

**AGREEMENT FOR FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND
INSTALLATION SERVICES (IFB # 26-G105)**

THIS AGREEMENT for Fiber Optic Engineering, Design, Material, Supplies and Installation Services (“Agreement”) is entered on _____, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Unitec Inc.**, a corporation authorized to do business in the State of Florida (“Contractor”) with its principal office located at 480 W 83rd Street, Hialeah, FL 33014.

WHEREAS, the City issued Invitation for Bids # 26-G105 for a long-term contract for the Fiber Optic Engineering, Design, Material, Supplies and Installation on as needed basis for City’s fiber optic network system (“IFB”); and

WHEREAS, the Contractor submitted its bid in response to the IFB; and

WHEREAS, the City desires to award the IFB to the Contractor on a non-exclusive basis for the fiber optic engineering, design, material, supplies and installation services on as needed basis construction; and

WHEREAS, the Contractor further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the goods and services sought by the City under this Agreement may be funded, in whole or in part, by a federal grant (“DOE GRIP grant”), which federal grant requires compliance with all applicable federal law, regulations, executive orders, policies, procedures, directives, and special clauses as further illustrated in the federal contract provisions attached hereto as **Exhibit “E”** and incorporated herein by reference; and

WHEREAS, the City finds awarding the IFB to the Contractor as described herein serves a valid public purpose.

NOW THEREFORE, the City hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. GENERAL INFORMATION.

1.1 Scope of Services/Work. The Contractor shall provide the services and work (which terms are used interchangeably in the Contract Documents) requested by the City and required under a City approved work order and/or Purchase Order as described herein. The general nature of the services and work to be provided by the Contractor under this Contract are the fiber optic engineering, design, material, supplies, and installation for a City of Lake Worth Beach fiber optic network system on as needed basis as described in IFB Scope of Services.. The Contractor shall, as needed, handle the integration, supply, installation, connection, and maintenance/repair of the City’s Electric Utility Operational Network Systems, outside plant (OSP), fiber optic cables, equipment, supplies, and general network cabling systems and related services. The Contractor may also be required provide similar services for the new City-owned electric utility infrastructure.

1.2 Contract Documents. The Contract Documents are incorporated herein by reference as if set forth in this Agreement and comprise the entire agreement between the City and Contractor. The Contract Documents consist of this Agreement (including the exhibits hereto), the IFB (including, but not limited to, the documents issued with the IFB as the scope and specifications, the drawings, addenda, attachments and exhibits); and, any duly executed and issued work orders, change orders and Agreement amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents,

the Contractor shall so notify the City, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Fully executed Change Orders or Agreement amendments
Second Priority:	This Agreement (including the exhibits hereto)
Third Priority:	Fully executed Work Orders and purchase orders
Fourth Priority:	IFB

1.3 **Contract Administrator.** Whenever the term Contract Administrator is used herein, it is intended to mean **the City Manager or designee, City of Lake Worth Beach, Florida**. In the administration of Contract Documents, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase in change in time of completion and/or an increase in the contract price shall require a formal change order or contract amendment executed by the City Manager or the City Commission (depending on the authority set forth in the City's Procurement Code).

1.4 **Work Orders.** This Agreement does not guarantee that the City will utilize the Contractor in any capacity or for any services hereunder. When the City identifies a need for the Contractor's services, the City will request a proposal from the Contractor to provide the services requested. The City will provide the Contractor with plans and/or specifications in order for the Contractor to develop its proposal. The Contractor's proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as **Exhibit "A"** along with a copy of the Contractor's proposal and shall be based on the Schedule of Unit Prices attached hereto and incorporated herein as **Exhibit "C"**. Upon receipt of the Contractor's proposed work order and proposal, the City shall decide in its sole discretion whether to award the work order to the Contractor. Depending on the lump sum amount of each work order, the work order may be awarded by the City Manager (if within City Manager's purchasing authority (currently not to exceed \$50,000)) or the City Commission. If the work order is approved by the City, the Contractor shall commence the identified services upon the City's approval of the work order for the services and issuance of a notice to proceed. The City reserves the right to reject any and all proposals submitted by the Contractor. A City-approved work order shall include (by reference) the plans and/or specifications provided by the City to the Contractor.

For City issued work orders that exceed \$200,000, the City will utilize the EJCDC® C-700 (Rev. 1), Standard General Conditions of Construction Contract (2103) ("General Conditions") as revised by the Supplemental Conditions attached hereto as to address any matters not addressed in this Agreement, the work order, or other Contract Documents. The order of precedence set forth in section 1.2 shall apply with the General Conditions in Sixth Priority and the Supplemental Conditions in Fifth Priority. If for any issued work order that exceed \$200,000, the City desires to utilize a third party Engineer, the City shall notify the Contractor of the Engineer and the Engineer's contact information. Otherwise, the City will use the City's Contract Administrator or designee will assume the role of Engineer under the General Conditions.

1.5 **Purchase Orders.** While this Agreement does not guarantee that the City will utilize the Contractor in any capacity or for any services hereunder, if the City desires the Contractor to provide services for individual projects in the amount of \$10,000 or less under this Contract, such services will be approved by a City issued Purchase Order(s); however, the terms and conditions stated in a City Purchase Order(s) shall not apply; the terms and conditions set forth in this Contract shall apply. The Contractor shall not provide services under this Agreement without a City Purchase Order specifically for the stated services. The Contractor shall provide the

amount of requested services and price listed in each Purchase Order and not exceed amounts expressed on any Purchase Order. The Contractor shall be liable for any excess services or costs not specifically stated in the Purchase Order(s).

1.5 **Term.** The term of this Agreement shall be for three (3) years, with an option for two (2) additional one (1) year renewals upon the mutual agreement of both parties. The renewal term(s) may be approved by the City Manager on behalf of the City. Further, for City issued work order(s) and/or Purchase Order(s) during the term of this Agreement, the individual term of a work order(s) or Purchase Order(s) may extend past the term and any renewal terms of this Agreement. Notwithstanding the foregoing, this Agreement and any work order(s) and/or Purchase Order(s) may be terminated as set forth in the Contract Documents.

1.6 **Schedule of Unit Prices.** The Schedule of Unit Prices set forth as **Exhibit "C"** shall remain fixed for the first three (3) years of this Agreement. If due to applicable price escalations and/or reductions which impact the Contractor's Schedule of Unit Prices, the City and Contractor may execute a written amendment to this Agreement to establish new Unit Prices for the renewal term(s). The City Manager may approve changes in the Unit Prices based on the recommendation of the City's Electric Utility Director or designee.

Article 2. CONTRACT TIME.

2.1 All services and work to be provided under a City-approved work order and/or Purchase Order shall be provided in a timely manner as time is of the essence under this Contract Document.

2.2 The Contractor shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors (if authorized) and without the Contractor's or subcontractor's fault or negligence. Upon the Contractor's request, the City shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the Contractor and, if the Contractor's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as reasonably determined by the City, the time of completion shall be extended for any reasonable time that the City may reasonably decide; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the City or its employees, by an approved written change in the scope from the original Contract Documents, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's reasonable control, or by delay authorized by the City pending negotiation or by any cause which the City shall reasonably decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may reasonably decide. The Contractor must provide the City with written notice of any delay claims and no extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) claim is necessary. With the exception of an approved written change in the scope from the original Contract Documents, the Contractor's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and Contractor specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by Contractor due to a delay in completion of the work. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

Article 3. PAYMENT PROCEDURES

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the work pursuant to City approved work order and/or Purchase Order (if applicable). Contractor's invoices shall be submitted to:

City of Lake Worth Beach
Attn: Finance Department
7 N. Dixie Highway
Lake Worth Beach, FL 33460

The City's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved, the City will make payment in accordance with the Contract Documents. If not approved, the City will notify the Contractor within twenty (20) business days of the City's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 Except as may otherwise be agreed by the City in a City issued Purchase Order, payment to the Contractor under a work order or Purchase Order shall be made pursuant Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, once approved by the City's Contract Administrator. The City will withhold five percent (5%) of each payment to the Contractor as retainage until fifty percent (50%) of the services or work is completed. After fifty percent (50%) of the services or work is completed, upon written request from the Contractor, the City's Contract Administrator or designee may agree in writing with the Contractor to release a portion of the retainage not to exceed fifty percent (50%) of the total retainage amount. Within twenty (20) business days of the finalization of the punch-list described below and upon receipt of a payment request from the Contractor, the City will pay the Contractor all retainage held less an amount equal to 150% of the estimated cost to complete the items on the punch-list. Upon completion of all items on the finalized punch-list, the Contractor may submit a request for release of all retainage.

