

GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2097.10

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A PROPOSAL AND CONTRACT WITH SOUTHEASTERN ENGINEERING CONTRACTORS, INC. FOR THE TOWN'S STORMWATER PROJECT PHASE 1 REPAIRS; PROVIDING FOR EXEMPTION FROM COMPETITIVE BIDDING AND WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council wishes to engage Southeastern Engineering Contractors, Inc. ("SEC") in connection with repairs and maintenance for Phase 1 of the Town's stormwater project (the "Work"); and

WHEREAS, SEC has agreed to perform the Work; and

WHEREAS, the Town and SEC wish to enter into a contract for the Work, pursuant to the pricing terms set forth in the proposal attached hereto as Exhibit "A" to this Resolution (the "Proposal"), and a Contract substantially in the form attached hereto as Exhibit "B" (the "Contract"); and

WHEREAS, the Work is exempt from competitive bidding under Florida law, and it is otherwise impractical to competitively bid the Work; and

WHEREAS, the Town Council has determined that it is in the best interests of the Town to do the Work and to approve a contract with SEC;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Authorization and Approval. The Town Council hereby authorizes and approves a contract with SEC pursuant to the terms of the Proposal attached hereto as Exhibit "A," authorizes the Mayor to execute a Contract on behalf of the Town substantially in the form attached hereto as Exhibit "B", once approved as to form and legal sufficiency by the Town Attorney, and authorizes the expenditure of funds as detailed in the attached Proposal.

Section 3. Waiver of Competitive Bidding. Pursuant to the Town's Ordinance No. 540.09, the Town Council hereby finds that it is impractical to competitively bid the Work.

Section 4. Implementation. The Town Mayor and Town Manager are hereby authorized to take any and all action necessary to implement the Contract and this Resolution in accordance with its terms and conditions.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by Councilmember Judy Lusskin, seconded by Vice Mayor Bernard Einstein and on roll call the following vote ensued:

| | |
|-----------------------------|------------|
| Mayor Glenn Singer | <u>Aye</u> |
| Vice Mayor Judy Lusskin | <u>Aye</u> |
| Councilmember Ben Einstein | <u>Aye</u> |
| Councilmember Amy Rojas | <u>Aye</u> |
| Councilmember Ken Bernstein | <u>N/A</u> |

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 15th day of June, 2010.



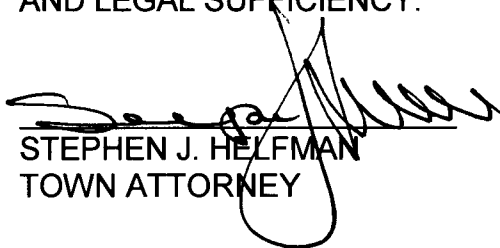
MAYOR GLENN SINGER

ATTEST:



LISSETTE PEREZ,
INTERIM TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY

CONTRACT FOR CONSTRUCTION

(Town of Golden Beach Stormwater Project – Phase 1 Repairs)

THIS AGREEMENT (this “Agreement”) is made effective as of the 15th day of June, 2010 (the “Effective Date”), by and between the **TOWN OF GOLDEN BEACH, FLORIDA**, a Florida municipal corporation (hereinafter the “Town”), and **SOUTHEASTERN ENGINEERING CONTRACTORS, INC.**, a Florida corporation (hereinafter the “Contractor”).

WHEREAS, the Contractor and Town, through mutual negotiation, have agreed upon a scope of services, schedule, and fee in connection with labor, equipment and materials for Phase 1 of the Town’s stormwater project, which improvements consist of repairs and maintenance (the “Project”); and

WHEREAS, the Town desires to engage the Contractor to perform the services, including labor, equipment and materials, and provide the deliverables for the Project as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. **Scope of Services.**

1.1. The Contractor shall furnish such services and provide deliverables, including labor, equipment and materials (the “Services”), as described in those certain Plans and Specifications prepared by Craig A. Smith & Associates for the Town’s Capital Improvement Project dated February 11, 2008, revised and updated May 3, 2010, incorporated herein by reference, as may be amended by the Town from time to time (the “Plans and Specifications”), and Contractor’s proposal and pricing to perform the Services, which is attached hereto and made a part hereof as Exhibit “A” (the “Proposal”).

2. **Term/Commencement Date.**

2.1 Contractor shall be instructed to commence work on the Project by written instructions in the form of a Notice to Proceed issued by the Town. Work to be performed under this Agreement shall be commenced within ten (10) calendar days after the date specified in the Notice to Proceed and shall be performed continuously until completion, unless earlier terminated in accordance with Paragraph 8.

