contractor shall be responsible to repair or restore any and all damage to any adjacent properties, at no cost to the City.

ARTICLE 9.0
CLEANUP

9.1 The Contractor shall provide a cleanup, which shall include the complete removal of the structures and materials from the site. Any holes resulting from removal of footings, removal of trees or, in general from the Work, shall be filled with approved earth fill material (approved by the City's Building Division) which shall be compacted to a density equal to surrounding undisturbed ground. All utilities shall be adequately secured and evidence of this shall be furnished to the City, by written notice from each utility for gas, electric power, telephone, cable television, water and sewer to demonstrate that they have been correctly disconnected or written proof shall be given to the City evidencing that a utility never had served the site structures. Contractor is to obtain qualified plumbing, mechanical and electrical contractor services, where any disconnection or removal of service is required. Septic tanks, grease traps and any other voids shall be pumped dry and filled full of sand. The ground surface shall be raked clean of all trash, litter, debris, ruts, and any other unsightliness. All equipment, material and debris shall be removed by the Contractor from the job site, whether or not such items are a result of the demolition, and disposed of at an authorized disposal site.

ARTICLE 10.0
ADDITIONAL ITEMS

10.1 Contractor is to haul away and legally dispose of all equipment, material and debris from the property, whether or not such items are a result of the demolition.

10.2 Contractor is to wet down the structure as the job progresses as necessary to prohibit unnecessary dusting of the neighborhood and adjacent buildings.

10.3 Contractor is to obtain (if applicable) approval of Broward County Health Department for vermin eradication procedures **prior to demolition** per County Ordinance No. 77-58.

10.4 Plan preparation and submission is the responsibility of the Contractor.

10.5 The Contractor shall be responsible for all demolition permit requirements, including pest control inspection report, FPL disconnect letter, gas disconnect letter, water meter removal letter, sewer cap permit and approval, and a letter from a mechanical contractor showing removal of all freon from air conditioning units.

10.6 Contractor shall either sod or seed the job site upon completion of project demolition and site clean up.

ARTICLE 11.0
TEMPORARY FENCE SPECIFICATIONS

11.1 Contractor will assume all the City's rights and responsibilities regarding the existing temporary fence agreement between City and National Construction Rentals a/k/a National Fence. Contractor will pay National Fence the monthly expense of approximately \$118 for fence rental on the project site. Contractor will be responsible for all expenses for fence replacement or fence damage.

11.2 Contractor will indemnify and hold harmless the City against all claims by National Fence regarding the fencing on the project site.

11.3 Contractor is to supply temporary fencing including set-up and tear down for the entire area during and after demolition.

11.4 **Materials:** Minimum specifications shall be as follows:

Fabric: 11 ½ gauge Rental Style Chainlink 72" high x approximately 3700 LF
Line Posts: 1 5/8" o.d.
End Posts: 2 ½" o.d.

11.5 **Installation:** Posts shall be set twelve (12) feet on center. Postholes shall be patched immediately upon removal. No work is permitted between the hours of sunset and 7:00 A.M.

ARTICLE 12.0
QUALIFICATIONS

12.1 The following licenses (provide either A or B below, and C) and an active Certificate of Competency from the State of Florida or Broward County including Qualifier Signature are required to be submitted to the City by the Contractor:

A. Class D Demolition (non-explosive) issued by Broward County Central Examining Board.

OR

B. General Contractor – Issued by Florida Department of Professional Regulation.

AND

C. An active and current Asbestos Abatement Contractor’s License

ANY CONTRACTOR DOING DEMOLITION WORK FOR THE CITY MUST REGISTER WITH THE BUILDING DEPARTMENT IN CITY HALL AND MUST PROVIDE AND OBTAIN THE FOLLOWING PRIOR TO PROCEEDING:

1. An active and current Certificate of Competency from the State of Florida or Broward County.
2. Certificates of Insurance listing the City of Dania Beach, Florida as a Certificate Holder and naming the City as an additional insured, meeting all requirements specified below.
3. An Active Business Tax Receipt from a governmental entity located within the State of Florida.
4. Obtain demolition and subordinate permits issued by City Building Division and Broward County.
5. Comply with all requirements from the Pollution, Prevention, Remediation, and Air Quality Division of Broward County, and pay all fees in accordance with Broward County Codes.