3.3 *Punch-List.* In accordance with section 218.735(7), Florida Statutes, at least ten (10) days prior to reaching substantial completion, the Contractor shall create a proposed punch-list of items that must be completed by the Contractor prior to submitting its final payment request. The Contractor's proposed punch-list must include all items of work which remain to be completed and the estimated cost to complete each work item on the list. Upon receipt of the Contractor's proposed punch-list, the City will have ten (10) days to review, make modifications, or agree to the proposed punch-list. If the City does not make any modifications to the Contractor's proposed punch-list within ten (10) days of receipt, the proposed punch-list will be deemed accepted by the City. The City's Contract Administrator or designee will resolve any disputes in the punch-list and determine the final punch-list for the parties no later than 30-days from the date the Contractor is determined to have reached substantial completion. Once the punch-list is accepted by the City and finalized by the City's Contract Administrator or designee, the final punch-list will be delivered to the Contractor. Thereafter, the Contractor will have thirty (30) days to complete all items on the finalized punch-list and all Work (unless additional time is provided in the Contract Documents for final completion). The failure of either party to include any corrective work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents (or applicable work order). The Contractor's proposed punch-list and responses by the City shall be by written notice provided in the same manner as the Change Orders identified in paragraph 3.5 below.

3.4 FINAL PAYMENT. Upon final completion and acceptance of the services and work in accordance with the Contract Documents (including all punch-list items and settlement of all claims, including liquidated damages) and final inspection by the appropriate agency with jurisdiction over the project (if other than the City), the Contractor shall submit a "final invoice" to the City. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all

work and services under the Contract Documents have been properly completed and all charges have been invoiced to the City. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the City shall pay the remainder of the amount owed to the Contractor under the applicable work order or Purchase Order including any amount held as retainage.

Notwithstanding the foregoing, the City shall not be required to pay the Contractor, or release any amount of retainage to the Contractor, and is authorized to set-off any amount that is subject of a good faith dispute made in writing, the subject of a claim brought pursuant to section 255.05, Florida Statutes, is the subject of a written claim or demand by the City, or as otherwise authorized under the Contract Documents.

Final payment shall not become due until the Contractor and all of its subcontractors submit to the City releases and waivers of liens, consent of surety, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the applicable work order or Purchase Order.

3.5 CHANGE ORDER REQUESTED BY CITY THAT CHANGES CONTRACT PRICE.

Pursuant to section 218.755, Florida Statutes (2025), for any Change Order(s) where there is an addition and/or revision in the work that increases the applicable work order or Purchase Order price and said addition and/or revision is requested by the City, the Contractor shall complete the Change Order form (attached as **Exhibit "F"** hereto and incorporated by reference), execute the form, and submit the form to the City's Contract Administrator with all supporting documentation attached including but not limited to all necessary permitting information, drawings, and specifications. The supporting documentation shall include any price quote(s) or other documentation establishing the increase in the price (and any related extension of the time), including but not limited to, the cost of the additional work and/or revised work.

Upon receipt of the completed and executed Change Order form from the Contractor, the City's Contract Administrator will review the same and either deny the Change Order or process the Change Order for approval. **The City will send a written notice to the Contractor within thirty-five (35) days after receipt of the properly completed and executed Change Order form as to whether the same has been approved or denied.**

If the Change Order is denied, the City will specify in the written notice to the Contractor any alleged deficiencies in the Change Order and the actions necessary for the Contractor to remedy the same. If the City timely notifies the Contractor that a Change Order is denied (or the Change Order form submitted by the Contractor otherwise fails to conform to all statutory requirements or the requirements set forth herein), the Contractor may resubmit the completed and executed Change Order form after all deficiencies have been corrected and the timeframe set forth herein for the City's written notice of approval or denial will start anew.

If the Change Order is approved, the Contractor shall include the additional and/or revised work covered by the Change Order in the appropriate pay application for payment consistent with the Contract Documents.

If the City fails to provide a timely written notice to the Contractor as set forth in this paragraph and the Change Order form is properly submitted, completed, and executed by the Contractor as required by statute and the Contract Documents, the Change Order will be deemed approved and the Contractor shall be paid for the additional and/or revised work covered by the Change Order once the additional and/or revised work is completed.

The Contractor shall submit the completed and executed Change Order form to the City's Contract Administrator by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of

hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth in this Agreement.

The City shall send the City's written notice required in this paragraph to the Contractor's representative by: (1) email (with delivery and read receipt requested and delivery receipt received); (2) by hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

All other change proposals or Change Orders for only an increase in the time or for other matters shall be handled in accordance with the Contract Documents. However, all Change Orders shall contain the following language in order to be approved by the City:

The Contractor and the City agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the work as modified herein as of the date of this CHANGE ORDER.

By approving this Change Order, the Contractor releases any and all claims that it may have against the City under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the City prior to the effective date of this CHANGE ORDER.

3.7 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under the Contract Documents. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Contractor shall comply with all applicable laws in the provision of services under the Contract Documents. The Contractor agrees that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City. All of the Contractor's personnel (and all subcontractors) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by City to Contractor of the cause for such replacement. All work performed by a subcontractor will be at cost to the City without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any services. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

Article 5. INDEMNITY AND INSURANCE.

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage,

equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of the Contract Documents. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of the Contract Documents and shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract Documents.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification or any other provision in the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE: Prior to commencing any work, the Contractor shall provide proof of insurance coverage as required in the IFB. All such insurance policies may not be modified or terminated without the express written authorization of the City. Failure to comply with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the Contract Documents. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the Contract Documents and/or performance of the work. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

Article 6. REIMBURSEMENT OF ENGINEER EXPENSES.

Should the completion of a work order or Purchase Order be delayed beyond the specified or adjusted time limit, Contractor shall reimburse the City for all expenses of engineering and inspection incurred by the City during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the City will be charged to Contractor and be deducted from payments due Contractor as provided by the Contract Documents. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages as provided for in an applicable work order or Purchase Order.

Article 7. PUBLIC CONSTRUCTION BOND.

If the City approves a work order which exceeds \$200,000 in total construction cost, the Contractor must provide the City with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a certified copy of the recorded bond must be provided to the City prior to the Contractor providing any services under the work order. The City reserves the right to request a bond for any work order which is less than \$200,000. The cost of the bond shall be a direct pass through cost to the City without any mark-up by the Contractor.

The public construction bond shall be on forms attached hereto as **Exhibit "D"** or substantially similar as approved by the City. The bond shall be in an amount not less than the total work order price and shall incorporate by reference the terms of the Contract Documents in their entirety.

To be acceptable to the City, a Surety Company shall comply with the following provisions:

The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

- (a) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (b) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (c) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the Contractor submits its Work Order for City approval.
- (d) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
- (e) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 1. **Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.**
 2. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

Article 8. TERMINATION.

8.1 **TERMINATION BY CITY:** The City may terminate any work order, the Contract and/or the Contract Documents if the Contractor is in default as follows:

- (a) refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;

- (b) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) fails to prosecute the services or work in a timely manner and reasonably be unable to reach substantial completion and/or final completion within the timeframe(s) required;
- (e) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; **or,**
- (f) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the City, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety (if applicable), written notice and five (5) days to cure, terminate the work order, Contract and/or Contract Documents and may:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the City; and,
- (b) finish the work by whatever reasonable method the City may deem expedient.

The Contractor and its surety (if any) shall be liable for any damage to the City, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the City, including but not limited to, and any increased costs incurred by the City in completing the work.

When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the City wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

8.2 TERMINATION BY THE CITY FOR CONVENIENCE

The City may, at any time, terminate the Agreement and Contract Documents for the City's convenience and without cause, which includes but is not limited to a lack of appropriation for all or any remaining amounts on a work order and/or Purchase Order. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

- (a) cease operations as directed by the City in the notice;
- (b) take actions necessary, or that the City may direct, for the protection and preservation of the work; and
- (c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs; however, if the termination for convenience is for a lack of appropriation, the City shall use its best efforts subject to available and appropriated funding to pay the Contractor for costs incurred by reason of such termination for convenience including termination payments to subcontractor and demobilization costs.

Article 9. TAXES AND DIRECT PURCHASES.

9.1 TAXES: The City is exempt from payment of Florida State Sales and Use Tax. The Contractor is not authorized to use the City's Tax Exemption Number unless approved in writing.

9.2 DIRECT PURCHASES: For certain projects, the City may seek to make direct purchases of equipment or materials to be used by the Contractor. Pursuant to Section 212.08(6), Florida Statutes, and the Fla. Admin. Code Ann. R. 12A-1.094 and 12A-1.038, the Parties agree to the following procedure regarding the City's direct-purchase from vendors of certain equipment and materials to be used in specific projects:

9.2.1 The City reserves the right, at the City's option, to direct purchase equipment and materials involved in a specific project, including subcontracts, if any so as to save the sales tax which would otherwise have been due with regard to the same. The Contractor and its subcontractors shall comply with the City's direct purchase procedures, including but not limited to those listed below.