2.2 Contractor agrees that time is of the essence and Contractor shall substantially complete the Services within one hundred and fifty (150) days from the date specified in the Notice to Proceed, unless extended in writing by the Town Manager. The Services shall be completed within thirty (30) calendar days from the date the Services are certified to be

substantially completed by Corzo Castella Carballo Thompson Salman, P.A. (the "Town's Project Engineer").

- 2.3 Upon failure of Contractor to substantially complete the Services within the time period specified in this Agreement, Contractor shall be required to pay to Town the sum of One Thousand Dollars (\$1,000.00) for each calendar day after the time specified in Section 2.2 that the Services have not been substantially completed. After substantial completion, if Contractor fails to complete the remaining Services within the time specified in Section 2.2 above, Contractor shall pay to Town the sum of Five Hundred Dollars (\$500.00) for each calendar day that the Services have not been completed. These amounts are not penalties but are liquidated damages to Town for its inability to obtain full and beneficial occupancy of the Project. The parties recognize the impossibility of precisely ascertaining the amount of damages that will be sustained by the Town as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete the Services on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for substantial and/or final completion is given. The Town is authorized to deduct the liquidated damages from monies due to Contractor for the Services under this Agreement.

3. **Compensation and Payment.**

- 3.1 Town shall pay to Contractor for the performance of the work specified in this Agreement a total price not to exceed One Million, One Hundred Eighty Four Thousand, Six Hundred and Forty One and 00/100 Dollars (\$1,184,641.00) subject to the conditions, limitations, and restrictions contained in this Agreement. This price shall be full compensation for all costs, including overhead and profit, labor, equipment and materials, associated with completion of the Project in full conformity with the requirements as stated or shown, or both, in the Plans and Specifications. The above sum shall not be modified except by a change order issued by the Town or as otherwise specified in this Agreement.
- 3.2 Contractor shall deliver an invoice to Town no more often than once per month showing a complete breakdown of the Project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the Town. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed. Contractor shall submit with each invoice an updated construction progress schedule and a release of liens relative to the work which is the subject of the invoice. Town shall make payment to

Contractor within thirty (30) days after approval by Town of Contractor's invoice and work completed.

- 3.3 Ten percent (10%) of all monies earned by Contractor shall be retained by Town until final completion and acceptance by Town in accordance with Section 3.4 hereof. Any interest earned on retainage shall accrue to the benefit of Town.
- 3.4 Upon receipt of written notice from Contractor that the Project is ready for Town's final acceptance, Town shall, within thirty (30) calendar days, make a compliance review thereof. If Town finds the Project to be acceptable, the requirements of this Agreement fully satisfied, and that all conditions of any applicable permits and regulatory agencies have been met, a final request for payment shall be issued by Contractor, over its signature, stating that the requirements of this Agreement have been performed and the work is ready for acceptance under the terms and conditions thereof. Before issuance of the final request for payment, Contractor shall deliver to Town a complete release with respect to any liens arising out of this Agreement together with an affidavit certifying that all any suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Project has been paid. The acceptance by the Contractor of final payment shall constitute a waiver of all claims against the Town by the Contractor, except those claims previously made and identified in writing by Contractor as unsettled at the time of the request for final payment.
- 3.5 Town and Contractor agree that this Agreement shall be subject to the condition precedent that Town funds are available and budgeted for the accomplishment of the Services for the Project, and that the Town secures and obtains any necessary loans for the accomplishment of the Project pursuant to a borrowing enabling ordinance and any loan implementing resolution adopted by the Town Council, and as described in the Town Council Resolution which awards and authorized the execution of this Agreement.


4. **Subcontractors.**

- 4.1 The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Project.
- 4.2 Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager, which approval may be granted or withheld in Town Manager's sole discretion.

5. **Town's Responsibilities**

- 5.1 Upon Contractor's request, Town shall make available any maps, plans, existing studies, reports and other data pertinent to the Project and in possession of the Town.
- 5.2 Upon Contractor's request, Town shall reasonably cooperate in arranging for access to any real property as required for Contractor to perform the Services.

6. **Contractor's Responsibilities**

* ONE (1) 

- 6.1 The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services for the Project as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within ~~two (2)~~ ^{* ONE (1)} years from the completion of the Project, it is determined that the Contractor's deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to the Plans and Specifications for the Project, upon written notification from the Town Manager, the Contractor shall at Contractor's sole expense, immediately correct the work.
- 6.2 The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town.
- 6.3 Contractor shall verify all dimensions, quantities and details shown on the plans, specifications or other data received from Town's Project Engineer, and shall notify Town's Project Engineer in writing of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery and Town's Project Engineer will promptly review the same. Any Services performed done after such discovery, but prior to written authorization of the Town's Project Engineer, will be done at the Contractor's sole risk.
- 6.4 Contractor shall accept full responsibility for the Services against all loss or damage of any nature sustained until final acceptance by Town, and shall promptly repair any damage done from any cause. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town.