ARTICLE 13.0
GENERAL CONDITIONS

13.1 The Contractor shall fully comply with all federal, state and City laws and regulations concerning labor, work hours, labor conditions and wage rates. The Contractor must fully adhere to the Federal Occupation Safety and Health Act (OSHA).

13.2 In performance of work specified in this Agreement, the Contractor shall take all precautions necessary and shall be solely responsible for the safety of Work and shall take such steps as may be necessary to protect persons and property from damage and injury. The Contractor(s) shall provide and maintain approved Fire Rescue Department emergency vehicle access to the property and demolition site(s) at all times (pre-demolition, during and post demolition). Any barriers/fences to be installed to secure the property must be approved by the Broward Sheriff's Office, Department of Fire Rescue prior to any installation to ensure approved entry points for emergency vehicle access. The demolition site plan must indicate the approved Fire Rescue Department emergency vehicle access and entry arrangement.

13.3 The Contractor and its employees shall maintain a neat and professional appearance at all times while working at the site.

13.4 Any damages to any facilities or to the personal or real property of any person caused by the actions or inactions of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the City. Failure to restore, repair or replace the property within five (5) working days following written notification will result in a deduction from the next invoice of the City expenses incurred due to the use of appropriate labor, material and equipment use or rental to restore, repair or replace the property.

13.5 It shall be the responsibility of the Contractor to determine the exact location of all utilities and service connections. Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of existing utilities including service connections, prior to commencing Work which could result in damage to such utilities.

13.6 The responsibility for the determination of accurate measurements, the extent of Work to be performed and the conditions surrounding the Work performance shall be the Contractor's responsibility.

13.7 After all site demolition has been completed and prior to final grading and surface restoration, all areas within the limits of demolition shall be scoured with dozer mounted ripping teeth. Teeth shall penetrate a depth of two (2) feet and result in the removal of any pipes, conduits, concrete and all other types of demolition debris. The site must be kept very clean after demolition and disposal, to the satisfaction of City inspectors.

13.8 The Contractor agrees and warrants that the Work including equipment and materials provided shall conform to the highest professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. If the Contractor is notified in writing of a default, deficiency or error in the Work provided, within one (1) year from completion of the Work, the Contractor shall, at the City's option, either re-perform such portions of the Work to correct such default, defect or error at no additional cost to the City, or refund to the City the costs paid by the City, which is

attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the Work provided by any other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

13.9 Final and complete payment will be made on the basis of completion and acceptance by the City of the Work required under the Agreement and receipt of satisfactory evidence that all payrolls and bills for materials have been paid in full. The Certification of Payment and Final Release of Claim form is attached as Exhibit "B". Such payment is to be made within thirty (30) days after completion and acceptance of the Work, and submission of such evidence. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the Contract, shall constitute cause for the City to withhold final payment until such bills or charges are paid.

ARTICLE 14.0
PERFORMANCE/PAYMENT BOND

14.1 Contractor must submit proof of bond ability. Contractor shall furnish to the City a performance/payment bond equal to the total estimated cost of demolition. A copy of the approved form of bond is attached and marked as Exhibit "C". The Contractor will be held responsible for renewal of the bond for each successive year, if any, of this Agreement. The bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. The bond shall be signed by a Florida Licensed Resident Agent who holds a current Power of Attorney from the surety company issuing the bond. The surety company shall have a minimum Best's policy holder rating of "A" and required financial rating of VIII from Best's Key rating guide.

ARTICLE 15.0
INDEMNIFICATION OF CITY

15.1 Contractor agrees to indemnify and hold harmless the City for all costs, losses and expenses including, but not limited to, damages to persons or property including, but not limited to, judgments and attorneys' fees arising out of the negligent acts, errors or omissions or the willful misconduct of the Contractor, its agents, servants or employees in the performance of services under this Agreement. If called upon by the City, the Contractor shall assume and defend not only itself, but also the City, in connection with any suit or cause of action arising out of the foregoing, and such defense shall be at no cost or expense whatsoever to the City. This indemnification does not extend to acts of third parties who or which are wholly unrelated to Contractor. The covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to Contractor's responsibility to indemnify the City.