9.2.2 As specifically set forth in a City issued work order, within 30 days (or other time as specified in the work order), the Contractor will present a list of direct purchase equipment for the City's consideration which will include the recommended vendors' name; the price quotes from all vendors provided to the Contractor; and, any terms and conditions the Contractor has negotiated with the recommended vendors. The City will then inform the Contractor as to which equipment it will direct purchase. In the event the City fails to exercise its option to direct purchase equipment and identify which equipment is to be purchased by the City within thirty (30) calendar days of receipt of the list from the Contractor, the City shall waive its right to direct purchase any and all equipment to be used in completion of the work under the applicable work order.

9.2.3 The Contractor is responsible for selecting each direct purchase vendor, subject to City approval. The Contractor is responsible for specifications, equipment receipt, inspecting shipments, and assuring that the equipment is in accordance with the work order and the Contractor's specifications. The Contractor is also responsible for providing the City with enough advance notice of when the direct purchase equipment will need to be ordered and delivered. In absence of the Contractor's receipt of a written notice of City's disapproval of a vendor within thirty (30) calendar days of City's receipt of the vendor/material list referenced in 9.2.2, the City shall be deemed to have waived any and all objections thereto.

9.2.4 The Contractor shall retain all responsibility for installing all equipment relating to the work and for maintaining the construction schedule so long as the City timely orders and pays for the correct direct purchase equipment. The City's direct purchase mechanism to effectuate tax savings in no way effects the obligation of the Contractor to meet all of the terms and conditions and all provisions and technical specifications of the Contract Documents. The Contractor shall be responsible for insuring all equipment once the equipment is in its care, custody and control, regardless of whether directly purchased by City.

9.2.5 The City will issue a direct purchase order to the vendor of the direct purchase equipment at the price proposed in the Contractor's or its subcontractor's bid, less sales tax. The City will promptly send a copy of the issued purchaser order to the Contractor.

9.2.6 It will be the Contractor's primary responsibility to properly expedite and follow up on direct purchase orders, thereby assuring delivery of the equipment as ordered and at the time and place needed by the Contractor to complete the work in accordance with the work order and construction schedule. To the extent required by the Contractor, the City shall cooperate with all requests of the Contractor related to the expedition of and follow up on direct purchase orders.

9.2.7 The Contractor shall take delivery, unload, and install the equipment purchased on the direct purchase order in accordance with the work order and the Contract Documents with the vendor to repair, replace, and make good any defect without cost to the City, until such time as the work has been completed and accepted by City in accordance with the Contract Documents. The City, with assistance from the Contractor, will be responsible for undertaking and completing any returns of direct purchase equipment as requested by the Contractor and working with the vendor to effectuate any credits or warranties for the returned equipment (if applicable). Any returns not replaced shall be credited to City and acknowledged by a supplement to the direct purchase order and, if applicable, amendment to the Contract Sum. The Contractor shall not be responsible for warranting the direct purchase equipment to the City; however, the Contractor shall be responsible for facilitating the vendor's warranty of the direct purchase equipment until final completion and the Contractor shall be responsible for warranting the work to install and/or incorporate the equipment. The Contractor shall maintain records of all direct purchases received and incorporated into the work and provide the City with a monthly accounting until all direct purchase items that are received and accepted for inclusion in the specific project.

9.2.8 When delivery of a direct purchase order is complete, or a payment is to be made on a partial shipment, the Contractor will timely submit to City the documentation supporting the equipment received. Invoices for direct purchase orders will be sent by the direct purchase vendor directly to City's Finance Department, with all such invoices addressed to and in the name of the City. The City's Finance Department will forward invoices to the City's Contract Administrator. The City's Contract Administrator will forward the invoices to the Contractor to verify delivery and sign the invoice and associated documentation supporting the amount of the payment. The City will make timely payment to all vendors in compliance with each vendor's payment procedures. The City will take title to all equipment ordered through direct purchase upon or at the time of purchase. The Contractor will assist City in assuring prompt payment by supplying the vendor's FEI numbers, addresses, phone numbers, etc. All payments will be made in accordance with the Florida Prompt Payment Act.

Article 10. WARRANTY

10.1 Unless otherwise provided elsewhere in the Contract Documents, all materials and equipment incorporated into any work shall be new unless specified otherwise, and all workmanship shall be in accordance with the Contract Documents including any applicable construction drawings and specifications.

10.2 Unless otherwise provided in the Contract Documents, the Contractor warrants all equipment, materials, and labor furnished, or performed under the Contract Documents against defects in design, materials and workmanship, conforms to the Contract Documents and manufacturers' published requirements, and has been installed by properly licensed and qualified personnel for a period of twelve months (unless longer guarantees or warranties are provided for elsewhere in the Contract Documents in which case the longer periods of time shall prevail) from and after final completion of the work, regardless of whether the same were furnished or performed by the Contractor or by any of its subcontractors or other persons utilized by the Contractor in the performance of the work. If the City desires to utilize a portion of the work prior to final completion, the City and Contractor shall agree to a date for the warranty to commence for that portion of the work prior to the City utilizing a portion of the work. If an agreement is not reached, the warranty shall commence at final completion.

10.3 Upon receipt of written notice from the City of any non-conforming work or any defect in any such equipment, materials, or labor during the applicable warranty period, the Contractor shall correct, repair, replace, or otherwise remedy, at its sole cost and expense, any nonconforming or defective work discovered, including all associated access, removal, reinstallation, patching, finishing, testing, and re-inspection necessary to deliver conforming work at a time and in a manner acceptable to the City.

10.4 Should the Contractor fail to promptly make the necessary repair, replacement, and tests, City may perform or cause to be performed the same at Contractor's expense. The Contractor shall perform such tests as City may require verification that such repairs and replacements comply with the requirements of the Contract Documents. All costs incidental to such repair, replacement, and testing, including the removal, replacement, and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by the Contractor.

10.5 The Contractor shall commence work to remedy or replace the defective, deficient work within five (5) calendar days after receiving written (including transmittals by email) notice from the City. If the Contractor fails to remedy or remove or replace that work or material which has been found to be defective, then the City may remedy or replace the defective or deficient Work at the Contractor's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within forty-eight (48) hours of notification, and the Contractor shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Contractor shall immediately pay the expenses incurred by the City for remedying the defects. If the City is not paid within ten (10) calendar days, the City may pursue any and all legal or equitable remedies it may have against the Contractor.

10.6 The Contractor is required to provide a designated telephone number for warranty related emergencies which occur outside the normal workday. The Contractor is solely responsible for ensuring that all warranty work is completed in the manner described above. If the City agrees, in writing, a subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Contractor of its responsibility.

10.7 The terms of this section shall not modify, restrict or limit the City's other available remedies or restrict, limit or be construed as the sole or exclusive remedy for defective performance or failure to meet all of Contractor's obligations under the Contract Documents. This section shall not relieve the Contractor of its responsibilities for the performance of the original work in accordance with the requirements of the Contract Documents and will not limit the City's remedies at law, in equity or under the Contract Documents. Additionally, the terms of a later signed manufacturer's warranty shall not modify or abridge the Contractor's warranties (express or implied), Contractor's performance, or Contractor's duties and liabilities under the Contract Documents and the warranties therein and shall not limit or restrict the City's remedies or damages at law, in equity, or under Contract Documents.

10.8 The Contractor shall deliver to City all original manufacturer and trade warranties and guarantees, properly executed and assignable to City, with effective dates not earlier than Substantial Completion (unless required for startup/commissioning). The Contractor remains responsible for coordinating and pursuing manufacturer remedies until final completion of the work; use of a manufacturer's warranty does not relieve the Contractor of obligations under the Contract Documents.

10.9 The Contractor shall maintain records of each warranty claim, proposed remedy, dates of response, permits/inspections (if any), and completion confirmation, and shall promptly submit a closeout report upon completion of corrective work to the City (but no later than ten (10) business days).

10.10 For avoidance of doubt, the provisions of this section shall survive the termination or expiration of the Contract Documents.

Article 11. INFRINGEMENT INDEMNITY.

11.1 The Contractor will defend or settle at its expense a claim or suit brought by a third party against the City arising out of a claim asserting that the services, work, repair, materials or other deliverables

("deliverables" hereafter) provided by the Contractor under the Contract Documents (if any) infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. The Contractor will indemnify and hold harmless the City against and from damages, costs, and attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) the Contractor is promptly notified in writing of such claim or suit, (ii) the Contractor will have the sole control of the defense and settlement thereof, and (iii) City furnishes the Contractor, on reasonable request, information available to City for such defense. The City will not admit any such claim without prior consent of the Contractor.

a. In the event of a claim of infringement, the Contractor shall, at its option:

1. procure for City the right to continue using the deliverables provided under the Contract Documents; or
2. replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.
3. If neither of the above actions is reasonably feasible, the Contractor will refund to City the fee actually paid by City under the Contract Documents (as amortized on a straight-line basis over the time in which the City was able to use the deliverables.

b. The Contractor will have no obligation under this section for infringement if and to the extent that such claim arises from:

1. modification of the deliverables other than by the Contractor or by its recommendation; or
 2. combination of the deliverables with products other than those supplied by the Contractor;
- and,
3. the alleged infringement or misappropriation relates to such modification or combination.

c. The Contractor will also not have any indemnification obligation with respect to a claim: (i) if it has provided City with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by City within a reasonable time or (ii) arising out use of the deliverables not in accordance with the Contract Documents.

d. The Contractor's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the Contractor whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of the Contract Documents.

Article 12. MISCELLANEOUS.

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

12.2 Additional work and/or changes to a work order's price and/or time, is subject to the City's prior written approval. Only the City Manager and City Commission (based on the procurement code) have the authority to approve such additional work and changes.

12.3 The headings contained in the Contract Documents are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof.

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

12.5 This Agreement (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement and any issued work order or Purchase Order may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement or an issued work order or Purchase Order shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement or issued work order or Purchase Order.

12.6 This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

12.7 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (c) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

12.8 This Contract Documents shall create no rights or claims whatsoever in any third party.

12.9 If any one or more of the provisions of the Agreement or the other Contract Documents shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

12.10 The effective date of this Agreement is the date the Agreement is approved by the City Commission.

12.11 Public Records: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.

(d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION CITY CLERK, (561) 586-1662 OR CITYCLERK@LAKEWORTHBEACHFL.GOV OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

12.12 This Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

12.13 In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

12.14 If any legal action or other proceeding is brought for the enforcement of this Agreement and/or the other Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement and/or the other Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THE CONTRACT DOCUMENTS INCLUDING BUT NOT LIMITED TO ANY COUNTERCLAIMS.**

12.15 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

12.16 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract Documents shall be considered a "Work for Hire" and the exclusive property of the City. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the City all right, title and

interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to City such instruments of transfer and take such other action that City may reasonable request, including, without limitation, executing and filing, at City's expense, copyright applications, assignments and other documents required for the protection of City's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Program. The City grants to the Contractor and Contractor's subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's subcontractors in future projects of the Contractor or Contractor's subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's subcontractor's own risk and without any liability to City. Any modifications made by the City to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.

12.17 Any provision of this Contract Documents which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract Documents shall survive its expiration or earlier termination.

12.18 Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the City:

City of Lake Worth Beach
Attn: City Manager c/o Finance Department/Procurement Division
7 N. Dixie Highway
Lake Worth Beach, FL 33460

and to the Contractor as follows:

Unitec, Inc
Attn: Leslie Gonzalez, Business Manager
480 W 83rd Street
Hialeah, FL 33014

Either party may amend this provision by written notice to the other party.

For notices specifically authorized to be sent via e-mail (e.g., Change Orders), the City's Contract Administrator's names and email addresses are: David Martyniuk- dmartyniuk@lakeworthbeachfl.gov or Marcel Korman- mkorman@lakeworthbeachfl.gov or Alyssa Kirk- akirk@lakeworthbeachfl.gov and the Contractor's email address is: lgonzalez@unitecus.com.

12.19 The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such conflicting interest shall be employed for said performance. The Contractor shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the City shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or

circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Contractor under the terms of this Agreement.

12.20 The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, Contractor shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

12.21 This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other contractors to perform services contemplated by this Agreement without liability to the City.

12.22 PUBLIC ENTITY CRIMES. The Contractor acknowledges and agrees that 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 or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Contractor will promptly advise the City if it becomes aware of any violation of this statute.

12.21 PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

12.22 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of all services and work. This includes being responsible for all precautions for safety of, and reasonable protection to prevent damage, injury or loss to employees performing the services and work and other persons who may be affected thereby; the work, materials and equipment incorporated therein; and other property, equipment or materials at the site or adjacent thereto including, without limitation, trees, shrubs, lawns, sidewalks, pavements, roadways or structures and utilities not designated for removal, relocation or replacement in the course of the work. The Contractor shall comply with and give all notices required by applicable laws, statutes, ordinances, rules and regulations bearing on safety of persons or property, or their protection from damage, injury or loss. The Contractor shall implement, erect and maintain reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards reasonably related to the work or which could arise therefrom. The Contractor shall promptly remedy damage and loss (other than covered by applicable insurance) caused in whole or in part by the Contractor or anyone directly or indirectly employed by or utilized by the Contractor in the performance of the work, which is not attributable to the City's negligence.

12.23 The Contractor agrees that, in all matters relating to this Contract, it will be acting as an independent contractor with exclusive control of the manner and means of performing the work, its obligations and tasks in accordance with the requirements of this Agreement and the Contract Documents. The Contractor has no authority to act or make any agreements or representations on behalf of the City. This Agreement is not intended, and shall not be construed to create, between the City and the Contractor, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of City.

Article 13. SCRUTINIZED COMPANIES

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

13.2 If this Agreement is for one million dollars or more, the Contractor certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if Contractor, or any of its subconsultants are found to have submitted a false certification; or if Contractor or any of its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

Article 14. E-VERIFY

14.1 Pursuant to Section 448.095(5) Florida Statutes, the Contractor shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, Agreement with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- (f) Be aware that if the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of this Agreement.

Article 15. SECTION 787.06 COMPLIANCE

15.1 The Contractor by signing this Agreement as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Article 16. SURVIVABILITY

16.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

IN WITNESS WHEREOF, the City and Contractor have signed this Agreement for Fiber Optic Engineering, Design, Material, Supplies and Installation Services to be executed the day and year shown below.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR:

Unitec, Inc.

By: Leslie Gonzalez

[Corporate Seal]

Print Name: Leslie Gonzalez

STATE OF Florida)
COUNTY OF Miami - Dade)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 26th day of February 2026, by Leslie Gonzalez, as the Business Manager/Secretary [title] of Unitec, Inc. a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Unitec, Inc.** to the same.

Regina Gutierrez
Notary Public Signature

Notary Seal:

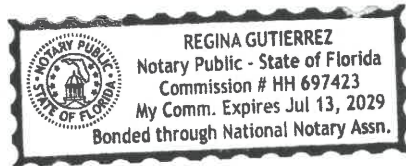


EXHIBIT "A"
SAMPLE WORK ORDER

**AGREEMENT FOR FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND
INSTALLATION (IFB#26-G105)
WORK ORDER NO. _____**

THIS WORK ORDER for Fiber Optic Engineering, Design, Material, Supplies and Installation Services ("Work Order" hereafter) is made on the _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City" hereafter) and **Unitec, Inc.**, a corporation authorized to do business in State of Florida ("Contractor" hereafter).

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the Fiber Optic Engineering, Design, Material, Supplies and Installation Services project generally described as: _____
(the "Project"). The Project is more specifically described in the plans prepared by _____, dated _____, and which are incorporated herein by reference.

2.0 Scope

Under this Work Order, the Contractor will provide the City of Lake Worth Beach with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within _____ **calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within _____ **calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City _____ hundred dollars (\$_____.00) for each day that expires after the time specified in this Work Order.

4.0 Compensation and Direct Purchases

This Work Order is issued for a lump sum, not to exceed amount of \$ _____ (_____). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City: _____

_____.

5.0 Project Manager

The Project Manager for the Contractor is _____, phone: _____; email: _____; and, the Project Manager for the City is _____, phone: _____; email: _____.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

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

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

8.0 Davis-Bacon Act.

Unless agreed to in writing by the City as being exempt, this Work Order is subject to applicable Davis Bacon wages published at the time of the Work Order issuance. The Contractor shall submit the applicable Davis Bacon wages with its proposal attached hereto.

9.0 Authorization

This Work Order is issued pursuant to the Agreement for Fiber Optic Engineering, Design, Material, Supplies and Installation Services between the City of Lake Worth Beach and the Contractor, dated _____, ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Agreement, the terms and conditions of the Agreement shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

By: ___DO NOT SIGN – SAMPLE ONLY___
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: **Unitec, Inc**

By: ___DO NOT SIGN – SAMPLE ONLY___

[Corporate Seal]

Print Name: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2026, by _____, as the _____ [title] of **Unitec, Inc.** a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Unitec, Inc.** to the same.

Notary Public Signature

Notary Seal:

EXHIBIT “B”
Supplemental Conditions
(for issued work orders above \$200,000)
00800
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. The General Conditions may also be supplemented elsewhere in the Contract Documents.