6.5 The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Town will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within thirty (30) days after the subcontractor's work is satisfactorily complete, as determined by the Town. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within thirty (30) days after satisfactory completion of the subcontractor's work. Contractor shall provide this certification in the form designated by the Town.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any adversarial issues in the Town. For the purposes of this section "adversarial" shall mean any development application where staff is recommending denial or denied an application, or an administrative appeal or court action wherein the Town is a party.

8. **Termination.**

8.1 If Contractor fails to timely begin work on the Services, or fails to perform the Services with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Services (as reasonably determined by the Town), or shall perform the Services unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Services pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in this Agreement or in the Plans and Specifications, or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Services in an acceptable manner, Town may, upon seven (7) days written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, terminate this Agreement, and use any or all materials on the Project site which have been paid for by the Town, and may finish the Services by whatever method Town deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs, and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expended so incurred by the Town shall exceed

the unpaid balance, then Contractor shall be liable and shall pay to Town the amount of said excess.

8.2 Upon receipt of the Town's written notice of termination, Contractor shall immediately stop work on the Project unless directed otherwise by the Town Manager.

8.3 The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the Project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Defective Work/Guarantee.**

9.1 Town shall have the authority to reject or disapprove Services which the Town finds to be defective. If required by the Town, Contractor shall promptly either correct all defective Services or remove such defective Services and replace it with nondefective Services. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

9.2 Should Contractor fail or refuse to remove or correct any defective Services or to make any necessary repairs in accordance with the requirements of this Agreement or to ensure the Services comply with the Plans and Specifications within the time indicated in writing by Town's Project Engineer, Town shall have the authority to cause the defective Services to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Town may declare Contractor in default.

9.3 The Contractor shall unconditionally guarantee all materials and equipment furnished and Services performed for a period of one (1) year from the date of substantial completion. If within one (1) year after the date of substantial completion, any of the Services is found to be defective or not in accordance with the Plans and Specifications, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Services within the-time specified by Town without cost to Town. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under this Agreement or the Project Manual, including but not limited to, any claim regarding latent defects. Failure to reject any

defective Services or material shall not in any way prevent later rejection when such defect is discovered.

10. **Delays.**

10.1 No claim for damages or any claim, other than for an extension of time shall be made or asserted against Town by reason of any delays. Contractor shall not be entitled to an increase in payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption; interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the time period for completion of performance as the sole and exclusive remedy for such resulting delay. Notwithstanding the above, the Contractor shall be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be caused by the Town for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate this Agreement upon seven days written notice to the Town.

11. **Insurance.**

11.1 Contractor shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below and as required by the Town. Such insurance shall, at a minimum, comply with all insurance requirements and specifications contained in **Exhibit "B"** attached hereto and made a part hereof.

11.2 *Evidence of Insurance.* Unless, and to the extent, Town has agreed otherwise, Contractor shall not commence the work until Contractor has procured the insurance required by the Town and under this Section 11 and such insurance has been approved by Town. Contractor shall provide evidence of such insurance in the following manner. Contractor shall furnish Town with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to Town, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall provide that the Town shall be given no less than thirty (30) days' written notice prior to renewal or cancellation.

11.3 *Qualification of Contractor's Insurers.* Insurers providing the insurance required by this Agreement must either be: (1) authorized by a subsisting

certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes. Each insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

11.4 *Description of Required Insurance.* Unless and to the extent Town has agreed otherwise, without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at Contractor's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as otherwise specified in this Agreement, the insurance shall commence prior to the commencement of work by Contractor and shall be maintained in force until completion of and acceptance of the work.

11.5 *Insurance on Subcontractors.* Contractor shall require its subcontractors to maintain any and all insurance required by law and by the Town.

12. **Nondiscrimination.**

12.1 During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

13. **Attorneys' Fees and Waiver of Jury Trial.**

13.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

13.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

14. **Indemnification.**

14.1 Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Contractor's performance or non-performance of any provision of this Agreement,

including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Contractor's performance or non-performance of this Agreement.