15.1.1 It is specifically understood and agreed that the consideration inuring to the Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights and responsibilities contained in this Agreement.

15.1.2 The execution of this Agreement by the Contractor shall obligate the Contractor to comply with the foregoing indemnification provision; however, the collateral obligation of providing insurance must be also complied with as set forth below.

ARTICLE 16.0
INSURANCE REQUIREMENTS

16.1 Contractor shall maintain at its sole expense, during the term of this Agreement the following insurances:

A. Prior to the commencement of work governed by this Contract, the Contractor shall obtain **General Liability Insurance**. Coverage shall be maintained throughout the life of the Contract and include, as a minimum:

- a. Premises Operations
- b. Products and Completed Operations
- c. Blanket Contractual Liability
- d. Personal Injury Liability
- e. Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$2,000,000.00 Combined Single Limit (CSL) with a Per Job Aggregate.
An Occurrence Form policy is preferred. If coverage is provided on a Claims Made Policy, its provisions should include coverage for claims filed on or after the effective date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of Work by the City.

The City of Dania Beach, Florida shall be named as an additional insured on all policies issued to satisfy the above requirements.

B. **Automobile Liability Insurance** naming the City as an additional insured with not less than the following limits:

\$1,000,000.00 with Combined Single Limit (CSL)

Coverage shall include contractual liability assumed under this Agreement, owned, hired and non-owned vehicles.

C. **Workers' Compensation Insurance** Workers' Compensation insurance shall be maintained by Contractor during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, as otherwise addressed in this Agreement, the Contractor shall require any subcontractors similarly to provide Workers' Compensation

Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

The Contractor and its subcontractors shall maintain during the life of this policy statutory limits Part A, and one (1) million dollars (\$1,000,000.00) employers' liability limits Part B. Contractor and all subcontractors must furnish certificates of insurance evidencing this coverage prior to commencement of the Work.

D. Recognizing that the work governed by this Agreement involves the removal, transporting and disposal of asbestos material, the Contractor shall purchase and maintain **Asbestos Abatement Liability Insurance** with limits no less than those specified for the General Liability Insurance. The policy will contain a "Retroactive Date" of no later than the commencement of Work and will have an extended reporting period of four (4) years. There MUST be written confirmation submitted to the City before Work begins that the Asbestos Disposal Site is properly licensed and insured.

E. Pollution Liability Insurance shall consist of \$2,000,000.00 with a per job/per site aggregate.

Please Note: The Certificates shall contain a provision that coverage afforded under each policy will not be cancelled until at least thirty (30) days' prior written notice has been given to the City. In the event the Certificates of Insurance provided indicate that the insurance shall terminate and lapse during the period of this Agreement, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, renewed Certificates of Insurance as proof that equal and like coverages for the balance of the period of the Agreement or extension under it are in effect.

THE CONTRACTOR SHALL NOT COMMENCE WORK UNDER THE CONTRACT UNTIL CONTRACTOR HAS OBTAINED ALL INSURANCE REQUIRED BY THE CITY, AS SPECIFIED ABOVE, AND WHEN ALL INSURANCES AND ALL COVERAGES HAVE BEEN APPROVED BY THE RISK MANAGER OF THE CITY. IN ADDITION, CONTRACTOR SHALL BE RESPONSIBLE FOR ANY POLICY DEDUCTIBLES AND SELF-INSURED RETENTIONS.

The City reserves the right to require additional insurance in order to meet the full value of the Agreement.

ARTICLE 17.0
NOTICES

17.1 Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

City: Robert Baldwin, City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy to: Thomas J. Ansbro, City Attorney
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Contractor: _____

ARTICLE 18.0
CONSENT TO JURISDICTION

18.1 The parties agree that the jurisdiction for any legal action arising out of or pertaining to this Agreement shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term.

