

CONTRACT

THIS CONTRACT ("Contract"), effective as of the date of the last party to sign below, is between the City of Lauderhill ("Owner"), having an address at 5581 W. Oakland Park Blvd., Lauderhill, FL 33313 and Waypoint Contracting Inc. ("Contractor") having an address at 1324 NW 29th Street, Miami, FL 33142.

WHEREAS, the City of Lauderhill advertised RFP #2019-018, attached hereto and incorporated by reference as Exhibit A and made a part hereof; and

WHEREAS, the Contractor submitted a response to the RFP and the Contractor's proposal is attached to this Contract as Exhibit B and made a part hereof; and

WHEREAS, on June 24, 2019, the Lauderhill City Commission accepted the proposal of the Contractor by approving Resolution No. 19R-06-116, attached hereto and incorporated by reference as Exhibit C.

For valuable consideration, the parties hereby agree as follows:

1. **SCOPE OF WORK:** Demolition and removal of existing floor and wall tiles, partitions, bathroom fixtures, appliances, handicap grab bars, toilet tissue dispensers, stainless steel mirrors, etc. and replacement with those approved and specified by the City. This project will be funded with Community Development Block Grant funding. Due to funding source, special requirements apply.

DAVIS BACON COMPLIANCE

1. The City requires the Contractor and all of its Sub-contractors to insert in full 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, and which is subject to the labor standards provision of Department of Labor Regulation 29 CFR Part 1, 3, and 5.

2. By accepting this project, the Contractor and all of its sub-contractors agrees to comply with Federal Labor Standards including the U.S. Department of Labor requirements, Davis-Bacon Act, and The Copeland Act by reviewing and signing the attached HUD 4010 form. For more information, please visit the Department of Labor's website at www.dol.gov (DBA contract addendum, Wage decisions, Form 4010, and Sample Certified Payroll, Attachment "A").

3. The Contractor shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR Part 135. Section 3 Clause, Attachment "B".

Contractor shall furnish all labor, materials, equipment and supervision to perform all work necessary to fulfill the terms of RFP No.: 2019-018 all in full and complete accordance to the following Contract Documents, which are attached hereto and incorporated by reference as a part of this contract:

- A. This Agreement – Document 00500
- B. Notice to Bidders – 00020
- C. Instructions to Bidders – Document 00100
- D. Bid Checklist – 00101
- E. Bid Form – Document 00300
- F. Price Bid Sheet – Document 00310
- G. Bid Bond – 00401
- H. Public Entity Crimes Statement – Document 00402
- I. Trench Safety Form – Document 00403
- J. Bidder's Qualification Form – Document 00420
- K. Subcontractor List – Document 00421
- L. Litigation History – Document 00450
- M. Non-collusive affidavit – Document 00480
- N. Debarment Certification – Document 00490
- O. Certified Resolution – Document 00495
- P. Payment Bond – Document 00600
- Q. Performance Bond – Document 00601
- R. OSHA Conformance – Document 00650
- S. General Conditions – Document 00700
- T. Special Terms and Conditions – Document 00801
- U. Specifications – Applicable Sections 01000 through 16000
- V. Insurance Certificates
- W. Engineering and /or Construction Documents
- X. Supporting Documents

2. **WORK SITE:** The work and repairs shall be done at the St. George Park Community Center, 3501 NW 8th Street, Lauderhill, FL 33311 as directed by City of Lauderhill staff (hereafter "the Project Site").

3. **TIME OF COMPLETION:** The Contractor shall commence the Work proposed under this Agreement on a date to be specified in a written Notice to Proceed by the Owner and shall fully complete all work within the time stipulated in the Proposal/Bid. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, acts of God, illness, injury, or general unavailability of materials.

4. **LIQUIDATED DAMAGES:** Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Projects are not completed within

the times specified in this agreement. The Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Project is not completed on time. Accordingly, instead of requiring such proof,

Owner and contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the completion date stated in paragraph 2 above.

5. MATERIALS: Contractor must produce samples of all materials to be used for the Project to the Owner and receive the Owner's written approval for use of the specific materials prior to utilization of any such materials in the project.

6. INTERRUPTION/SECURING JOB SITE: Contractor will take whatever steps necessary to adequately and safely secure the Job Site. However, contractor understands that the project is to be performed with minimal interruption to the existing everyday activities. In the event of an interruption of activities, such interruption shall not exceed eight (8) hours duration and Contractor shall provide Owner with no less than forty-eight (48) hours notice prior to commencing any such interruptions.

7. PERMITS: Contractor shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government. Permit fees by the City of Lauderhill shall be waived, all other fees shall be included as part of the Project price.

8. INSURANCE: Contractor shall maintain general liability, workers compensation, builder's risk insurance and all other forms of insurance and/or bonds as specifically required in RFP #2019-018. It is further mutually agreed between the parties hereto that if, at any time after the execution of the Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five days after the receipt of notice from such form and amount with such surety or sureties as shall be satisfactory from the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

9. SURVEY AND TITLE: If the Project is near the Owner's property boundary, Owner will point out property lines to the Contractor. If the Owner or Contractor has any doubt about the location of the property lines, Owner shall provide Contractor with boundary stakes through a licensed surveyor. In addition, Owner shall provide Contractor documentation that Owner has title to the Work Site and shall provide Contractor copies of any covenants, conditions, or restrictions that affect the Work Site,

10. CHANGES TO SCOPE OF WORK: The Owner shall not accept any change orders from the Contractor for the Project. By executing this agreement, Contractor specifically acknowledges that Contractor has performed due diligence and will perform the work for the price stated in Contractor's bid that was accepted by the City of Lauderhill City Commission by Resolution

Number 19R-06-116 on June 24, 2019.

11. **CONTRACT PRICE:** Owner agrees to pay Contractor a sum not to exceed \$253,313.54 for performing the services set forth in the scope of the work and RFP #2019-018. Contractor shall be paid based upon Applications for Payment submitted to the owner by the Contractor. The Owner shall make progress payments on account of the Contract Sum to the Contractor as follows:

- A. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- B. Each Application for Payment shall be accompanied with a written statement signed by the Contractor or City Engineer (select one and cross out the other) certifying satisfactory completion of the required percentage of the Project.
- C. Owner shall pay within thirty (30) calendar days of receipt of Contractor's proper invoice.
- D. Owner shall retain Ten Percent (10%) of the total Project until the Project is completed pursuant to this agreement.
- E. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
- F. Owner shall make final payment to Contractor, including retained funds, after the project has been completed to the satisfaction of the owner and all appropriate releases and waivers of lien have been provided to the Owner.
- G. Payment Bond(s) and Performance Bond(s) must be provided to Owner upon execution of this contract, which is deemed to be incorporated herein, and which must remain in full force and effect during the entire term of the Project.

12. **ASSIGNMENT:** Neither party may assign this Contract, or payments due under the Contract, without the other party's written consent. Any such assignment shall be void and of no effect.

13. **TERMINATION FOR CAUSE**

- A. The occurrence of any one or more of the following events will justify termination for cause:
 1. Contractor's persistent failure to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule;
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's disregard of the authority of Capital Projects Manager or designee; or
 4. Contractor's violation in any substantial way of any provisions of the contract

documents.

- B. If one or more of the events identified in paragraph 13 occur, Owner may, after giving Contractor (and the surety, if any) seven days written notice, terminate the services of Contractor, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, construction equipment, and machinery at the site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), and incorporate in the work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by the Projects Manager or designee as to their reasonableness and, when so approved by the Projects Manager or designee, incorporated in a Change Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the work performed.
- C. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

14. TERMINATION FOR CONVENIENCE

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Contractor shall be paid (without duplication of any items):
1. for completed and acceptable work executed in accordance with contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
 2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals

and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15. INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

16. ATTORNEYS' FEES AND COSTS: If any party to this Contract brings a cause of action against the other party arising from or relating to this Contract, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees and court costs.

17. PERFORMANCE:

A. Contractor may, at its discretion, engage licensed subcontractors to perform work pursuant to this Contract provided Contractor shall remain fully responsible for the proper completion of the Project.

B. All work shall be completed in a workman-like manner and in compliance with all building codes and applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

C. Contractor agrees to remove all debris and leave the premises in clean condition appropriate to the usage of said premises.

D. The rate of wages for all laborers, mechanics, and apprentices employed by the Contractor or any Subcontractor on the work covered by this Contract shall not be less than the prevailing rates of wages for similar skills or classifications.

E. No additional work or extras shall be performed unless the same shall be duly authorized by appropriate action of the Owner.

F. The Contractor shall guarantee the complete project against poor workmanship and faulty

materials for the period and in the manner described in the General Terms and Conditions and shall immediately correct any defects which may appear during this period upon notification by the Owner or the Engineer.

18. RECORDS AND AUDIT

A. Access to Public Records

(1) If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and 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.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

B. Protection of Trade Secrets or Other Confidential Information

(1) If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the CITY.

(2) If the CITY receives a public records request for contract-related materials designated by the Contractor as "confidential," the CITY will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the CITY will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

(3) If the CITY is served with a request for discovery of contract-related materials designated "confidential," the CITY will promptly notify the Contractor about the request. The Contractor will be responsible for filing, the appropriate motion or objection in response to the request for discovery. The CITY will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect

the materials designated as “confidential” from disclosure.

(4) The Contractor shall protect, defend, and indemnify the CITY for claims, costs, fines, and attorney’s fees arising from or relating to its designation of contract-related materials as “confidential.”

C. Retention of Records

Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-730-3011, clerk@lauderhill-fl.gov, 5581 W. OAKLAND PARK BLVD. LAUDERHILL, FL 33313.

19. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, save and hold harmless the CITY and the CITY’S elected officials, public employees, consultants and separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of the Work including the work of anyone directly or indirectly employed by the CONTRACTOR , agent, consultant or independent contractor, provided that such claim, damage, loss or expense is caused in whole or in part by the negligent or intentional act or omission of the Contractor anyone directly or indirectly employed by the CONTRACTOR. The CONTRACTOR shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto, but the City of Lauderhill shall have the right, at its option, to participate in the defense of any such action without relieving the CONTRACTOR of any obligation hereunder.

19.1 Patent and Copyright Indemnification: CONTRACTOR agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against CITY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

19.2 Nothing contained herein is intended nor shall it be construed to waive CITY’S rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or be construed to waive CITY’S rights and immunities under the common law of Florida Statute 768.28 as amended from time to time. This obligation shall not

be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this paragraph and its subparts.

20. JURISDICTION AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

21. NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY:

Charles Faranda, City Manager
Lauderhill City Hall
5581 W. Oakland Park Blvd
Lauderhill, Florida 33313

With a copy to:

City Attorney
8850 W. Oakland Park Blvd, Suite 101
Sunrise, FL 33351

CONTRACTOR:

Waypoint Contracting, Inc.
1324 NW 29th Street
Miami, FL 33142

22. **NO PARTNERSHIP:** Nothing contained herein shall create or be construed as creating a partnership between the City and Contractor or to constitute the Contractor an agent of the City.

23. **CONFLICT OF INTEREST:** 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 the services required in this Agreement.

24. PROHIBITION OF GIFTS: No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any city employee, as set forth in Chapter 112, Part III, Florida Statutes.

25. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES: The City of Lauderhill agrees that the Contractor can extend pricing, terms and conditions of the solicitation and this Agreement to other governmental entities.

26. ASSIGNMENT: Contractor shall not assign this Agreement or any part thereof, without the prior written consent of the City. Any attempt to assign or otherwise transfer this Agreement, or any part thereof, without the City's written consent, shall be void.

27. PUBLIC ENTITY CRIME ACT

Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, City shall have the right to immediately terminate this Agreement.

28. INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. In providing services under this Agreement, neither Contractor nor its agents shall act as officers, employees, or agents of City. Contractor shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement.

29. THIRD PARTY BENEFICIARIES

Neither CITY nor Contractor intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement

30. MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

31. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

32. SEVERABILITY

In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

33. JOINT PREPARATION

This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

34. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of this Agreement, the provisions contained in Articles 1 through 44 shall prevail and be given effect. In the event there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to any services performed under this Agreement, the more stringent state or federal provision shall prevail.

35. AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City Manager and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf. The City Manager shall be authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project consists of eligible activities.

36. INCORPORATION BY REFERENCE

Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits "A" - "C" are incorporated into and made a part of this Agreement.

37. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party, this Agreement shall be amended to make such insertion.

38. SURVIVAL

Either party's right to monitor, evaluate, enforce, audit and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive

the expiration or earlier termination of this Agreement. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

39. FURTHER ASSURANCE

The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents, and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

40. TIME IS OF THE ESSENCE

Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

41. SPECIFIC PERFORMANCE

In addition to all other remedies, Contractor's obligations contained herein shall be subject to the remedy of specific performance by appropriate action commenced in a court of competent jurisdiction.

42. FORCE MAJEURE

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

43. REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

44. COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

45. DAVIS BACON COMPLIANCE (for contracts and agreements receiving Federal Funds)

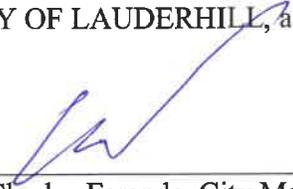
The City requires the Contractor and all of its Sub-contractors to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair including painting and decorating, of a public building or public work, or building or work financed in whole 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, and which is subject to the labor standards provision of Department of Labor Regulation 29 CFR Part 1, 3, and 5. By accepting this project, the Contractor and all of its sub-contractors agrees to comply with Federal Labor Standards including the U.S. Department of Labor requirements, Davis-Bacon Act, and The Copeland Act by reviewing and signing the attached HUD 4010 form. For more information, please visit the Department of Labor's website at www.dol.gov. (DBA contract addendum, Wage decisions, Form 4010, and Sample Certified Payroll attached as Attachment "Composite D")

The Contractor shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR Part 135. Section 3 Clause attached as Attachment "E".

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In Witness Whereof, the parties have made and executed this agreement as authorized by the City of Lauderhill through Resolution NO.18R-09-210.

CITY OF LAUDERHILL, a municipal corporation

By 
Charles Faranda, City Manager

17 day of July 2019

Approved as to form by:


W. Earl Hall
City Attorney, City of Lauderhill

Waypoint Contracting, Inc.
a Florida Corporation

By 

Title President

3 day of July 2019