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 Edition) have the meanings assigned to them in the General Conditions.

PART 1 - MODIFICATIONS AND SUPPLEMENTS TO GENERAL CONDITIONS

SC-2.01 Delivery of Bonds and Evidence of Insurance

Delete paragraph 2.01 C. of the General Conditions in its entirety and insert the following in its place:

C. This subsection is not needed.

SC-3.03 Reporting and Resolving Discrepancies

Delete the paragraph 3.03 A.3 in its entirety and insert the following in its place:

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or unless Contractor reasonably should have known of such conflict, error, ambiguity or discrepancy.

SC-4.01 Commencement of Contract Time; Notice to Proceed

Delete the last sentence of paragraph 4.01 A. of the General Conditions and insert the following in its place:

In no event will the Contract Time commence to run later than the 30th day after the day of the Owner’s issuance of a work order.

SC-5.03 Subsurface and Physical Conditions

Delete paragraphs 5.03 A. and 5.03 B. in of the General Conditions in their entirety and insert the following in their place:

5.03 Subsurface and Physical Conditions

A. Reports and Drawings: Division 1: General Requirements of the Specifications shall identify those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the site and drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the site that have been utilized by Engineer in preparation of the Contract Documents. Contractor may rely upon the accuracy of any Technical Data contained in such reports that is specifically referenced in Division 1: General Requirements as Technical Data that can be relied on by Contractor. Except as indicated above, Contractor shall have full responsibility with respect to subsurface and physical conditions at the site.

B. Contractor may rely on the technical data as set forth in subsection A above, but such reports and drawings are not Contract Documents. Except for such reliance on Technical Data, Contractor may not rely upon or

make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. Any Contractor interpretation of or conclusion drawn from any Technical data or any such other data, interpretations, opinions, or information.

SC-5.06 Hazardous Environmental Conditions at Site

Delete paragraphs 5.06 A., 5.06 B. and 5.06 I. in of the General Conditions in their entirety and insert the following in their place:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. This subsection is not needed.
- I. This subsection is not needed.

SC-6.02 Insurance – General Provisions

Add the following language at the end of Paragraph 6.02 C.:

Contractor shall deliver the required certificates of insurance prior to the commencement of any Work at the site. All of the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor shall be "claims made" and contain the name of the Project.

SC-6.03 Contractor's Insurance

Delete the following language in Paragraph 6.03 G.:

G. Additional insureds: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

Add the following new paragraph immediately after Paragraph 6.03 J.:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Worker's Compensation, and related coverages under Paragraphs 6.03 A.1. and 6.03 A.2. of the General Conditions:

State: Statutory

Applicable Federal (e.g. Longshoreman's and Harbor Workers' Compensation, Maritime, Jones Act, etc.): Statutory

-

Employer's liability:

Bodily injury, each accident	\$1,000,000
Bodily injury by disease, each employee	\$1,000,000
Bodily injury/disease aggregate	\$1,000,000

2. Contractor's Commercial General Liability under paragraphs 6.03 B. and 6.03 C. of the General Conditions:

General Aggregate	\$3,000,000
Products and Completed Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000

3. Automobile Liability under paragraph 6.03 D. of the General Conditions:

Combined Single Limit of	\$1,000,000
--------------------------	-------------

4. Excess or Umbrella Liability under paragraph 6.03 E. of the General Conditions:

Per Occurrence	\$If applicable
General Aggregate	\$If applicable

SC-6.04 Owner's Liability Insurance

Delete paragraphs 6.04 A. and 6.04 B. of the General Conditions in their entirety and insert the following in their place:

- A. This Subsection is not needed.
- B. This subsection is not needed.

SC-6.05 Property Insurance

Add the following language at the end of paragraph 6.05 C.:

The maximum deductible amount for any insurance required under paragraph 6.05 shall be \$5,000.00.

SC-6.06 Waiver of Rights

Delete paragraphs 6.06 B. and 6.06 C. of the General Conditions in their entirety and insert the following in their place:

- B. This Subsection is not needed.
- C. This subsection is not needed.

SC-7.01 Supervision and Superintendence

Add the following language at the end of paragraph 7.01 B.:

The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

SC-7.07 Patent Fees and Royalties

Delete paragraph 7.07 B. and insert the following in its place:

- B. This subsection is not needed.

SC-7.08 Permits

Add the following language at the end of paragraph 7.08 A.:

Contractor shall obtain and pay for the following permits, as applicable:

1. City of Lake Worth Beach Building Permit. Include in the bid amount a 3-percent of appropriate items permit fee based on the bid cost. This permit fee amount will be adjusted based on the actual fee charged and the difference credited, as applicable.
2. Any other applicable permits.

SC-10.04 Rejecting Defective Work

Add the following language at the end of paragraph 10.04 A.:

- A. Engineer also has the authority to disapprove or reject Work which Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. This authority may be assumed by the Owner if no Engineer is identified.

SC-11.04 Change of Contract Price

Delete paragraphs 11.04 C.2.c. and 11.04 C.2.e. in their entirety and insert the following in their place:

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be fifteen percent;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to ten percent of such net decrease; and

SC-13.03 Unit Price Work

Delete paragraph 13.03 E. in its entirety and insert the following in its place:

- E. Contractor may not make a claim for additional expenses incurred as a result of a difference between final quantity of any item(s) of Unit Price Work and the estimated quantity of such item(s) in the Contract Documents, unless specifically allowed in the Bid Form and supported by documentation of such final quantity of any item(s) of Unit Price. Any adjustments specifically allowed shall be made in accordance with directions in the Bid Form.

SC-16.03 Owner May Terminate for Convenience

Add the following new paragraph immediately after paragraph 16.03 B.:

If a court of competent jurisdiction finds that the Owner wrongfully terminated this Contract, then in such event, this Contract shall be deemed terminated for convenience as provided for in this paragraph, and the Contractor shall not be entitled to loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination but may be entitled to all items as authorized herein

END OF SECTION

EXHIBIT "C"
(Schedule of Unit Prices-7 Pages)

(B4)

**IFB #26-G105
Fiber Optic Engineering, Design, Material, Supplies and
Installation Term Contract**

SCHEDULE OF UNIT PRICES

In order to evaluate the bid submissions, each Bidder must identify the unit prices for the work set forth in the Scope of Work. All prices must include all labor, materials (except where noted otherwise) overhead, profit, etc. In the event additional work is added to the contract by Change Order, the following unit prices will be utilized (as applicable).

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
LABOR			
1.	Engineering Florida PE Services – Hourly Rate	HR	\$ <u>250.00</u>
2.	Engineer (non-PE) – Hourly Rate	HR	\$ <u>200.00</u>
3.	CADD Operator – Hourly Rate	HR	\$ <u>30.00</u>
4.	Clerical Support Services – Hourly Rate	HR	\$ <u>20.00</u>
5.	Commercial Cable – Electronics Technician – Hourly Rate	HR	\$ <u>45.00</u>
6.	Commercial Cable Installer – Hourly Rate	HR	\$ <u>35.00</u>
7.	Commercial Duct Installer – Hourly Rate	HR	\$ <u>30.00</u>
8.	Tree Trimming – Hourly Rate	HR	\$ <u>75.00</u>
9.	OSP ROW Strand Mapping	MILE	\$ <u>1,584.00</u>
10.	OSP ROW Design and Permitting	MILE	\$ <u>3,640.00</u>
11.	OSP GPS Survey	MILE	\$ <u>600.00</u>
12.	OSP GIS Technician	MILE	\$ <u>300.00</u>

CONSTRUCTION – UNDERGROUND			
13.	Conduit – 2" placed at 24", machine trenched (Furnished and Installed)	LF	\$ <u>7.23</u>
14.	Conduit – 4" placed at 24", machine trenched (Furnished and Installed)	LF	\$ <u>10.25</u>
15.	Conduit – 6" placed at 24", machine trenched (Furnished and Installed)	LF	\$ <u>14.01</u>
16.	Conduit – 2" placed at 36", machine trenched (Furnished and Installed)	LF	\$ <u>8.23</u>
17.	Conduit – 4" placed at 36", machine trenched (Furnished and Installed)	LF	\$ <u>11.25</u>
18.	Conduit – 6" placed at 36", machine trenched (Furnished and Installed)	LF	\$ <u>15.01</u>
20.	Conduit – 2" placed at 24" hand trenched (Furnished and Installed)	LF	\$ <u>7.23</u>
21.	Conduit – 4" placed at 24" hand trenched (Furnished and Installed)	LF	\$ <u>10.25</u>
22.	Conduit – 6" placed at 24" hand trenched (Furnished and Installed)	LF	\$ <u>14.01</u>
23.	Conduit – 2" placed at 36", hand trenched (Furnished and Installed)	LF	\$ <u>8.23</u>
24.	Conduit – 4" placed at 36", hand trenched (Furnished and Installed)	LF	\$ <u>11.25</u>
25.	Conduit – 6" placed at 36", hand trenched (Furnished and Installed)	LF	\$ <u>15.01</u>
26.	Placement – 2" HDPE, Directional Bore (Furnished and Installed)	LF	\$ <u>15.05</u>
27.	Placement – 4" HDPE, Directional Bore (Furnished and Installed)	LF	\$ <u>21.29</u>
28.	Placement – 6" HDPE, Directional Bore (Furnished and Installed)	LF	\$ <u>32.17</u>
29.	Placement – 2" RGS (Furnished and Installed)	LF	\$ <u>21.15</u>
30.	Placement – 4" RGS (Furnished and Installed)	LF	\$ <u>52.87</u>
31.	Placement – 6" RGS (Furnished and Installed)	LF	\$ <u>120.98</u>
32.	Placement – 2" Fiberglass, Bridge mount (Furnished and Installed)	LF	\$ <u>138.18</u>
33.	Placement – 4" Fiberglass, Bridge mount (Furnished and Installed)	LF	\$ <u>168.24</u>
34.	Placement – 6" Fiberglass, Bridge mount (Furnished and Installed)	LF	\$ <u>224.60</u>

35.	Detection – Detectable Tracer Wire (Furnished and Installed)	LF	\$ <u>0.66</u>
36.	Detection – Detectable Marking Tape (Furnished and Installed)	LF	\$ <u>0.56</u>
37.	Detection – Jet Line (Furnished and Installed)	LF	\$ <u>0.51</u>
38.	ROW Detection – ROW Delineator Marker Post, orange, 6' (Furnished and Installed)	EACH	\$ <u>106.77</u>
39.	Cable Route Markers - Tubular, Type III HDPE	EACH	\$ <u>76.77</u>
FIBER OPTIC CABLES			
40.	FO Cable – 12 fiber, Single-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	LF	\$ <u>1.75</u>
41.	FO Cable – 12 fiber, Single-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	LF	\$ <u>2.29</u>
42.	FO Cable – 24 fiber, Single-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	LF	\$ <u>1.92</u>
43.	FO Cable – 24 fiber, Single-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	LF	\$ <u>2.50</u>
44.	FO Cable – 48 fiber, Single-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	LF	\$ <u>2.13</u>
45.	FO Cable - 48 fiber, Single-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	LF	\$ <u>2.97</u>
46.	FO Cable – 72 fiber, Single-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	LF	\$ <u>2.37</u>
47.	FO Cable – 72 fiber, Single-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	LF	\$ <u>2.89</u>
48.	FO Cable – 96 fiber, Single-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	LF	\$ <u>2.69</u>
49.	FO Cable – 96 fiber, Single-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	LF	\$ <u>3.15</u>
50.	FO Cable – 144 fiber, Single-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	LF	\$ <u>3.58</u>
51.	FO Cable – 144 fiber, Single-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	LF	\$ <u>4.34</u>

52.	FO Cable – 12 fiber, Multi-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	LF	\$ <u>6.18</u>
53.	FO Cable – 12 fiber, Multi-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	LF	\$ <u>5.90</u>
54.	FO Cable – 24 fiber, Multi-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	LF	\$ <u>8.41</u>
55.	FO Cable – 24 fiber, Multi-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	LF	\$ <u>9.10</u>
56.	FO Cable – 24 fiber, Single-mode, All Dielectric Self Supporting Construction, Aerial Placement (Furnished and Installed)	LF	\$ <u>2.45</u>
57.	FO Cable – 48 fiber, Single-mode, All Dielectric Self Supporting Construction, Aerial Placement (Furnished and Installed)	LF	\$ <u>2.81</u>
58.	FO Cable – 96 fiber, Single-mode, All Dielectric Self Supporting Construction, Aerial Placement (Furnished and Installed)	LF	\$ <u>3.99</u>
59.	FO Cable – 144 fiber, Single-mode, All Dielectric Self Supporting Construction, Aerial Placement (Furnished and Installed)	LF	\$ <u>4.69</u>
60.	FO Cable – 24 fiber, Single-mode, Riser Rated Construction (Furnished and Installed)	LF	\$ <u>4.97</u>
61.	FO Cable – 48 fiber, Single-mode, Riser Rated Construction (Furnished and Installed)	LF	\$ <u>10.56</u>
62.	FO Cable – 96 fiber, Single-mode, Riser Rated Construction (Furnished and Installed)	LF	\$ <u>23.49</u>
63.	FO Cable – 12 fiber, Multi-mode, Riser Rated Construction (Furnished and Installed)	LF	\$ <u>4.36</u>
64.	FO Cable – 24 fiber, Multi-mode, Riser Rated Construction (Furnished and Installed)	LF	\$ <u>8.79</u>
65.	FO Cable – 12 fiber, Single-mode, Plenum Rated Construction (Furnished and Installed)	LF	\$ <u>2.85</u>
66.	FO Cable – 24 fiber, Single-mode, Plenum Rated Construction (Furnished and Installed)	LF	\$ <u>4.16</u>
67.	FO Cable – 48 fiber, Single-mode, Plenum Rated Construction (Furnished and Installed)	LF	\$ <u>9.09</u>

68.	FO Cable – 96 fiber, Single-mode, Plenum Rated Construction (Furnished and Installed)	LF	\$ <u>19.55</u>
69.	FO Cable – 12 fiber, Multi-mode, Plenum Rated Construction, Tight Buffer (Furnished and Installed)	LF	\$ <u>4.17</u>
70.	FO Cable – 24 fiber, Multi-mode, Plenum Rated Construction, Tight Buffer (Furnished and Installed)	LF	\$ <u>6.91</u>
71.	FO Cable – 24 count Hybrid Fiber, 12 Multi-mode Fiber, 12 Single-mode Fiber, Plenum Rated Construction (Furnished and Installed)	LF	\$ <u>6.91</u>
72.	FO Cable – 48 count Hybrid Fiber, 24 Multi-mode Fiber, 24 Single-mode Fiber, Plenum Rated Construction (Furnished and Installed)	LF	\$ <u>9.09</u>
OPTICAL SPLICING & TERMINATION			
73.	FO Cable – 12 fiber, Single-mode or Multi-mode, Termination, Wall/Rack Cabinet, trays, pigtails, splices, tests (Furnished and Installed)	EACH	\$ <u>1,703.45</u>
74.	FO Cable – 24 fiber, Single-mode or Multi-mode, Termination, Wall/Rack Cabinet, trays, pigtails, splices, tests (Furnished and Installed)	EACH	\$ <u>2,303.83</u>
75.	FO Cable – 48 fiber, Single-mode or Multi-mode, Termination, Wall/Rack Cabinet, trays, pigtails, splices, tests (Furnished and Installed)	EACH	\$ <u>3,773.99</u>
76.	FO Cable – 72 fiber, Single-mode or Multi-mode, Termination, Wall/Rack Cabinet, trays, pigtails, splices, tests (Furnished and Installed)	EACH	\$ <u>4,891.24</u>
77.	FO Cable – 96 fiber, Single-mode or Multi-mode, Termination, Wall/Rack Cabinet, trays, pigtails, splices, tests (Furnished and Installed)	EACH	\$ <u>6,217.41</u>
78.	FO Cable – 144 fiber, Single-mode or Multi-mode, Termination, Wall/Rack Cabinet, trays, pigtails, splices, tests (Furnished and Installed)	EACH	\$ <u>8,818.36</u>
79.	FO Cable – 06 fiber, Single-mode, Buffer fan-out kit (Furnished and Installed)	EACH	\$ <u>523.71</u>
80.	FO Cable – 12 fiber, Single-mode, Buffer fan-out kit (Furnished and Installed)	EACH	\$ <u>705.50</u>
81.	FO Connector – ST type, Multi-mode, Unicam connector (Furnished and Installed)	EACH	\$ <u>36.08</u>
82.	FO Connector – ST type, Single-mode, Unicam connector (Furnished and Installed)	EACH	\$ <u>35.58</u>

83.	FO Closure – Splice Closure, 12 fiber, Aerial or UG installation, trays, splices, tests (Furnished and Installed)	EACH	\$ <u>1,427.25</u>
84.	FO Closure – Splice Closure, 24 fiber, Aerial or UG installation, trays, splices, tests (Furnished and Installed)	EACH	\$ <u>1,787.25</u>
85.	FO Closure – Splice Closure, 48 fiber, Aerial or UG installation, trays, splices, tests (Furnished and Installed)	EACH	\$ <u>2,507.25</u>
86.	FO Closure – Splice Closure, 72 fiber, Aerial or UG installation, trays, splices, tests (Furnished and Installed)	EACH	\$ <u>2,795.25</u>
87.	FO Closure – Splice Closure, 96 fiber, Aerial or UG installation, trays, splices, tests (Furnished and Installed)	EACH	\$ <u>3,562.73</u>
88.	FO Closure – Splice Closure, 144 fiber, Aerial or UG installation, trays, splices, tests (Furnished and Installed)	EACH	\$ <u>4,570.73</u>
89.	FO Splice – OTDR Test any wavelength, one direction, bare fiber	EACH	\$ <u>30.00</u>
90.	FO Closure – Splice Tray, Fusion Heatshrink, 12 fiber, 12" size (Furnished and Installed)	EACH	\$ <u>73.76</u>
91.	FO Closure – Splice Tray, Fusion Heatshrink, 24 fiber, 12" size (Furnished and Installed)	EACH	\$ <u>87.95</u>
92.	FO Splice – Fusion Splice, Heat Shrink <0.04 Db, OSP, including pigtail as needed (Furnished and Installed)	EACH	\$ <u>85.92</u>
93.	OSP Aerial – Messenger Cable, ¼" (Furnished and Installed)	LF	\$ <u>3.07</u>
94.	OSP Aerial – Remove Messenger Cable, ¼"	LF	\$ <u>0.50</u>
PULL BOXES			
95.	Pull Box – Concrete, 4'H x 4'W x 4'D, with Steel Lid (Furnished and Installed)	EACH	\$ <u>10,276.00</u>
96.	Pull Box – Composite construction, 24"H x 36"W x 24"D, with Composite Lid (Furnished and Installed)	EACH	\$ <u>1,262.00</u>
97.	Pull Box – Composite construction, 24"H x 36"W x 24"D, Traffic Rated, with Composite Traffic Rated Lid (Furnished and Installed)	EACH	\$ <u>3,987.00</u>

98.	Pull Box – Composite construction, 17”H x 30”W x 12”D, with Composite Lid (Furnished and Installed)	EACH	\$ <u>762.50</u>
99.	Pull Box – Composite construction, 17”H x 30”W x 12”D, Traffic Rated, with Composite Traffic Rated Lid (Furnished and Installed)	EACH	\$ <u>2,657.90</u>
100.	Pull Box Apron – for a 24” x 36” pull box measuring 12”W x 6”D (Furnished and installed)	EACH	\$ <u>968.75</u>

Bidder: Unitec Inc.

Address: 480 W 83rd Street City: Hialeah ST FL Zip 33014

Phone: (305) 947-5226 Ext. 102 Email: lgonzalez@unitecus.com

Print Name: Leslie Gonzalez Title: Business Manager

SIGNATURE:  Date: January 5, 2026

EXHIBIT "D"
PUBLIC CONSTRUCTION BOND FORMS

Record and Return to:

CITY OF LAKE WORTH BEACH
PAYMENT AND PERFORMANCE BOND
(Pursuant to sec. 255.05, Fla. Stat.)

Surety Bond No. _____

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

CONTRACTOR:

Name:

Principal Business Address:

Telephone Number:

SURETY:

Name:

Principal Business Address

Telephone Number:

OWNER:

City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, FL 33460
(561) 586-1600

CONTRACT: System Hardening and Reliability Improvement Program

Contract Work Order No:

Date:

Amount:

Description (Name and Location):

General Description of Work:

BOND

Date (not earlier than Work Order Date):

Amount:

Modifications to this Bond Form:

This Bond is issued in favor of the City of Lake Worth Beach/Owner conditioned on the full and faithful performance of the Contract.

1. Contractor has entered into Project No. _____ with the City for the project titled "_____" (the "Contract"), with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits and incorporated documents (hereinafter, collectively, the "Contract Documents") is by reference made a part hereof for the purposes of explaining this bond.

2. Principal and Surety are bound to the Owner in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

3. THE CONDITION OF THIS BOND is that if Principal:

a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents, which are made a part of this bond by reference; and

b. In accordance with sec. 255.05 and sec. 337.18, Florida Statutes, promptly makes payments to all persons, defined in sec. 713.01, Florida Statutes, who furnish labor, services or materials for prosecution of the work set forth in the Contract Documents described above; and

c. Pays Owner all losses, damages (including liquidated damages), expenses, costs, and professional fees, including but not limited to attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

4. Section 255.05, Fla. Stat., as amended, together with all notice and time provisions contained therein, is incorporated herein by reference.

5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in secs. 255.05(2) and (10), Fla. Stat., and those of sec. 337.18, Fla. Stat.

6. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract Documents or the changes does not affect Surety's obligation under this bond, and Surety waives notice of such changes.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida, and not elsewhere.

Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Performance and Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Signed and sealed this _____ day of _____, 20__.

Witness

(Corporate Seal)

Witness

Principal

Title

Surety

Attorney-in-Fact
(Attach Power of Attorney)

Print Name

(Corporate Seal)

EXHIBIT "E"

Federal Contract Provisions with GRIP Terms

The words "contract" and "agreement" are used interchangeably throughout this document.

The Contractor hereby agrees that the following terms, at a minimum, will be incorporated into any subsequent contract resulting from this solicitation, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants must be US Citizens.

Equal Employment Opportunity. During the performance of the resulting contract, the Contractor agrees as follows:

- (1) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (2) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (3) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (4) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (5) In the event of the Contractor's noncompliance with the clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (6) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant

so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. DOJ, the State of Florida, or the CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the CITY, and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Suspension and Debarment.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification, as laid out in Exhibit I, is a material representation of fact relied upon by the CITY. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered materials.

- (i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- (ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Access to Records.

- (1) The Contractor agrees to provide the State of Florida, the CITY, the DOJ Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the CITY and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the DOJ Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific DOJ pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.

By signing this agreement, the Contractor acknowledges that federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

Domestic preferences for procurements.

- (1) As appropriate and to the extent consistent with law, the Contractor should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (2) For purposes of this section:
- (a) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.

(1) The Contractor is prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the CITY shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with t Subchapter IV of Chapter 31 of Title 40, United States Code and its implementing regulations in 29 C.F.R. pts. 1, 3, and 5. The contractor shall comply with Subchapter IV of Chapter 31 of Title 40, United States Code and its implementing regulations in 29 C.F.R. pts. 1, 3, and 5..

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

d. Current Davis Bacon wage determination for Heavy Construction shall be attached to each Work Order if Federal Funds are utilized.

e. In accordance with 29 C.R.F. Part 5.5, Contractor shall include the following provisions in full in all subcontracts:

(a) Required contract clauses. The Agency head will cause or require the contracting officer to require the contracting officer to insert in full, or (for contracts covered by the Federal Acquisition Regulation (48 CFR chapter 1)) by reference, in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced by § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages-

(i) Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Frequently recurring classifications.

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance.

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding —

(i) Withholding requirements. The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime

contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its re-procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3) Records and certified payrolls —

(i) Basic record requirements —

(A) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) Certified payroll requirements —

(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;
- (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(C) of this section.

(E) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) Required disclosures and access —

(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last

known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and equal employment opportunity —

(i) Apprentices —

(A) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section.

In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

Intellectual property provisions and contact information

The applicable intellectual property provisions may be provided as an attachment. A list of intellectual property provisions may be found at <http://energy.gov/gc/standard-intellectual-property-ip-provisions-financial-assistance-awards>.

Supplies

Contractor agrees to comply with the conditions set forth in 2 CFR Part 200.314 for requirements pertaining to supplies acquired under a Federal award. Contractor further agrees to comply with 2 CFR Part 200.453 pertaining to materials and supply costs, including costs of computing devices.

Intangible Property

Contractor agrees to comply with 2 C.F.R. Parts 200.59, 200.315, and 910.362 regarding title to intangible property, such as trademarks, copyrights, patents, and patent applications.

Performance of Work

All work under this contract shall be performed in the United States.

Lobbying Restrictions

Contractor shall not expend, directly or indirectly, any funds obligated under this contract to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913.

Export Controls

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Contractor is responsible for ensuring compliance with all applicable United States Export Control laws and regulations to any work performed under this contract.

Contractor must immediately report to DOE any export control investigations, charges, indictments, convictions, and violations upon occurrence, and for convictions/violations, provide the corrective action(s) to prevent future convictions/violations.

Build America, Buy America (“BABA”)

To the greatest extent practicable, all equipment and products purchased with funds made available in connection with this contract should be American-made.

Contractor must comply with Buy America Requirement.

1. Definitions

- a. “Buy America Preference, Buy America Requirement, or domestic content procurement preference” means a requirement that no amount of funds made available through a program for federal financial assistance may be obligated for an infrastructure project unless—
 - i. all iron and steel used in the project are produced in the United States;
 - ii. the manufactured products used in the project are produced in the United States; or
 - iii. the construction materials used in the project are produced in the United States.
- b. The Buy America Requirement does not apply to non-public infrastructure. For guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.
- c. Other relevant definitions can be found in 2 C.F.R. 184.

2. Buy America Requirement for Infrastructure Projects (Buy America Requirement)

None of the funds provided under this contract may be used for a project for infrastructure unless:

- a. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the costs of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. See 2 C.F.R. 184.5 for determining the cost of components for manufactured products; and
- c. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. See C.F.R. 184.6 for construction material standards.

The Buy America Requirement only applies to those articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to the infrastructure in the project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Buy America Requirement only applies to an article, material, or supply classified into one of the following categories based on its status at the time it is brought to the work site for incorporation into an infrastructure project:

- a. Iron or steel products;
- b. Manufactured products; or
- c. Construction materials.

The Buy America Requirement only applies to the iron or steel products, manufactured products, and construction materials used for the construction, alteration, maintenance, or repair of public infrastructure in the United States when those items are consumed in, incorporated into, or permanently affixed to the infrastructure. An article, material, or supply incorporated into an infrastructure project should not be considered to fall into multiple categories, but rather must meet the Buy America Preference Requirement for only the single category in which it is classified.

All iron and steel, manufactured products, and construction materials used in the infrastructure project must be produced in the United States.

Section 70917(c) of the BABA states that “construction materials” do not include cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Section 70917(c) materials are excluded from Construction materials. Asphalt concrete pavement mixes are typically composed of asphalt cement (a binding agent) and aggregates such as stone, sand, and gravel. Accordingly, asphalt is also excluded from the definition of Construction materials. Section 70917(c) materials, on their own, are not manufactured products, and should not be considered manufactured products when they are used at or combined proximate to the work site—such as is the case with wet concrete or hot mix asphalt brought to the work site for incorporation. However, when certain Section 70917(c) materials (such as stone, sand, and gravel) are used to produce a manufactured product, such as is precast concrete processed into a specific shape or form, and is in such state when brought to the work site, then that product is subject to the BABA requirements. Further clarification is provided in 2 C.F.R. 184 on the circumstances under which a determination is made that Section 70917(c) materials should be treated as components of a manufactured product. That determination is based on consideration of: (i) the revised definition of the “manufactured products” at 2 C.F.R. 184.3; (ii) a new definition

of “section 70917(c) materials” at 2 C.F.R. 184.3; (iii) new instructions at 2 C.F.R.184.4(e) on how and when to categorize articles, materials, and supplies; and (iv) new instructions at 2 C.F.R. 184.4(f) on how to apply the Buy America preference by category.

3. Certification of compliance. Contractor must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this contract. Contractor must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption provided in 2 C.F.R. 184.8, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials to the CITY.

Telecommunications and Video Surveillance Services and Equipment

In accordance with 2 C.F.R. 200.2016, Contractor is prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain;
3. Exercise an option to procure; or
4. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence of the Directo of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - d.

For additional information, see Public Law 115-232.

Foreign Government-Sponsored Talent Recruitment Programs

Contractor is prohibited from participating in, or permitting its subcontractors to participate in, a Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk.

1. A Foreign Government-Sponsored Talent Recruitment Program is an effort directly or indirectly organized, managed, or funded by a foreign government, or a foreign government instrumentality or entity, to recruit science and technology professionals or students (regardless of citizenship or national origin, or whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometime through illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to relocate physically to the foreign state for the above purpose. Some programs allow for or encourage continued employment at

United States research facilities or receipt of federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to U.S. entities. Compensation could take any forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.

2. A Foreign Country of Risk is a DOE designated country, including Iran, North Korea, Russia, and China. Such designations are subject to change.

Transparency of Foreign Connections

Contractor must notify the DOE within fifteen (15) business days of learning of the following circumstances:

1. Any current or pending subsidiary, foreign business entity, or offshore entity that is based in or funded by any foreign country of risk or foreign entity based in a country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an entity owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipient that increases foreign ownership related to a country of risk. Each notification shall be accompanied by a complete and up-to-date capitalization table showing all equity interests held including limited liability company (LLC) and partnership interests, as well as derivatives securities. Include both the number of shares issued to each equity holder, as well as the percentage of that series and of all equity on fully diluted basis. For each equity holder, provide the place of incorporation and the principal place of business, as applicable. If the equity holder is a natural person, identify the citizenship(s);
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any changes to the Contractor's board of directors, including additions to the number of directors, the identity of new directors, as well as each new director's citizenship, shareholder affiliation (if applicable); each notification shall include a complete up-to-date list of all directors (and board observers), including their full name, citizenship and shareholder affiliation, date of appointment, duration of term, as well as a description of observer rights as applicable.
7. Any proposed changes to the equipment used on the project that would result in:
 - a. Equipment originally made or manufactured in a foreign country of risk (including relabeled or rebranded equipment).
 - b. Coded equipment where the source code is written in a foreign country of risk.
 - c. Equipment from a foreign country of risk that will be connected to the internet or other remote communication system.
 - d. Any companies from a foreign country of risk that will have physical or remote access to any part of the equipment used on the project after delivery.

Duplicative Funding

Contractor must notify the CITY if Contractor has or receives any other award of federal funds for activities that potentially overlap with the activities funded under the contract.

Construction Signage

Contractor is encouraged to display DOE Investing in America signage during and after construction. Guidance can be found at: (<https://www.energy.gov/design>).

Reporting, Tracking and Segregation of Incurred Costs

Contractor shall keep separate records for funds in connection with this contract and must ensure those records comply with the requirements of all applicable Federal, State, and local laws, regulations, DOE policy and guidance, and terms contained herein.

Interim Conflict of Interest Policy


Contractor shall comply with the DOE interim Conflict of Interest Policy for Financial Assistance (“COI Policy”), as applicable.

IFB #26-G105
Fiber Optic Engineering, Design, Material, Supplies and
Installation Term Contract
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS

This document is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension). As such, Contractor is required to confirm that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

INSTRUCTIONS FOR CERTIFICATION

- 1) By signing this Certification, the Contractor, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.
- 2) The inability of a Contractor to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the CITY's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the CITY determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the CITY, the CITY may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the CITY if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- 6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the CITY, the CITY may terminate this transaction for cause or default.
- 7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



Signature of Contractor's Authorized Official

Leslie Gonzalez, Business Manager
Name and Title of Contractor's Authorized Official

Date January 5, 2026

(B15)

IFB #26-G105
Fiber Optic Engineering, Design, Material, Supplies and
Installation Term Contract

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Unitec Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Leslie Gonzalez, Business Manager

Name and Title of Contractor's Authorized Official

January 5, 2026

Date

END OF IFB PACKAGE

EXHIBIT "F"
SAMPLE CHANGE ORDER FORM

CHANGE ORDER FORM
(Addition or Revision to Work Requested by City)

Project Number: _____ Contractor: _____

Contractor's Project Representative's E-Mail: _____

Contractor's Project Representative's Phone Number: _____

Project Name: _____

Contract Effective Date: _____

Change Order Number: _____

Change Order Effective Date: _____ [TO BE COMPLETED BY OWNER]

Change Order Type: **INCREASE IN CONTRACT PRICE**

Associated Change in Contract Time: _____ (work days)

Existing Purchase Order / Work Order Number: _____ (if applicable)

Description of Change as requested by Owner:

Price of Original Contract: \$ _____

Current Price of Contract (including prior Change Orders): \$ _____

Price of Current Change Order: \$ _____

New Contract Price: \$ _____

Basis of Price Change: ___ Unit Price ___ Time & Material ___ Lump Sum

Contract Time Change: ___ No Change ___ Extended ___ Decreased by ___ work days

(Increases in Unit Prices should be identified in the table below).

The Contractor and the Owner agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER.

1 Item No.	2 Description	3 Qty	4 Unit	5 Unit Price	6 Increase In Contract Price
1					
2					
3					
4					
5					

By approving this Change Order, the Contractor releases any and all claims that it may have against the Owner under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the OWNER prior to the effective date of this CHANGE ORDER.

This Change Order may be executed in counterparts and is not effective until approved by either the City Manager or City Commission (as designated on the last page of this Change Order).

Reviewed and Accepted by Contractor : _____
(Contractor Name)

Contractor Representative (Signature) Title Date

Reviewed and accepted by: _____, Director _____
Date

IN WITNESS WHEREOF, the Owner (City of Lake Worth Beach) has approved this Change Order No. _____ to the _____ Project on _____.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, MMC,
City Clerk

By: _____
Betty Resch, Mayor*

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

**City Manager is authorized to execute Change Order(s) not exceeding \$50,000 (cumulatively) unless otherwise authorized by the Contract Documents or the City's Procurement Code.*