ARTICLE 19.0
RIGHTS AND REMEDIES

19.1 Duties and obligations imposed by this Agreement and rights and remedies available under it shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

19.1.1 No action or failure to act by the City or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach under it, except as may be specifically agreed in writing.

ARTICLE 20.0
GOVERNING LAW

20.1 The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

ARTICLE 21.0
ATTORNEYS' FEES AND COSTS

21.1 If City or Contractor incurs any expense in enforcing the terms of this Agreement, whether suit is brought or not, the prevailing party shall be entitled to collect from the non-prevailing party its attorney fees, costs, and expenses including, but not limited to, court costs and reasonable attorneys' fees.

ARTICLE 22.0
HEADINGS

22.1 Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

ARTICLE 23.0
EXHIBITS

23.1 Each exhibit referred to in this Agreement forms an essential part of this Agreement. Each such exhibit is a part of this Agreement and each is incorporated in this Agreement by this reference.

ARTICLE 24.0
SEVERABILITY

24.1 If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

ARTICLE 25.0
ALL PRIOR AGREEMENTS SUPERSEDED

25.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

ARTICLE 26.0
BINDING AUTHORITY

26.1 Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 27.0
EXTENT OF AGREEMENT

27.1 Extent of Agreement. This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

28. Contractor and its employees and agents shall be and remain independent Contractors and not employees of 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 construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties to this Agreement. All agents, employees and subcontractors of the Contractor retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility.

29. The Contractor understands and agrees that the City, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any contract, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such contract beyond such limits. Nothing contained in this Agreement shall prevent the making of agreement for periods exceeding one (1) year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Contractor shall not proceed with services under this Agreement without City's written verification that the funds necessary for Contractor compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

30. Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no City employee who acts in the City as a "purchasing agent" as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Contractor and, further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractor. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Contractor.

31. Contractor shall comply with all federal, state and City laws applicable to the Contractor services and specifically those covering Equal Opportunity Employment, the Americans With Disabilities Act ("ADA") and the Florida Building Code and demonstrate its eligibility to perform services as specified in the Florida Public Entity Crime law. A copy of the Public Entity Crime form is attached as Exhibit "D", and the form must be executed by Contractor. The Contractor is expected to fully comply with all provisions of all laws and the City reserves the right to verify the Contractor's compliance with them. Failure to comply with any law will be grounds for termination of the Agreement for cause.

32. The following are a list of the attached Exhibits:

1. Federal Occupation Safety and Health Act (OSHA) form;
2. Certification of Payment and Final Release of Claim;
3. Performance/Payment Bond form; and
4. Public Entity Crime Statement form.

33. In the event of any conflict between any provisions of this Agreement and any provision in any attached Exhibit, the parties agree that the provisions of this Agreement are controlling (including, but not limited to, all terms and provisions governing compensation).

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

CITY:

ATTEST:

**CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation**

LOUISE STILSON, CMC
CITY CLERK

PATRICIA FLURY
MAYOR

ROBERT BALDWIN
CITY MANAGER

APPROVED FOR FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CONTRACTOR:

_____,
a Florida corporation

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

Signature

PRINT Name

Title

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____ 2011, by
_____, as _____ of _____, a Florida
corporation, on behalf of the corporation. He/she is personally known to me or produced
_____ as identification and did (did not) take an oath.

My Commission Expires:

NOTARY PUBLIC
State of Florida

EXHIBIT "A"

**CITY OF DANIA BEACH, FLORIDA
ACKNOWLEDGMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS**

City Project: Demolition of Dania Beach Hotel

To the City of Dania Beach, Florida:

_____, acknowledges and agrees that as a Contractor for the City of Dania Beach, Florida, which will be working within the limits of the City of Dania Beach, Florida, that it has the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act. of 1970 ("O.S.H.A."), and all State and local safety and health laws and regulations, and the Contractor agrees to defend, indemnify and hold harmless the City of Dania Beach, Florida, its officials, employees and agents against any and all legal liability or loss the City of Dania Beach, Florida, may incur due to the Contractor's failure to comply with such acts, laws and regulations.