14.2 The provisions of this section shall survive termination of this Agreement.

15. **Notices/Authorized Representatives.**

15.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Alexander Diaz
Town Manager
Town of Golden Beach
1 Golden Beach Drive
Golden Beach, FL 33160-2296

With a copy to: Stephen J. Helfman, Esq.
Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd.
Coral Gables, Florida 33134

For The Contractor: Mr. Eduardo Dominguez
Southeastern Engineering Contractors, Inc.
12054 NW 98 Avenue
Hialeah Gardens, Florida 33018

16. **Governing Law.**

16.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

17. **Entire Agreement/Modification/Amendment.**

17.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

17.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

17.3 Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

18. **Ownership and Access to Records and Audits.**

18.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

18.2 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Contractor providing the Services to the Town under this Agreement shall be the property of the Town.

18.3 The Town Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. The right to access and examination of records in this paragraph shall continue until disposition of any mediation, claims, litigation or appeals. The Contractor agrees to include in subcontracts made for Services under this Agreement (excluding purchase orders not exceeding \$10,000) a clause substantially the same as that contained in this paragraph.

18.4 The Town may cancel and terminate this Agreement immediately for refusal by the Contractor to allow access by the Town Manager or his designee to any records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

19. **Nonassignability.**

19.1 This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Town's area, circumstances and desires.

20. **Severability.**

20.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

21. **Independent Contractor.**

21.1 The Contractor and its employees, volunteers and agents shall be and remain an independent Contractor and not an agent or employee of the Town 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.

22. **Compliance with Laws.**

22.1 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular, without limitation, shall obtain all permits from all jurisdictional agencies to perform the Services under this Agreement. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, except as provided for in the Plans and Specifications, without the written consent of the proper authorities.

23. **Waiver**

23.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

24. **Survival of Provisions**

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

25. **Prohibition of Contingency Fees.**

25.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

26. **Public Entity Crimes Affidavit**

26.1 Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

27. **Counterparts**

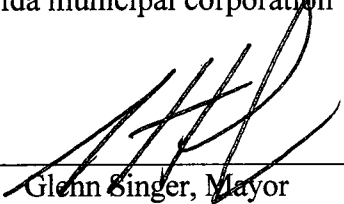
27.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

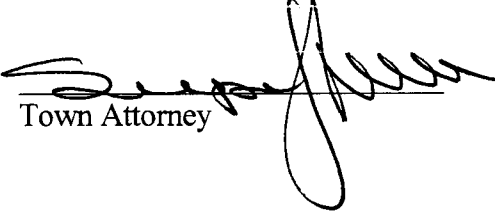
TOWN:

TOWN OF GOLDEN BEACH, a
Florida municipal corporation

By: 
Glenn Singer, Mayor

Attest: 
Town Clerk

Approved as to Form and Legal Sufficiency:


Town Attorney

CONTRACTOR:

SOUTHEASTERN ENGINEERING
CONTRACTORS, INC., a Florida
corporation


By: 
Name: Eduardo Dominguez
Title: Vice President

EXHIBIT "A"

CONTRACTOR'S PROPOSAL

EXHIBIT "B"

INSURANCE REQUIREMENTS

A. The minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

1. Workers' Compensation/Employer's Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act or any other coverages required by the Contract which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage for those coverages required by the Contract which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

\$ \$1,000,000.00 (Each Accident)

\$ \$1,000,000.00 (Disease-Policy Limit)

\$ \$1,000,000.00 (Disease-Each Employee)

2. Commercial General Liability - The minimum limits for the Commercial General Liability coverage shall be:

| | <u>* Column A</u> | <u>** Column B</u> |
|--|------------------------|------------------------|
| General Aggregate..... | <u>\$ 2,000,000.00</u> | <u>\$ 2,000,000.00</u> |
| Products/Completed Operations Aggregate..... | <u>\$ 2,000,000.00</u> | <u>\$ 2,000,000.00</u> |
| Personal and Advertising Injury. | <u>\$ 1,000,000.00</u> | <u>\$ 2,000,000.00</u> |
| Each Occurrence..... | <u>\$ 1,000,000.00</u> | <u>\$ 2,000,000.00</u> |
| Fire Damage (any one fire)..... | <u>\$ 1,000,000.00</u> | <u>\$ 2,000,000.00</u> |
| Medical Expense (any one person) | <u>\$ 1,000,000.00</u> | <u>\$ 2,000,000.00</u> |

* Applicable to Work performed under this Contract only

** Total Limits including amounts in Column A

3. Business Auto Policy - The minimum limits for the Business Auto Policy shall be:

Each Occurrence - Bodily Injury and Property Damage Combined..... \$ 1,000,000.00

4. General Liability Protection for Town - The minimum limits for Additional Insured or Town's Protective Liability Coverage shall be the amounts specified as the minimum "Each Occurrence" and "General Aggregate" limits for the Commercial General Liability Coverage in Column B of Paragraph A.2 above.