Contractor

Signature

Witness

Name (Print)

Witness

Title

_____, 2011

Date

EXHIBIT "B"

CERTIFICATION OF PAYMENT AND FINAL RELEASE OF CLAIM

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned _____ as _____ of _____ for and in consideration of the payment of the sum of \$_____, receipt of which is acknowledged, releases and relinquishes any and all right to any claim or claim rights for work done, material(s) furnished, labor performed and for any incidental expense against the following described project:

Demolition of Buildings and site cleanup at 180 East Dania Beach Boulevard, Dania Beach, Florida.

I also certify that all persons, firms or corporations doing work upon, furnishing materials, supplies and labor for the improvements at the project described above have been paid in full and that there are no unpaid claimants in connection with the project.

I further certify that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

The undersigned further acknowledges that the undersigned may not impose a lien or liens on City-owned property; to the extent the undersigned may have such lien rights, the undersigned waives, releases, remises and relinquishes such lien rights.

IN WITNESS OF THE FOREGOING, I, _____ have set my hand and seal on _____, 2011.

WITNESSES:

CONTRACTOR:

Signature

PRINT Name

Signature

PRINT Name

Signature

PRINT Name/Title

STATE OF FLORIDA)

COUNTY OF _____)

Sworn to and subscribed before me on _____, 2011, by _____
who (check one) [] is personally known to me or [] has produced _____
as identification.

Notary Public

Print or Type Name
of Notary Public

My commission expires:

EXHIBIT "C"

PAYMENT AND PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or any other party shall be considered plural where applicable.

CONTRACTOR (name and address):

SURETY (name and principal place of business):

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

CONTRACT Date:

Amount:

Date:

Amount:

Description (name and location):

BOND

Date (not earlier than
Construction Contract
Date):

Amount:

Modifications to this Bond:

None _____ See Page(s) _____

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

SURETY
(Corporate Seal)

Signature

Signature

Name

Name

Title

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Address

Telephone:

Facsimile:

1. DEFINITIONS

- (A) **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
- (B) **Contract:** The demolition contract or agreement between the Owner and the Contractor, including all Contract Documents and changes to them.

- (C) **Contractor Default:** Failure of the Contractor, which failure has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - (D) **Owner Default:** Failure of the Owner, which failure has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms of it.
2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated into this document by this reference.
 3. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences.
 4. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - (A) The Owner has notified the Contractor and the Surety at its address described in paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
 - (B) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received; and
 - (C) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a Contractor selected to perform the Contract in accordance with the terms of the Contract with the Owner.
 5. When the Owner has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - (A) Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract; or
 - (B) Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - (C) Obtain bids or negotiated proposals from qualified Contractors acceptable to the Owner for a Contract for performance and completion of the Contract, arrange for

a Contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

- (D) Waive its right to perform and complete, arrange for completion, or obtain a new Contractor acceptable to the Owner and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
- 6. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - (A) The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - (B) Additional legal, professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - (C) Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced

or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

9. The Surety waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the first page of this document.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Work was to be performed, any provision in this Bond conflicting with such statutory or legal requirement shall be deemed deleted from this document and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into it. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

SURETY
(Corporate Seal)

Signature

Signature

Name

Name

Title

Title

EXHIBIT "D"

**CITY OF DANIA BEACH, FLORIDA
Sworn Statement Under §287.133(3)(a), Florida Statutes
Public Entity Crimes**

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)

its business address is: _____

Federal Identification Number
(FEIN) is: _____
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number
of the individual signing this sworn Statement)

3. My name is: _____
(print name of individual signing this document)

and my relationship to the entity is: _____
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that to be "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt and conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as a plea of "No Contest").

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:

(a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

(b) An entity under the control of any natural person who is active in the management of the entity and which has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

a. _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

b. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please now indicate which additional statement below applies):

1. _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

2. _____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division

of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

3. _____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

Signature (of person whose Printed Name first appears above)

Date

STATE OF FLORIDA)
COUNTY OF BROWARD)

Sworn to and subscribed before me on _____, 2011, by _____ who
(check one) [] is personally known to me or [] has produced _____
as identification.

Notary Public

PRINT Name of Notary Public

My commission expires: