

**LIFT STATION AND REPAIR SERVICES AGREEMENT
No. 12369**

THIS AGREEMENT is dated _____ by and between CITY OF POMPANO BEACH, FLORIDA (hereinafter called OWNER) and Trio Development Corporation (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

The project consists of the furnishing of all labor, equipment and materials for lift station rehabilitation services as described in Exhibit "A".

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: RFP E-04-24.

Article 2. ENGINEER

Not applicable.

Article 3. CONTRACT TERM

The initial Contract term shall be for a term of five (5) years or less, beginning with the date this Agreement is fully executed by both parties. The City reserves the right to renew this Agreement for one (1) additional five (5) year period, subject to Contractor acceptance, satisfactory performance, and determination that the renewal will be in the best interest of the City.

Article 4. PRECONSTRUCTION PHASE REQUIREMENTS

Upon request by OWNER, CONTRACTOR shall appear on site within four (4) hours to make an assessment of the efforts required to execute the repair. Contractor shall provide OWNER with a plan to execute the repairs, and if possible, an estimate for the work. After evaluation of the CONTRACTOR's proposed plan for the repairs, OWNER may, at its sole discretion, use a different CONTRACTOR, award the work to the CONTRACTOR or perform the work internally.

Article 5. LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Article 3, above, plus any extensions thereof allowed in accordance with the EXHIBIT "B" GENERAL CONDITIONS. They also recognize the delays, expense and difficulties involved in the proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER five hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in Article 3 for Substantial Completion, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER three hundred and 00/100 dollars (\$300.00) for each day that expires after the time specified in Article 3 for completion of Work and readiness for final payment, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services.

Article 6. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

The total sum of the work shall not exceed four million dollars (\$4,000,000.00). See BID PROPOSAL attached for line item pricing.

Article 7. PAYMENT PROCEDURES

7.1 CONTRACTOR shall submit Applications for Payment in accordance with the EXHIBIT "B" GENERAL CONDITIONS. Applications for Payment will be processed by ENGINEER as provided in the EXHIBIT "B" GENERAL CONDITIONS.

7.2 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the EXHIBIT "B" GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

7.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and such amounts as OWNER will determine, or OWNER may withhold, accordance with the EXHIBIT "B" GENERAL CONDITIONS.

5% of Work completed will be withheld by OWNER as retainage.

7.2.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with the EXHIBIT "B" GENERAL CONDITIONS.

7.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the EXHIBIT "B" GENERAL CONDITIONS, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said EXHIBIT "B" GENERAL CONDITIONS.

Article 8. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

8.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract documents,

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.

8.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the bid, and accepts the determination set forth in the bid of the extent of the technical data contained in such reports and Drawings upon which CONTRACTOR is entitled to reply.

8.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to or to supplement physical 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 Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the EXHIBIT "B" GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

8.4 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, or investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

8.5 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.

8.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8.7 By entering into this Contract, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

Article 9. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of this Agreement and the following Exhibits, attached hereto and by reference incorporated herein and made a part hereof:

Exhibit "A" – Request for Proposals (RFP), including, but not limited to, the original RFP, specifications, drawings, exhibits to the RFP, line item pricing, any addenda issued and all documentation submitted by the CONTRACTOR; including, but not limited to, CONTRACTOR's Bid Pages, CONTRACTOR's sworn statement on drug-free workplace, any documentation submitted by the CONTRACTOR prior and after award in relation to the RFP and this Agreement

Exhibit "B" –GENERAL CONDITIONS

Exhibit "C" – Insurance Requirements

This Agreement and the exhibits listed above, including any approved amendments to the Agreement comprise the entirety of the contract documents between the OWNER and CONTRACTOR. This Agreement may only be amended, modified or supplemented as provided in EXHIBIT "B", GENERAL CONDITIONS.

Any inconsistency in this Agreement and its exhibits listed above shall be resolved by giving precedence in the following order:

- a) This Agreement
- b) Exhibit "B", GENERAL CONDITIONS
- c) Exhibit "A", RFP, addenda and documentation

Article 10. NOTICES AND DEMANDS

A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Contractor: Chris R. Shortz
1701 NW 22nd St Ct
Pompano Beach, FL 33069
Office: 954-971-2288
Email: chris@triodevelopment.com

If to City: Randolph Brown, Contract Administrator
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-545-7044
Email: randolph.brown@copbfl.com

Article 11. MISCELLANEOUS

11.1 Terms used in this Agreement which are defined in the EXHIBIT “B” GENERAL CONDITIONS will have the meanings indicated in the EXHIBIT “B” GENERAL CONDITIONS.

11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the Contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.3 OWNER and CONTRACTOR each binds itself, its partners, 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By: _____
GREGORY P. HARRISON, CITY MANAGER

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

“CONTRACTOR”

Witnesses:

Trio Development Corporation

Alicia Richards

By: LR Shortz
Lawrence R. Shortz, President

Alicia Richards
(Print or Type Name)

[Signature]

Scott Christie
(Print or Type Name)

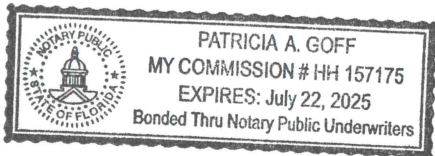
STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 23rd day of July, 2024, by Lawrence R. Shortz as President of Trio Development Corporation, a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:

Patricia A. Goff
NOTARY PUBLIC, STATE OF FLORIDA



(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



E-04-24 Addendum 1

Trio Development Corporation Supplier Response

Event Information

Number: E-04-24 Addendum 1
 Title: Lift Station Rehabilitation and Repairs Services
 Type: Request for Proposals
 Issue Date: 12/21/2023
 Deadline: 2/7/2024 02:00 PM (ET)
 Notes: The City of Pompano Beach (the "City") is seeking proposals from qualified companies/firms to provide lift station rehabilitation and repair services.

The City will receive sealed proposals until 2:00:00 p.m. (local), February 7, 2024. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the Request for Proposals (RFP) documents and respond to this RFP. The RFP documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

Contact Information

Contact: Jeff English
Address: Purchasing
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: purchasing@copbfl.com

Trio Development Corporation Information

Address: 1701 NW 22nd CT
 Pompano Beach, FL 33069
 Phone: (954) 971-2288
 Fax: (954) 971-0030

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Chris Shortz

Signature

Submitted at 2/7/2024 10:03:57 AM (ET)

chris@triodevelopment.com

Email

Requested Attachments

Proposal

Proposal - Trio Development Corporation RFP E-04-24.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

Local Business Program Forms

Local Business Program Forms - Trio Development Corporation RFP E-04-24.pdf

Local Business Program Forms from the attachments tab are to be completed and uploaded to this tab.

Tier-1/Tier-2 Local Business Forms

Tier 1-Tier 2 Compliance Form - Trio Development Corporation RFP E-04-24.pdf

Complete the Tier 1/ Tier 2 Local Business form from the attachments tab, and upload it here.

Bid Attributes

1 Vendor Certification Regarding Scrutinized Companies Lists (Over \$1,000,000.00)

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified

2 Terms & Conditions

Check the box indicating you agree to the terms and conditions of this solicitation.

Agree

3 Acknowledgement of Addenda

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

Yes

4 Local Business Participation Percentage

If you have indicated local business participation on the Local Business Participation Form Exhibit A enter the percentage of the contract that will be performed by local Pompano Beach businesses.

5 Extension of prices, terms and conditions to other governmental entities

If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.) All Purchases made by other governmental entities shall be understood to be transactions between that entity and the awarded vendor; the City of Pompano Beach shall not be a party to or be responsible for any such purchases. Indicate by selecting yes or no from the drop down menu.

6 Drug-Free Workplace

STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that his company/firm complies with the above requirements.

By choosing YES, I hereby certify that the company/firm complies with all the above requirements

7 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate yes or no below with the drop down menu.

Bid Lines

1	Mobilization for Routine Work Order under \$5,000.00	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$245.00"/>	Total: <input type="text" value="\$245.00"/>
2	Mobilization for Routine Work Order from \$5,000.01 to \$25,000.00	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$366.00"/>	Total: <input type="text" value="\$366.00"/>
3	Mobilization for Routine Work Order over \$25,000.01	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$7,943.00"/>	Total: <input type="text" value="\$7,943.00"/>
4	Mobilization for Urgent Work Order under \$5,000.00	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$347.00"/>	Total: <input type="text" value="\$347.00"/>
5	Mobilization for Urgent Work Order from \$5,000.01 to \$25,000.00	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$366.00"/>	Total: <input type="text" value="\$366.00"/>
6	Mobilization for Urgent Work Order over \$25,000.01	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$7,943.00"/>	Total: <input type="text" value="\$7,943.00"/>
7	Provide Foreperson	Quantity: <u> 1 </u> UOM: <u> HRS </u>	Unit Cost: <input type="text" value="\$177.00"/>	Total: <input type="text" value="\$177.00"/>
8	Provide Laborer / Crewperson	Quantity: <u> 1 </u> UOM: <u> HRS </u>	Unit Cost: <input type="text" value="\$92.00"/>	Total: <input type="text" value="\$92.00"/>
9	Furnish Combination Cleaner Truck	Quantity: <u> 1 </u> UOM: <u> HRS </u>	Unit Cost: <input type="text" value="\$366.00"/>	Total: <input type="text" value="\$366.00"/>
10	Provide Backhoe	Quantity: <u> 1 </u> UOM: <u> DAYS </u>	Unit Cost: <input type="text" value="\$733.00"/>	Total: <input type="text" value="\$733.00"/>
11	Project Planning Cost (When no work order is issued)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$61.00"/>	Total: <input type="text" value="\$61.00"/>
12	Demolish Slab on Grade, ? 8 inches thick	Quantity: <u> 1 </u> UOM: <u> SF </u>	Unit Cost: <input type="text" value="\$12.00"/>	Total: <input type="text" value="\$12.00"/>
13	Demolish Slab over Wet Well or Vault > 8 inches ? 12 inches thick	Quantity: <u> 1 </u> UOM: <u> SF </u>	Unit Cost: <input type="text" value="\$25.00"/>	Total: <input type="text" value="\$25.00"/>

1 4	Demolish and Remove Asphalt Paving	Quantity: <u> 1 </u> UOM: <u> SF </u>	Unit Cost: <input type="text" value="\$12.00"/>	Total: <input type="text" value="\$12.00"/>
1 5	Demolish Valve Vault and Top Slab	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$4,888.00"/>	Total: <input type="text" value="\$4,888.00"/>
1 6	Remove existing Iron Piping and Fittings in Wet Wells or Vaults	Quantity: <u> 1 </u> UOM: <u> TN </u>	Unit Cost: <input type="text" value="\$122.00"/>	Total: <input type="text" value="\$122.00"/>
1 7	Remove existing Iron Piping and Fittings below Grade, including Excavation, Temporary Restraint, Backfilling, Compaction, and Restoration	Quantity: <u> 1 </u> UOM: <u> TN </u>	Unit Cost: <input type="text" value="\$122.00"/>	Total: <input type="text" value="\$122.00"/>
1 8	Remove existing Valves (12 inches and under) below Grade, including Excavation, Backfilling, Compaction and Restoration	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$306.00"/>	Total: <input type="text" value="\$306.00"/>
1 9	Remove existing Valves (12 inches and under) in Wet Wells or Vaults	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$611.00"/>	Total: <input type="text" value="\$611.00"/>
2 0	Remove existing Pump Base Ells and Rails	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$3,055.00"/>	Total: <input type="text" value="\$3,055.00"/>
2 1	Remove existing PVC Piping and Fittings in Wet Wells or Vaults	Quantity: <u> 1 </u> UOM: <u> LB </u>	Unit Cost: <input type="text" value="\$1.00"/>	Total: <input type="text" value="\$1.00"/>
2 2	Remove existing Chain Link Fence	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Cost: <input type="text" value="\$7.00"/>	Total: <input type="text" value="\$7.00"/>
2 3	Plug and Prepare Abandoned Pipe for Grout Filling	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$61.00"/>	Total: <input type="text" value="\$61.00"/>
2 4	Grout Fill Abandoned Pipe	Quantity: <u> 1 </u> UOM: <u> CY </u>	Unit Cost: <input type="text" value="\$61.00"/>	Total: <input type="text" value="\$61.00"/>
2 5	Demolish Wet Well (6 foot or 8 foot diameter)	Quantity: <u> 1 </u> UOM: <u> VF </u>	Unit Cost: <input type="text" value="\$61.00"/>	Total: <input type="text" value="\$61.00"/>
2 6	Fill in Abandoned Wet Well or Valve Vault	Quantity: <u> 1 </u> UOM: <u> CY </u>	Unit Cost: <input type="text" value="\$30.00"/>	Total: <input type="text" value="\$30.00"/>
2 7	Remove Fillet from Bottom of Wet Well	Quantity: <u> 1 </u> UOM: <u> CF </u>	Unit Cost: <input type="text" value="\$122.00"/>	Total: <input type="text" value="\$122.00"/>
2 8	F & I Temporary By-pass Pumps and Piping (up to 50,000 gpd)	Quantity: <u> 1 </u> UOM: <u> DAYS </u>	Unit Cost: <input type="text" value="\$204.00"/>	Total: <input type="text" value="\$204.00"/>

29	F & I Temporary By-pass Pumps and Piping (50,001 gpd to 250,000 gpd)	Quantity: <u> 1 </u> UOM: <u> DAYS </u>	Unit Cost: <input type="text" value="\$275.00"/>	Total: <input type="text" value="\$275.00"/>
30	F & I Temporary By-pass Pumps and Piping (250,001 to 1.0 mgd)	Quantity: <u> 1 </u> UOM: <u> DAYS </u>	Unit Cost: <input type="text" value="\$427.00"/>	Total: <input type="text" value="\$427.00"/>
31	F & I Temporary By-pass Pumps and Piping (over 1.0 mgd)	Quantity: <u> 1 </u> UOM: <u> DAYS </u>	Unit Cost: <input type="text" value="\$427.00"/>	Total: <input type="text" value="\$427.00"/>
32	Operate and Maintain Temporary By-pass System (up to 50,000 gpd)	Quantity: <u> 1 </u> UOM: <u> DAYS </u>	Unit Cost: <input type="text" value="\$204.00"/>	Total: <input type="text" value="\$204.00"/>
33	Operate and Maintain Temporary By-pass System (50,001 gpd to 250,000 gpd)	Quantity: <u> 1 </u> UOM: <u> DAYS </u>	Unit Cost: <input type="text" value="\$275.00"/>	Total: <input type="text" value="\$275.00"/>
34	Operate and Maintain Temporary By-pass System (250,001 gpd to 1.0 mgd)	Quantity: <u> 1 </u> UOM: <u> DAYS </u>	Unit Cost: <input type="text" value="\$427.00"/>	Total: <input type="text" value="\$427.00"/>
35	Operate and Maintain Temporary By-pass System (over 1.0 mgd)	Quantity: <u> 1 </u> UOM: <u> DAYS </u>	Unit Cost: <input type="text" value="\$427.00"/>	Total: <input type="text" value="\$427.00"/>
36	Exploratory Excavation	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$1,833.00"/>	Total: <input type="text" value="\$1,833.00"/>
37	Non-Exploratory Excavation	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$3,055.00"/>	Total: <input type="text" value="\$3,055.00"/>
38	Furnish and Install Temporary Line Stop (4" to 6")	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$6,120.00"/>	Total: <input type="text" value="\$6,120.00"/>
39	Furnish and Install Temporary Line Stop (8" to 12")	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$7,140.00"/>	Total: <input type="text" value="\$7,140.00"/>
40	Furnish and Install Temporary Line Stop (14" to 24")	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$10,200.00"/>	Total: <input type="text" value="\$10,200.00"/>
41	8 inch Lime Rock Base Course including Sub-base Preparation	Quantity: <u> 1 </u> UOM: <u> CY </u>	Unit Cost: <input type="text" value="\$245.00"/>	Total: <input type="text" value="\$245.00"/>
42	12 inch Lime Rock Base Course including Sub-base Preparation	Quantity: <u> 1 </u> UOM: <u> CY </u>	Unit Cost: <input type="text" value="\$257.00"/>	Total: <input type="text" value="\$257.00"/>
43	Saw Cut Asphalt Paving	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Cost: <input type="text" value="\$6.00"/>	Total: <input type="text" value="\$6.00"/>
44	1 inch Asphalt Concrete Pavement	Quantity: <u> 1 </u> UOM: <u> SY </u>	Unit Cost: <input type="text" value="\$26.00"/>	Total: <input type="text" value="\$26.00"/>

4 5	2 inch Asphalt Concrete Pavement	Quantity: <u> 1 </u> UOM: <u> SY </u>	Unit Cost: <input type="text" value="\$56.00"/>	Total: <input type="text" value="\$56.00"/>
4 6	Furnish and Install 3/4 inch Washed Rock over Weed Barrier	Quantity: <u> 1 </u> UOM: <u> SY </u>	Unit Cost: <input type="text" value="\$49.00"/>	Total: <input type="text" value="\$49.00"/>
4 7	Furnish and Install Seed and Mulch	Quantity: <u> 1 </u> UOM: <u> SY </u>	Unit Cost: <input type="text" value="\$4.00"/>	Total: <input type="text" value="\$4.00"/>
4 8	Furnish and Install Bahia Sod	Quantity: <u> 1 </u> UOM: <u> SY </u>	Unit Cost: <input type="text" value="\$6.00"/>	Total: <input type="text" value="\$6.00"/>
4 9	Furnish and Install Floratam Sod	Quantity: <u> 1 </u> UOM: <u> SY </u>	Unit Cost: <input type="text" value="\$8.00"/>	Total: <input type="text" value="\$8.00"/>
5 0	Furnish and Install Pipe Bollards	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$306.00"/>	Total: <input type="text" value="\$306.00"/>
5 1	Relocate Existing Chain Link Fence	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Cost: <input type="text" value="\$6.00"/>	Total: <input type="text" value="\$6.00"/>
5 2	Furnish and Install New 6-foot Chain Link Fence	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Cost: <input type="text" value="\$61.00"/>	Total: <input type="text" value="\$61.00"/>
5 3	Furnish and Install 12-foot Chain Link Swing Gate	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$3,055.00"/>	Total: <input type="text" value="\$3,055.00"/>
5 4	Furnish and Install 10-foot Chain Link Roller Gate	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$1,833.00"/>	Total: <input type="text" value="\$1,833.00"/>
5 5	Furnish and Install 12-foot Chain Link Roller Gate	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$1,833.00"/>	Total: <input type="text" value="\$1,833.00"/>
5 6	Produce and Submit As-built Drawings	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$4,888.00"/>	Total: <input type="text" value="\$4,888.00"/>
5 7	Saw Cut Concrete up to 12 inches thick	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Cost: <input type="text" value="\$37.00"/>	Total: <input type="text" value="\$37.00"/>
5 8	Saw Cut Concrete > 12 inches ? 24 inches thick	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Cost: <input type="text" value="\$43.00"/>	Total: <input type="text" value="\$43.00"/>
5 9	Core Hole in Concrete up to 12 inches thick (less than 6 inch diameter)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$122.00"/>	Total: <input type="text" value="\$122.00"/>
6 0	Core Hole in Concrete up to 12 inches thick (6 inch to 12 inch diameter)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$856.00"/>	Total: <input type="text" value="\$856.00"/>

6 1	Core Hole in Concrete up to 12 inches thick (over 12 inch diameter) Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$856.00"/> Total: <input type="text" value="\$856.00"/>
6 2	Furnish and Install Precast Wet Well Structure (6 foot diameter) Quantity: <u> 1 </u> UOM: <u>VF</u> Unit Cost: <input type="text" value="\$733.00"/> Total: <input type="text" value="\$733.00"/>
6 3	Furnish and Install Precast Wet Well Structure (8 foot diameter) Quantity: <u> 1 </u> UOM: <u>VF</u> Unit Cost: <input type="text" value="\$1,038.00"/> Total: <input type="text" value="\$1,038.00"/>
6 4	Furnish and Install Precast Wet Well Structure (10 foot diameter) Quantity: <u> 1 </u> UOM: <u>VF</u> Unit Cost: <input type="text" value="\$1,223.00"/> Total: <input type="text" value="\$1,223.00"/>
6 5	Furnish and Install Precast Wet Well Structure (12 foot diameter) Quantity: <u> 1 </u> UOM: <u>VF</u> Unit Cost: <input type="text" value="\$1,344.00"/> Total: <input type="text" value="\$1,344.00"/>
6 6	Furnish and Install Wet Well Precast Top Slab with 3 foot x 4 foot Hatch (6 foot diameter) Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$8,554.00"/> Total: <input type="text" value="\$8,554.00"/>
6 7	Furnish and Install Wet Well Precast Top Slab with 3.5 foot x 5 foot Hatch (8 foot diameter) Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$9,776.00"/> Total: <input type="text" value="\$9,776.00"/>
6 8	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (10 foot diameter) Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$9,898.00"/> Total: <input type="text" value="\$9,898.00"/>
6 9	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (12 foot diameter) Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$10,020.00"/> Total: <input type="text" value="\$10,020.00"/>
7 0	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 47" Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$733.00"/> Total: <input type="text" value="\$733.00"/>
7 1	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 53" Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$856.00"/> Total: <input type="text" value="\$856.00"/>
7 2	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 71" Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$977.00"/> Total: <input type="text" value="\$977.00"/>
7 3	Furnish and Install Retrofit Hatch (TPD - 300 psf) 59" x 59" Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$917.00"/> Total: <input type="text" value="\$917.00"/>
7 4	Furnish and Install Wet Well Fillet Quantity: <u> 1 </u> UOM: <u>CF</u> Unit Cost: <input type="text" value="\$184.00"/> Total: <input type="text" value="\$184.00"/>
7 5	Furnish and Install 4.5 foot x 7.0 foot Precast Meter Vault Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$19,380.00"/> Total: <input type="text" value="\$19,380.00"/>
7 6	Furnish and Install 5.5 foot x 8.0 foot Precast Meter Vault Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$20,400.00"/> Total: <input type="text" value="\$20,400.00"/>

7 7	Furnish and Install 6.5 foot x 9.0 foot Precast Meter Vault Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Cost: <input type="text" value="\$22,440.00"/> Total: <input type="text" value="\$22,440.00"/>
7 8	<i>Line deleted as part of an Addendum</i>
7 9	Furnish and Install 5.0 foot x 5.0 foot Precast Meter Vault Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Cost: <input type="text" value="\$18,329.00"/> Total: <input type="text" value="\$18,329.00"/>
8 0	Furnish and Install 6.0 foot x 6.0 foot Precast Meter Vault Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Cost: <input type="text" value="\$21,624.00"/> Total: <input type="text" value="\$21,624.00"/>
8 1	Wet Well and Manhole Interior Surface Preparation Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Cost: <input type="text" value="\$5.00"/> Total: <input type="text" value="\$5.00"/>
8 2	Furnish and Install Wet Well and Manhole Cementitious Coating - Brick Structures Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Cost: <input type="text" value="\$6.00"/> Total: <input type="text" value="\$6.00"/>
8 3	Furnish and Install Wet Well and Manhole Cementitious Coating - Precast Structures Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Cost: <input type="text" value="\$6.00"/> Total: <input type="text" value="\$6.00"/>
8 4	Furnish and Install Bituminastic Coating Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Cost: <input type="text" value="\$6.00"/> Total: <input type="text" value="\$6.00"/>
8 5	Furnish and Install Wet Well with Sewper Coat Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Cost: <input type="text" value="\$31.00"/> Total: <input type="text" value="\$31.00"/>
8 6	Furnish and Install Injected Chemical Grout in Concrete Structures Quantity: <u> 1 </u> UOM: <u> GAL </u> Unit Cost: <input type="text" value="\$20.00"/> Total: <input type="text" value="\$20.00"/>
8 7	Furnish and Install Meter Vault Ladder Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Cost: <input type="text" value="\$1,222.00"/> Total: <input type="text" value="\$1,222.00"/>
8 8	Furnish and Install Reinforced Concrete Slab on Grade (up to 12 inches thick) Quantity: <u> 1 </u> UOM: <u> CY </u> Unit Cost: <input type="text" value="\$408.00"/> Total: <input type="text" value="\$408.00"/>
8 9	Furnish and Install Reinforced Formed Concrete Quantity: <u> 1 </u> UOM: <u> CY </u> Unit Cost: <input type="text" value="\$408.00"/> Total: <input type="text" value="\$408.00"/>
9 0	Furnish and Install Miscellaneous Unreinforced Formed Concrete Quantity: <u> 1 </u> UOM: <u> CY </u> Unit Cost: <input type="text" value="\$408.00"/> Total: <input type="text" value="\$408.00"/>
9 1	Furnish and Install Tremie Concrete Quantity: <u> 1 </u> UOM: <u> CY </u> Unit Cost: <input type="text" value="\$214.00"/> Total: <input type="text" value="\$214.00"/>
9 2	Form and Pour Concrete Sidewalk (6 inch thick unreinforced) Quantity: <u> 1 </u> UOM: <u> SY </u> Unit Cost: <input type="text" value="\$73.00"/> Total: <input type="text" value="\$73.00"/>

93	Furnish and Install Flowable Fill	Quantity: <u> 1 </u> UOM: <u> CY </u>	Unit Cost: <input type="text" value="\$153.00"/>	Total: <input type="text" value="\$153.00"/>
94	Furnish Concrete Pump	Quantity: <u> 1 </u> UOM: <u> HRS </u>	Unit Cost: <input type="text" value="\$489.00"/>	Total: <input type="text" value="\$489.00"/>
95	Furnish and Install 4 inch FLG Plug Valve with Stainless Steel Accessories	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$3,055.00"/>	Total: <input type="text" value="\$3,055.00"/>
96	Furnish and Install 6 inch FLG Plug Valve with Stainless Steel Accessories	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$4,277.00"/>	Total: <input type="text" value="\$4,277.00"/>
97	Furnish and Install 8 inch FLG Plug Valve with Stainless Steel Accessories	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$4,399.00"/>	Total: <input type="text" value="\$4,399.00"/>
98	Furnish and Install 10 inch FLG Plug Valve with Stainless Steel Accessories	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$4,522.00"/>	Total: <input type="text" value="\$4,522.00"/>
99	Furnish and Install 12 inch FLG Plug Valve with Stainless Steel Accessories	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$4,643.00"/>	Total: <input type="text" value="\$4,643.00"/>
100	Furnish and Install 4 inch Check Valve with Stainless Steel Accessories	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$4,277.00"/>	Total: <input type="text" value="\$4,277.00"/>
101	Furnish and Install 6 inch Check Valve with Stainless Steel Accessories	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$5,499.00"/>	Total: <input type="text" value="\$5,499.00"/>
102	Furnish and Install 8 inch Check Valve with Stainless Steel Accessories	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$5,621.00"/>	Total: <input type="text" value="\$5,621.00"/>
103	Furnish and Install 10 inch Check Valve with Stainless Steel Accessories	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$5,744.00"/>	Total: <input type="text" value="\$5,744.00"/>
104	Furnish and Install 12 inch Check Valve with Stainless Steel Accessories	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$5,865.00"/>	Total: <input type="text" value="\$5,865.00"/>
105	Furnish and Install 4 inch Pump Out Connection	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$2,444.00"/>	Total: <input type="text" value="\$2,444.00"/>
106	Furnish and Install 6 inch Pump Out Connection	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$3,055.00"/>	Total: <input type="text" value="\$3,055.00"/>
107	Furnish and Install 4 inch MJ Plug Valve with Accessories	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$4,888.00"/>	Total: <input type="text" value="\$4,888.00"/>

1 0 8	Furnish and Install 6 inch MJ Plug Valve with Accessories Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$5,010.00"/> Total: <input type="text" value="\$5,010.00"/>
1 0 9	Furnish and Install 8 inch MJ Plug Valve with Accessories Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$5,133.00"/> Total: <input type="text" value="\$5,133.00"/>
1 1 0	Furnish and Install 10 inch MJ Plug Valve with Accessories Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$5,254.00"/> Total: <input type="text" value="\$5,254.00"/>
1 1 1	Furnish and Install 12 inch MJ Plug Valve with Accessories Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$5,376.00"/> Total: <input type="text" value="\$5,376.00"/>
1 1 2	Furnish and Install 4 inch Flanged DI Piping Quantity: <u> 1 </u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$298.00"/> Total: <input type="text" value="\$298.00"/>
1 1 3	Furnish and Install 6 inch Flanged DI Piping Quantity: <u> 1 </u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$308.00"/> Total: <input type="text" value="\$308.00"/>
1 1 4	Furnish and Install 8 inch Flanged DI Piping Quantity: <u> 1 </u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$378.00"/> Total: <input type="text" value="\$378.00"/>
1 1 5	Furnish and Install 10 inch Flanged DI Piping Quantity: <u> 1 </u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$461.00"/> Total: <input type="text" value="\$461.00"/>
1 1 6	Furnish and Install 12 inch Flanged DI Piping Quantity: <u> 1 </u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$559.00"/> Total: <input type="text" value="\$559.00"/>
1 1 7	Furnish and Install 4 inch MJ Flexible Joint Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$733.00"/> Total: <input type="text" value="\$733.00"/>
1 1 8	Furnish and Install 6 inch MJ Flexible Joint Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$856.00"/> Total: <input type="text" value="\$856.00"/>
1 1 9	Furnish and Install 8 inch MJ Flexible Joint Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$977.00"/> Total: <input type="text" value="\$977.00"/>
1 2 0	Furnish and Install 10 inch MJ Flexible Joint Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$1,100.00"/> Total: <input type="text" value="\$1,100.00"/>
1 2 1	Furnish and Install Stainless Steel Float Hanger Bracket Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$366.00"/> Total: <input type="text" value="\$366.00"/>
1 2 2	Furnish and Install Wet Well Vent Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$3,666.00"/> Total: <input type="text" value="\$3,666.00"/>

1 2 3	Furnish and Install 1 inch Water Service	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Cost: <input type="text" value="\$816.00"/>	Total: <input type="text" value="\$816.00"/>
1 2 4	Furnish and Install 1 inch Back Flow Prevention Device	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Cost: <input type="text" value="\$1,224.00"/>	Total: <input type="text" value="\$1,224.00"/>
1 2 5	Furnish and Install 2 inch Water Service	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Cost: <input type="text" value="\$3,060.00"/>	Total: <input type="text" value="\$3,060.00"/>
1 2 6	Furnish and Install 2 inch Back Flow Prevention Device	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Cost: <input type="text" value="\$2,040.00"/>	Total: <input type="text" value="\$2,040.00"/>
1 2 7	Furnish and Install 4 inch DIP Mechanical Joint Force Main	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$79.00"/>	Total: <input type="text" value="\$79.00"/>
1 2 8	Furnish and Install 6 inch DIP Mechanical Joint Force Main	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$89.00"/>	Total: <input type="text" value="\$89.00"/>
1 2 9	Furnish and Install 8 inch DIP Mechanical Joint Force Main	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$92.00"/>	Total: <input type="text" value="\$92.00"/>
1 3 0	Furnish and Install 10 inch DIP Mechanical Joint Force Main	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$102.00"/>	Total: <input type="text" value="\$102.00"/>
1 3 1	Furnish and Install 12 inch DIP Mechanical Joint Force Main	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$107.00"/>	Total: <input type="text" value="\$107.00"/>
1 3 2	Furnish and Install MJ DIP Force Main Fittings and Accessories	Quantity: <u> 1 </u> UOM: <u>LBS</u>	Unit Cost: <input type="text" value="\$34.00"/>	Total: <input type="text" value="\$34.00"/>
1 3 3	Furnish and Install Connection to Existing Force Main - 4 inch	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Cost: <input type="text" value="\$4,277.00"/>	Total: <input type="text" value="\$4,277.00"/>
1 3 4	Furnish and Install Connection to Existing Force Main - 6 inch	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Cost: <input type="text" value="\$4,399.00"/>	Total: <input type="text" value="\$4,399.00"/>
1 3 5	Furnish and Install Connection to Existing Force Main - 8 inch	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Cost: <input type="text" value="\$4,522.00"/>	Total: <input type="text" value="\$4,522.00"/>
1 3 6	Furnish and Install Connection to Existing Force Main - 10 inch	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Cost: <input type="text" value="\$4,583.00"/>	Total: <input type="text" value="\$4,583.00"/>
1 3 7	Furnish and Install Connection to Existing Force Main - 12 inch	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Cost: <input type="text" value="\$4,643.00"/>	Total: <input type="text" value="\$4,643.00"/>

1 3 8	Furnish and Install Flanged DIP Fittings	Quantity: <u> 1 </u> UOM: <u> LBS </u>	Unit Cost: <input type="text" value="\$31.00"/>	Total: <input type="text" value="\$31.00"/>
1 3 9	Furnish and Install Pressure Gauge Assembly	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$3,055.00"/>	Total: <input type="text" value="\$3,055.00"/>
1 4 0	Furnish and Install 1 tap for Additional Transducer	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$245.00"/>	Total: <input type="text" value="\$245.00"/>
1 4 1	Furnish and Install 3" Drain Pipe from Valve Vault to Wet Well	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$1,833.00"/>	Total: <input type="text" value="\$1,833.00"/>
1 4 2	Install City Supplied Passive Odor Control Unit with Connection to Panel	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$612.00"/>	Total: <input type="text" value="\$612.00"/>
1 4 3	Install City Supplied Active Odor Control Unit with Connection to Panel	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$1,857.00"/>	Total: <input type="text" value="\$1,857.00"/>
1 4 4	Remove Existing Control Panel (duplex)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$4,277.00"/>	Total: <input type="text" value="\$4,277.00"/>
1 4 5	Remove Existing Control Panel (triplex)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$4,399.00"/>	Total: <input type="text" value="\$4,399.00"/>
1 4 6	Remove Existing Electric Meter	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$4,277.00"/>	Total: <input type="text" value="\$4,277.00"/>
1 4 7	Relocate Existing Control Panel (up to 30 feet)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$1,833.00"/>	Total: <input type="text" value="\$1,833.00"/>
1 4 8	Relocate Existing Electric Meter (up to 30 feet)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$1,833.00"/>	Total: <input type="text" value="\$1,833.00"/>
1 4 9	Install City Supplied Control Panel - up to 10 HP	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$17,107.00"/>	Total: <input type="text" value="\$17,107.00"/>
1 5 0	Install City Supplied Control Panel - over 10 HP to 20 HP	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$18,329.00"/>	Total: <input type="text" value="\$18,329.00"/>
1 5 1	Install City Supplied Control Panel - over 20 HP to 40 HP (duplex)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$18,452.00"/>	Total: <input type="text" value="\$18,452.00"/>
1 5 2	Install City Supplied Control Panel - over 20 HP to 40 HP (triplex)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Cost: <input type="text" value="\$18,574.00"/>	Total: <input type="text" value="\$18,574.00"/>

1 5 3	Install City Supplied Control Panel - 50 HP to 100 HP (duplex) Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$18,686.00"/> Total: <input type="text" value="\$18,686.00"/>
1 5 4	Install City Supplied Control Panel - 50 HP to 100 HP (triplex) Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$19,551.00"/> Total: <input type="text" value="\$19,551.00"/>
1 5 5	Furnish and Install 3/4 inch Bubbler System Piping, Fittings and Appurtenances Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$4,888.00"/> Total: <input type="text" value="\$4,888.00"/>
1 5 6	Remove and Properly Store Existing Pumps during Construction Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$1,222.00"/> Total: <input type="text" value="\$1,222.00"/>
1 5 7	Install/Reinstall Pumps Including Reconnection to Panel Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$1,222.00"/> Total: <input type="text" value="\$1,222.00"/>
1 5 8	Disconnect and Remove Existing Floats from Wet Well Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$122.00"/> Total: <input type="text" value="\$122.00"/>
1 5 9	Install and Reconnect City Supplied Floats in Wet Well Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$306.00"/> Total: <input type="text" value="\$306.00"/>
1 6 0	Furnish and Install Power Present Indicator Light (blue) Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$245.00"/> Total: <input type="text" value="\$245.00"/>
1 6 1	Install City Supplied Connection/Isolation Panel (duplex) Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$3,666.00"/> Total: <input type="text" value="\$3,666.00"/>
1 6 2	Install City Supplied Connection/Isolation Panel (triplex) Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$3,788.00"/> Total: <input type="text" value="\$3,788.00"/>
1 6 3	Furnish and Install 200 AMP Electrical Service to Lift Station Quantity: <u> 1 </u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$61.00"/> Total: <input type="text" value="\$61.00"/>
1 6 4	Furnish and Install 400 AMP Electrical Service to Lift Station Quantity: <u> 1 </u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$73.00"/> Total: <input type="text" value="\$73.00"/>
1 6 5	Furnish and Install 200A Emergency Connection/Transfer Panel Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$2,444.00"/> Total: <input type="text" value="\$2,444.00"/>
1 6 6	Furnish and Install 400A Emergency Connection/Transfer Panel Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$2,444.00"/> Total: <input type="text" value="\$2,444.00"/>
1 6 7	Furnish and Install Temporary Electrical Service Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Cost: <input type="text" value="\$1,833.00"/> Total: <input type="text" value="\$1,833.00"/>

1 6 8	Furnish and Install Temporary Control Panel Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Cost: <input type="text" value="\$1,222.00"/> Total: <input type="text" value="\$1,222.00"/>
1 6 9	Furnish and Install 3 inch Aluminum Conduit Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Cost: <input type="text" value="\$12.00"/> Total: <input type="text" value="\$12.00"/>
1 7 0	Furnish and Install 2 inch Aluminum Conduit Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Cost: <input type="text" value="\$8.00"/> Total: <input type="text" value="\$8.00"/>
1 7 1	Furnish and Install 1-1/2 inch Aluminum Conduit Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Cost: <input type="text" value="\$6.00"/> Total: <input type="text" value="\$6.00"/>
1 7 2	Furnish and Install 1 inch Aluminum Conduit Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Cost: <input type="text" value="\$5.00"/> Total: <input type="text" value="\$5.00"/>
1 7 3	Furnish and Install 3/4 inch Aluminum Conduit Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Cost: <input type="text" value="\$4.00"/> Total: <input type="text" value="\$4.00"/>
1 7 4	Furnish and Install 2 inch PVC Conduit Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Cost: <input type="text" value="\$5.00"/> Total: <input type="text" value="\$5.00"/>
1 7 5	Furnish and Install 1 inch PVC Conduit Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Cost: <input type="text" value="\$2.00"/> Total: <input type="text" value="\$2.00"/>
1 7 6	Furnish and Install 3/4 inch PVC Conduit Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Cost: <input type="text" value="\$1.00"/> Total: <input type="text" value="\$1.00"/>
1 7 7	Remove existing Antenna and Support Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Cost: <input type="text" value="\$1,222.00"/> Total: <input type="text" value="\$1,222.00"/>
1 7 8	Furnish and Install 2 inch Aluminum Pole for SCADA Antenna (max 20 feet) Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Cost: <input type="text" value="\$2,444.00"/> Total: <input type="text" value="\$2,444.00"/>

Response Total: \$506,604.00



Supplier Award

E-04-24 Addendum 1

**Lift Station Rehabilitation and Repairs
Services**

Award Date: 4/17/24

Trio Development Corporation

Contact Information

Contact: Jeff English

Address: Purchasing

1190 NE 3rd Avenue

Building C

Pompano Beach, FL 33060

Phone: (954) 786-4098

Fax: (954) 786-4168

Email: purchasing@copbfl.com

Trio Development Corporation

Address: 1701 NW 22nd CT
 Pompano Beach, FL 33069
 Phone: (954) 971-2288
 Fax: (954) 971-0030

Award Lines

1	Mobilization for Routine Work Order under \$5,000.00 Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$245.00"/> Total: <input type="text" value="\$245.00"/>
2	Mobilization for Routine Work Order from \$5,000.01 to \$25,000.00 Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$366.00"/> Total: <input type="text" value="\$366.00"/>
3	Mobilization for Routine Work Order over \$25,000.01 Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$7,943.00"/> Total: <input type="text" value="\$7,943.00"/>
4	Mobilization for Urgent Work Order under \$5,000.00 Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$347.00"/> Total: <input type="text" value="\$347.00"/>
5	Mobilization for Urgent Work Order from \$5,000.01 to \$25,000.00 Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$366.00"/> Total: <input type="text" value="\$366.00"/>
6	Mobilization for Urgent Work Order over \$25,000.01 Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$7,943.00"/> Total: <input type="text" value="\$7,943.00"/>
7	Provide Foreperson Quantity: <u> 1 </u> UOM: <u> HRS </u> Unit price: <input type="text" value="\$177.00"/> Total: <input type="text" value="\$177.00"/>
8	Provide Laborer / Crewperson Quantity: <u> 1 </u> UOM: <u> HRS </u> Unit price: <input type="text" value="\$92.00"/> Total: <input type="text" value="\$92.00"/>
9	Furnish Combination Cleaner Truck Quantity: <u> 1 </u> UOM: <u> HRS </u> Unit price: <input type="text" value="\$366.00"/> Total: <input type="text" value="\$366.00"/>
10	Provide Backhoe Quantity: <u> 1 </u> UOM: <u> DAYS </u> Unit price: <input type="text" value="\$733.00"/> Total: <input type="text" value="\$733.00"/>

11	Project Planning Cost (When no work order is issued)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$61.00"/>	Total: <input type="text" value="\$61.00"/>
12	Demolish Slab on Grade, ? 8 inches thick	Quantity: <u> 1 </u> UOM: <u> SF </u>	Unit price: <input type="text" value="\$12.00"/>	Total: <input type="text" value="\$12.00"/>
13	Demolish Slab over Wet Well or Vault > 8 inches ? 12 inches thick	Quantity: <u> 1 </u> UOM: <u> SF </u>	Unit price: <input type="text" value="\$25.00"/>	Total: <input type="text" value="\$25.00"/>
14	Demolish and Remove Asphalt Paving	Quantity: <u> 1 </u> UOM: <u> SF </u>	Unit price: <input type="text" value="\$12.00"/>	Total: <input type="text" value="\$12.00"/>
15	Demolish Valve Vault and Top Slab	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$4,888.00"/>	Total: <input type="text" value="\$4,888.00"/>
16	Remove existing Iron Piping and Fittings in Wet Wells or Vaults	Quantity: <u> 1 </u> UOM: <u> TN </u>	Unit price: <input type="text" value="\$122.00"/>	Total: <input type="text" value="\$122.00"/>
17	Remove existing Iron Piping and Fittings below Grade, including Excavation, Temporary Restraint, Backfilling, Compaction, and Restoration	Quantity: <u> 1 </u> UOM: <u> TN </u>	Unit price: <input type="text" value="\$122.00"/>	Total: <input type="text" value="\$122.00"/>
18	Remove existing Valves (12 inches and under) below Grade, including Excavation, Backfilling, Compaction and Restoration	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$306.00"/>	Total: <input type="text" value="\$306.00"/>
19	Remove existing Valves (12 inches and under) in Wet Wells or Vaults	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$611.00"/>	Total: <input type="text" value="\$611.00"/>
20	Remove existing Pump Base Ells and Rails	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$3,055.00"/>	Total: <input type="text" value="\$3,055.00"/>
21	Remove existing PVC Piping and Fittings in Wet Wells or Vaults	Quantity: <u> 1 </u> UOM: <u> LB </u>	Unit price: <input type="text" value="\$1.00"/>	Total: <input type="text" value="\$1.00"/>
22	Remove existing Chain Link Fence	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit price: <input type="text" value="\$7.00"/>	Total: <input type="text" value="\$7.00"/>
23	Plug and Prepare Abandoned Pipe for Grout Filling			

	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$61.00"/>	Total: <input type="text" value="\$61.00"/>
24	Grout Fill Abandoned Pipe Quantity: <u> 1 </u> UOM: <u>CY</u>	Unit price: <input type="text" value="\$61.00"/>	Total: <input type="text" value="\$61.00"/>
25	Demolish Wet Well (6 foot or 8 foot diameter) Quantity: <u> 1 </u> UOM: <u>VF</u>	Unit price: <input type="text" value="\$61.00"/>	Total: <input type="text" value="\$61.00"/>
26	Fill in Abandoned Wet Well or Valve Vault Quantity: <u> 1 </u> UOM: <u>CY</u>	Unit price: <input type="text" value="\$30.00"/>	Total: <input type="text" value="\$30.00"/>
27	Remove Fillet from Bottom of Wet Well Quantity: <u> 1 </u> UOM: <u>CF</u>	Unit price: <input type="text" value="\$122.00"/>	Total: <input type="text" value="\$122.00"/>
28	F & I Temporary By-pass Pumps and Piping (up to 50,000 gpd) Quantity: <u> 1 </u> UOM: <u>DAYS</u>	Unit price: <input type="text" value="\$204.00"/>	Total: <input type="text" value="\$204.00"/>
29	F & I Temporary By-pass Pumps and Piping (50,001 gpd to 250,000 gpd) Quantity: <u> 1 </u> UOM: <u>DAYS</u>	Unit price: <input type="text" value="\$275.00"/>	Total: <input type="text" value="\$275.00"/>
30	F & I Temporary By-pass Pumps and Piping (250,001 to 1.0 mgd) Quantity: <u> 1 </u> UOM: <u>DAYS</u>	Unit price: <input type="text" value="\$427.00"/>	Total: <input type="text" value="\$427.00"/>
31	F & I Temporary By-pass Pumps and Piping (over 1.0 mgd) Quantity: <u> 1 </u> UOM: <u>DAYS</u>	Unit price: <input type="text" value="\$427.00"/>	Total: <input type="text" value="\$427.00"/>
32	Operate and Maintain Temporary By-pass System (up to 50,000 gpd) Quantity: <u> 1 </u> UOM: <u>DAYS</u>	Unit price: <input type="text" value="\$204.00"/>	Total: <input type="text" value="\$204.00"/>
33	Operate and Maintain Temporary By-pass System (50,001 gpd to 250,000 gpd) Quantity: <u> 1 </u> UOM: <u>DAYS</u>	Unit price: <input type="text" value="\$275.00"/>	Total: <input type="text" value="\$275.00"/>
34	Operate and Maintain Temporary By-pass System (250,001 gpd to 1.0 mgd) Quantity: <u> 1 </u> UOM: <u>DAYS</u>	Unit price: <input type="text" value="\$427.00"/>	Total: <input type="text" value="\$427.00"/>
35	Operate and Maintain Temporary By-pass System (over 1.0 mgd) Quantity: <u> 1 </u> UOM: <u>DAYS</u>	Unit price: <input type="text" value="\$427.00"/>	Total: <input type="text" value="\$427.00"/>

36	Exploratory Excavation	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$1,833.00"/>	Total: <input type="text" value="\$1,833.00"/>
37	Non-Exploratory Excavation	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$3,055.00"/>	Total: <input type="text" value="\$3,055.00"/>
38	Furnish and Install Temporary Line Stop (4" to 6")	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$6,120.00"/>	Total: <input type="text" value="\$6,120.00"/>
39	Furnish and Install Temporary Line Stop (8" to 12")	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$7,140.00"/>	Total: <input type="text" value="\$7,140.00"/>
40	Furnish and Install Temporary Line Stop (14" to 24")	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$10,200.00"/>	Total: <input type="text" value="\$10,200.00"/>
41	8 inch Lime Rock Base Course including Sub-base Preparation	Quantity: <u> 1 </u> UOM: <u>CY</u>	Unit price: <input type="text" value="\$245.00"/>	Total: <input type="text" value="\$245.00"/>
42	12 inch Lime Rock Base Course including Sub-base Preparation	Quantity: <u> 1 </u> UOM: <u>CY</u>	Unit price: <input type="text" value="\$257.00"/>	Total: <input type="text" value="\$257.00"/>
43	Saw Cut Asphalt Paving	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit price: <input type="text" value="\$6.00"/>	Total: <input type="text" value="\$6.00"/>
44	1 inch Asphalt Concrete Pavement	Quantity: <u> 1 </u> UOM: <u>SY</u>	Unit price: <input type="text" value="\$26.00"/>	Total: <input type="text" value="\$26.00"/>
45	2 inch Asphalt Concrete Pavement	Quantity: <u> 1 </u> UOM: <u>SY</u>	Unit price: <input type="text" value="\$56.00"/>	Total: <input type="text" value="\$56.00"/>
46	Furnish and Install 3/4 inch Washed Rock over Weed Barrier	Quantity: <u> 1 </u> UOM: <u>SY</u>	Unit price: <input type="text" value="\$49.00"/>	Total: <input type="text" value="\$49.00"/>
47	Furnish and Install Seed and Mulch	Quantity: <u> 1 </u> UOM: <u>SY</u>	Unit price: <input type="text" value="\$4.00"/>	Total: <input type="text" value="\$4.00"/>
48	Furnish and Install Bahia Sod	Quantity: <u> 1 </u> UOM: <u>SY</u>	Unit price: <input type="text" value="\$6.00"/>	Total: <input type="text" value="\$6.00"/>

49	Furnish and Install Floratam Sod	Quantity: <u> 1 </u> UOM: <u> SY </u>	Unit price: <input type="text" value="\$8.00"/>	Total: <input type="text" value="\$8.00"/>
50	Furnish and Install Pipe Bollards	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$306.00"/>	Total: <input type="text" value="\$306.00"/>
51	Relocate Existing Chain Link Fence	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit price: <input type="text" value="\$6.00"/>	Total: <input type="text" value="\$6.00"/>
52	Furnish and Install New 6-foot Chain Link Fence	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit price: <input type="text" value="\$61.00"/>	Total: <input type="text" value="\$61.00"/>
53	Furnish and Install 12-foot Chain Link Swing Gate	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$3,055.00"/>	Total: <input type="text" value="\$3,055.00"/>
54	Furnish and Install 10-foot Chain Link Roller Gate	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$1,833.00"/>	Total: <input type="text" value="\$1,833.00"/>
55	Furnish and Install 12-foot Chain Link Roller Gate	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$1,833.00"/>	Total: <input type="text" value="\$1,833.00"/>
56	Produce and Submit As-built Drawings	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$4,888.00"/>	Total: <input type="text" value="\$4,888.00"/>
57	Saw Cut Concrete up to 12 inches thick	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit price: <input type="text" value="\$37.00"/>	Total: <input type="text" value="\$37.00"/>
58	Saw Cut Concrete > 12 inches ? 24 inches thick	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit price: <input type="text" value="\$43.00"/>	Total: <input type="text" value="\$43.00"/>
59	Core Hole in Concrete up to 12 inches thick (less than 6 inch diameter)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$122.00"/>	Total: <input type="text" value="\$122.00"/>
60	Core Hole in Concrete up to 12 inches thick (6 inch to 12 inch diameter)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$856.00"/>	Total: <input type="text" value="\$856.00"/>
61	Core Hole in Concrete up to 12 inches thick (over 12 inch diameter)			

Quantity: 1 UOM: EA Unit price: Total:

62 Furnish and Install Precast Wet Well Structure (6 foot diameter)

Quantity: 1 UOM: VF Unit price: Total:

63 Furnish and Install Precast Wet Well Structure (8 foot diameter)

Quantity: 1 UOM: VF Unit price: Total:

64 Furnish and Install Precast Wet Well Structure (10 foot diameter)

Quantity: 1 UOM: VF Unit price: Total:

65 Furnish and Install Precast Wet Well Structure (12 foot diameter)

Quantity: 1 UOM: VF Unit price: Total:

66 Furnish and Install Wet Well Precast Top Slab with 3 foot x 4 foot Hatch (6 foot diameter)

Quantity: 1 UOM: EA Unit price: Total:

67 Furnish and Install Wet Well Precast Top Slab with 3.5 foot x 5 foot Hatch (8 foot diameter)

Quantity: 1 UOM: EA Unit price: Total:

68 Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (10 foot diameter)

Quantity: 1 UOM: EA Unit price: Total:

69 Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (12 foot diameter)

Quantity: 1 UOM: EA Unit price: Total:

70 Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 47"

Quantity: 1 UOM: EA Unit price: Total:

71 Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 53"

Quantity: 1 UOM: EA Unit price: Total:

72 Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 71"

Quantity: 1 UOM: EA Unit price: Total:

73 Furnish and Install Retrofit Hatch (TPD - 300 psf) 59" x 59"

Quantity: 1 UOM: EA Unit price: Total:

74	Furnish and Install Wet Well Fillet Quantity: <u> 1 </u> UOM: <u> CF </u> Unit price: <input type="text" value="\$184.00"/> Total: <input type="text" value="\$184.00"/>
75	Furnish and Install 4.5 foot x 7.0 foot Precast Meter Vault Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$19,380.00"/> Total: <input type="text" value="\$19,380.00"/>
76	Furnish and Install 5.5 foot x 8.0 foot Precast Meter Vault Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$20,400.00"/> Total: <input type="text" value="\$20,400.00"/>
77	Furnish and Install 6.5 foot x 9.0 foot Precast Meter Vault Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$22,440.00"/> Total: <input type="text" value="\$22,440.00"/>
79	Furnish and Install 5.0 foot x 5.0 foot Precast Meter Vault Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$18,329.00"/> Total: <input type="text" value="\$18,329.00"/>
80	Furnish and Install 6.0 foot x 6.0 foot Precast Meter Vault Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$21,624.00"/> Total: <input type="text" value="\$21,624.00"/>
81	Wet Well and Manhole Interior Surface Preparation Quantity: <u> 1 </u> UOM: <u> SF </u> Unit price: <input type="text" value="\$5.00"/> Total: <input type="text" value="\$5.00"/>
82	Furnish and Install Wet Well and Manhole Cementitious Coating - Brick Structures Quantity: <u> 1 </u> UOM: <u> SF </u> Unit price: <input type="text" value="\$6.00"/> Total: <input type="text" value="\$6.00"/>
83	Furnish and Install Wet Well and Manhole Cementitious Coating - Precast Structures Quantity: <u> 1 </u> UOM: <u> SF </u> Unit price: <input type="text" value="\$6.00"/> Total: <input type="text" value="\$6.00"/>
84	Furnish and Install Bituminastic Coating Quantity: <u> 1 </u> UOM: <u> SF </u> Unit price: <input type="text" value="\$6.00"/> Total: <input type="text" value="\$6.00"/>
85	Furnish and Install Wet Well with Sewper Coat Quantity: <u> 1 </u> UOM: <u> SF </u> Unit price: <input type="text" value="\$31.00"/> Total: <input type="text" value="\$31.00"/>
86	Furnish and Install Injected Chemical Grout in Concrete Structures Quantity: <u> 1 </u> UOM: <u> GAL </u> Unit price: <input type="text" value="\$20.00"/> Total: <input type="text" value="\$20.00"/>
87	Furnish and Install Meter Vault Ladder Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$1,222.00"/> Total: <input type="text" value="\$1,222.00"/>

88	Furnish and Install Reinforced Concrete Slab on Grade (up to 12 inches thick)	Quantity: <u> 1 </u> UOM: <u> CY </u>	Unit price: <input type="text" value="\$408.00"/>	Total: <input type="text" value="\$408.00"/>
89	Furnish and Install Reinforced Formed Concrete	Quantity: <u> 1 </u> UOM: <u> CY </u>	Unit price: <input type="text" value="\$408.00"/>	Total: <input type="text" value="\$408.00"/>
90	Furnish and Install Miscellaneous Unreinforced Formed Concrete	Quantity: <u> 1 </u> UOM: <u> CY </u>	Unit price: <input type="text" value="\$408.00"/>	Total: <input type="text" value="\$408.00"/>
91	Furnish and Install Tremie Concrete	Quantity: <u> 1 </u> UOM: <u> CY </u>	Unit price: <input type="text" value="\$214.00"/>	Total: <input type="text" value="\$214.00"/>
92	Form and Pour Concrete Sidewalk (6 inch thick unreinforced)	Quantity: <u> 1 </u> UOM: <u> SY </u>	Unit price: <input type="text" value="\$73.00"/>	Total: <input type="text" value="\$73.00"/>
93	Furnish and Install Flowable Fill	Quantity: <u> 1 </u> UOM: <u> CY </u>	Unit price: <input type="text" value="\$153.00"/>	Total: <input type="text" value="\$153.00"/>
94	Furnish Concrete Pump	Quantity: <u> 1 </u> UOM: <u> HRS </u>	Unit price: <input type="text" value="\$489.00"/>	Total: <input type="text" value="\$489.00"/>
95	Furnish and Install 4 inch FLG Plug Valve with Stainless Steel Accessories	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$3,055.00"/>	Total: <input type="text" value="\$3,055.00"/>
96	Furnish and Install 6 inch FLG Plug Valve with Stainless Steel Accessories	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$4,277.00"/>	Total: <input type="text" value="\$4,277.00"/>
97	Furnish and Install 8 inch FLG Plug Valve with Stainless Steel Accessories	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$4,399.00"/>	Total: <input type="text" value="\$4,399.00"/>
98	Furnish and Install 10 inch FLG Plug Valve with Stainless Steel Accessories	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$4,522.00"/>	Total: <input type="text" value="\$4,522.00"/>
99	Furnish and Install 12 inch FLG Plug Valve with Stainless Steel Accessories	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$4,643.00"/>	Total: <input type="text" value="\$4,643.00"/>
100	Furnish and Install 4 inch Check Valve with Stainless Steel Accessories			

Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$4,277.00"/>	Total: <input type="text" value="\$4,277.00"/>
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101 Furnish and Install 6 inch Check Valve with Stainless Steel Accessories	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$5,499.00"/>	Total: <input type="text" value="\$5,499.00"/>
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102 Furnish and Install 8 inch Check Valve with Stainless Steel Accessories	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$5,621.00"/>	Total: <input type="text" value="\$5,621.00"/>
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103 Furnish and Install 10 inch Check Valve with Stainless Steel Accessories	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$5,744.00"/>	Total: <input type="text" value="\$5,744.00"/>
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104 Furnish and Install 12 inch Check Valve with Stainless Steel Accessories	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$5,865.00"/>	Total: <input type="text" value="\$5,865.00"/>
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105 Furnish and Install 4 inch Pump Out Connection	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$2,444.00"/>	Total: <input type="text" value="\$2,444.00"/>
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106 Furnish and Install 6 inch Pump Out Connection	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$3,055.00"/>	Total: <input type="text" value="\$3,055.00"/>
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107 Furnish and Install 4 inch MJ Plug Valve with Accessories	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$4,888.00"/>	Total: <input type="text" value="\$4,888.00"/>
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108 Furnish and Install 6 inch MJ Plug Valve with Accessories	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$5,010.00"/>	Total: <input type="text" value="\$5,010.00"/>
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109 Furnish and Install 8 inch MJ Plug Valve with Accessories	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$5,133.00"/>	Total: <input type="text" value="\$5,133.00"/>
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110 Furnish and Install 10 inch MJ Plug Valve with Accessories	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$5,254.00"/>	Total: <input type="text" value="\$5,254.00"/>
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111 Furnish and Install 12 inch MJ Plug Valve with Accessories	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$5,376.00"/>	Total: <input type="text" value="\$5,376.00"/>
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112 Furnish and Install 4 inch Flanged DI Piping	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit price: <input type="text" value="\$298.00"/>	Total: <input type="text" value="\$298.00"/>
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113	Furnish and Install 6 inch Flanged DI Piping Quantity: <u> 1 </u> UOM: <u> LF </u> Unit price: <input type="text" value="\$308.00"/> Total: <input type="text" value="\$308.00"/>
114	Furnish and Install 8 inch Flanged DI Piping Quantity: <u> 1 </u> UOM: <u> LF </u> Unit price: <input type="text" value="\$378.00"/> Total: <input type="text" value="\$378.00"/>
115	Furnish and Install 10 inch Flanged DI Piping Quantity: <u> 1 </u> UOM: <u> LF </u> Unit price: <input type="text" value="\$461.00"/> Total: <input type="text" value="\$461.00"/>
116	Furnish and Install 12 inch Flanged DI Piping Quantity: <u> 1 </u> UOM: <u> LF </u> Unit price: <input type="text" value="\$559.00"/> Total: <input type="text" value="\$559.00"/>
117	Furnish and Install 4 inch MJ Flexible Joint Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$733.00"/> Total: <input type="text" value="\$733.00"/>
118	Furnish and Install 6 inch MJ Flexible Joint Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$856.00"/> Total: <input type="text" value="\$856.00"/>
119	Furnish and Install 8 inch MJ Flexible Joint Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$977.00"/> Total: <input type="text" value="\$977.00"/>
120	Furnish and Install 10 inch MJ Flexible Joint Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$1,100.00"/> Total: <input type="text" value="\$1,100.00"/>
121	Furnish and Install Stainless Steel Float Hanger Bracket Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$366.00"/> Total: <input type="text" value="\$366.00"/>
122	Furnish and Install Wet Well Vent Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$3,666.00"/> Total: <input type="text" value="\$3,666.00"/>
123	Furnish and Install 1 inch Water Service Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$816.00"/> Total: <input type="text" value="\$816.00"/>
124	Furnish and Install 1 inch Back Flow Prevention Device Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$1,224.00"/> Total: <input type="text" value="\$1,224.00"/>
125	Furnish and Install 2 inch Water Service Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <input type="text" value="\$3,060.00"/> Total: <input type="text" value="\$3,060.00"/>

126	Furnish and Install 2 inch Back Flow Prevention Device	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$2,040.00"/>	Total: <input type="text" value="\$2,040.00"/>
127	Furnish and Install 4 inch DIP Mechanical Joint Force Main	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit price: <input type="text" value="\$79.00"/>	Total: <input type="text" value="\$79.00"/>
128	Furnish and Install 6 inch DIP Mechanical Joint Force Main	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit price: <input type="text" value="\$89.00"/>	Total: <input type="text" value="\$89.00"/>
129	Furnish and Install 8 inch DIP Mechanical Joint Force Main	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit price: <input type="text" value="\$92.00"/>	Total: <input type="text" value="\$92.00"/>
130	Furnish and Install 10 inch DIP Mechanical Joint Force Main	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit price: <input type="text" value="\$102.00"/>	Total: <input type="text" value="\$102.00"/>
131	Furnish and Install 12 inch DIP Mechanical Joint Force Main	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit price: <input type="text" value="\$107.00"/>	Total: <input type="text" value="\$107.00"/>
132	Furnish and Install MJ DIP Force Main Fittings and Accessories	Quantity: <u> 1 </u> UOM: <u> LBS </u>	Unit price: <input type="text" value="\$34.00"/>	Total: <input type="text" value="\$34.00"/>
133	Furnish and Install Connection to Existing Force Main - 4 inch	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$4,277.00"/>	Total: <input type="text" value="\$4,277.00"/>
134	Furnish and Install Connection to Existing Force Main - 6 inch	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$4,399.00"/>	Total: <input type="text" value="\$4,399.00"/>
135	Furnish and Install Connection to Existing Force Main - 8 inch	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$4,522.00"/>	Total: <input type="text" value="\$4,522.00"/>
136	Furnish and Install Connection to Existing Force Main - 10 inch	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$4,583.00"/>	Total: <input type="text" value="\$4,583.00"/>
137	Furnish and Install Connection to Existing Force Main - 12 inch	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$4,643.00"/>	Total: <input type="text" value="\$4,643.00"/>
138	Furnish and Install Flanged DIP Fittings			

Quantity: <u> 1 </u> UOM: <u> LBS </u>	Unit price: <u> \$31.00 </u>	Total: <u> \$31.00 </u>
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139 Furnish and Install Pressure Gauge Assembly

Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <u> \$3,055.00 </u>	Total: <u> \$3,055.00 </u>
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140 Furnish and Install 1 tap for Additional Transducer

Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <u> \$245.00 </u>	Total: <u> \$245.00 </u>
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141 Furnish and Install 3" Drain Pipe from Valve Vault to Wet Well

Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <u> \$1,833.00 </u>	Total: <u> \$1,833.00 </u>
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142 Install City Supplied Passive Odor Control Unit with Connection to Panel

Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <u> \$612.00 </u>	Total: <u> \$612.00 </u>
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143 Install City Supplied Active Odor Control Unit with Connection to Panel

Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <u> \$1,857.00 </u>	Total: <u> \$1,857.00 </u>
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144 Remove Existing Control Panel (duplex)

Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <u> \$4,277.00 </u>	Total: <u> \$4,277.00 </u>
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145 Remove Existing Control Panel (triplex)

Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <u> \$4,399.00 </u>	Total: <u> \$4,399.00 </u>
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146 Remove Existing Electric Meter

Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <u> \$4,277.00 </u>	Total: <u> \$4,277.00 </u>
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147 Relocate Existing Control Panel (up to 30 feet)

Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <u> \$1,833.00 </u>	Total: <u> \$1,833.00 </u>
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148 Relocate Existing Electric Meter (up to 30 feet)

Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <u> \$1,833.00 </u>	Total: <u> \$1,833.00 </u>
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149 Install City Supplied Control Panel - up to 10 HP

Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <u> \$17,107.00 </u>	Total: <u> \$17,107.00 </u>
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150 Install City Supplied Control Panel - over 10 HP to 20 HP

Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <u> \$18,329.00 </u>	Total: <u> \$18,329.00 </u>
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151	Install City Supplied Control Panel - over 20 HP to 40 HP (duplex)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$18,452.00"/>	Total: <input type="text" value="\$18,452.00"/>
152	Install City Supplied Control Panel - over 20 HP to 40 HP (triplex)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$18,574.00"/>	Total: <input type="text" value="\$18,574.00"/>
153	Install City Supplied Control Panel - 50 HP to 100 HP (duplex)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$18,686.00"/>	Total: <input type="text" value="\$18,686.00"/>
154	Install City Supplied Control Panel - 50 HP to 100 HP (triplex)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$19,551.00"/>	Total: <input type="text" value="\$19,551.00"/>
155	Furnish and Install 3/4 inch Bubbler System Piping, Fittings and Appurtenances	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$4,888.00"/>	Total: <input type="text" value="\$4,888.00"/>
156	Remove and Properly Store Existing Pumps during Construction	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$1,222.00"/>	Total: <input type="text" value="\$1,222.00"/>
157	Install/Reinstall Pumps Including Reconnection to Panel	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$1,222.00"/>	Total: <input type="text" value="\$1,222.00"/>
158	Disconnect and Remove Existing Floats from Wet Well	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$122.00"/>	Total: <input type="text" value="\$122.00"/>
159	Install and Reconnect City Supplied Floats in Wet Well	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$306.00"/>	Total: <input type="text" value="\$306.00"/>
160	Furnish and Install Power Present Indicator Light (blue)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$245.00"/>	Total: <input type="text" value="\$245.00"/>
161	Install City Supplied Connection/Isolation Panel (duplex)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$3,666.00"/>	Total: <input type="text" value="\$3,666.00"/>
162	Install City Supplied Connection/Isolation Panel (triplex)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit price: <input type="text" value="\$3,788.00"/>	Total: <input type="text" value="\$3,788.00"/>
163	Furnish and Install 200 AMP Electrical Service to Lift Station	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit price: <input type="text" value="\$61.00"/>	Total: <input type="text" value="\$61.00"/>

164	Furnish and Install 400 AMP Electrical Service to Lift Station	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit price: <input type="text" value="\$73.00"/>	Total: <input type="text" value="\$73.00"/>
165	Furnish and Install 200A Emergency Connection/Transfer Panel	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$2,444.00"/>	Total: <input type="text" value="\$2,444.00"/>
166	Furnish and Install 400A Emergency Connection/Transfer Panel	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$2,444.00"/>	Total: <input type="text" value="\$2,444.00"/>
167	Furnish and Install Temporary Electrical Service	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$1,833.00"/>	Total: <input type="text" value="\$1,833.00"/>
168	Furnish and Install Temporary Control Panel	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$1,222.00"/>	Total: <input type="text" value="\$1,222.00"/>
169	Furnish and Install 3 inch Aluminum Conduit	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit price: <input type="text" value="\$12.00"/>	Total: <input type="text" value="\$12.00"/>
170	Furnish and Install 2 inch Aluminum Conduit	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit price: <input type="text" value="\$8.00"/>	Total: <input type="text" value="\$8.00"/>
171	Furnish and Install 1-1/2 inch Aluminum Conduit	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit price: <input type="text" value="\$6.00"/>	Total: <input type="text" value="\$6.00"/>
172	Furnish and Install 1 inch Aluminum Conduit	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit price: <input type="text" value="\$5.00"/>	Total: <input type="text" value="\$5.00"/>
173	Furnish and Install 3/4 inch Aluminum Conduit	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit price: <input type="text" value="\$4.00"/>	Total: <input type="text" value="\$4.00"/>
174	Furnish and Install 2 inch PVC Conduit	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit price: <input type="text" value="\$5.00"/>	Total: <input type="text" value="\$5.00"/>
175	Furnish and Install 1 inch PVC Conduit	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit price: <input type="text" value="\$2.00"/>	Total: <input type="text" value="\$2.00"/>
176	Furnish and Install 3/4 inch PVC Conduit			

Quantity: <u> 1 </u> UOM: <u> LF </u> Unit price: <u> \$1.00 </u> Total: <u> \$1.00 </u>
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177 Remove existing Antenna and Support
Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <u> \$1,222.00 </u> Total: <u> \$1,222.00 </u>

178 Furnish and Install 2 inch Aluminum Pole for SCADA Antenna (max 20 feet)
Quantity: <u> 1 </u> UOM: <u> EA </u> Unit price: <u> \$2,444.00 </u> Total: <u> \$2,444.00 </u>

Award Total: \$506,604.00

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP E-04-24, Lift Station Rehabilitation and Repair Services
 (number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Lawrence R. Shortz Title President

Company (Legal Registered) Trio Development Corporation

Federal Tax Identification Number 59-0782751

Address 1701 NW 22nd Court

City/State/Zip Pompano Beach, FL 33069

Telephone No. 954-971-2288 Fax No. 954-971-0030

Email Address larry@triodevelopment.com



TRIO

DEVELOPMENT
CORPORATION

EST. 1956

E-04-24

LIFT STATION REHABILITATION AND REPAIRS SERVICES

TRIO DEVELOPMENT CORPORATION

Larry Shortz

1701 NW 22nd CT

Pompano Beach, FL 33069

954.971.2288

JANUARY 30, 2024

Trio

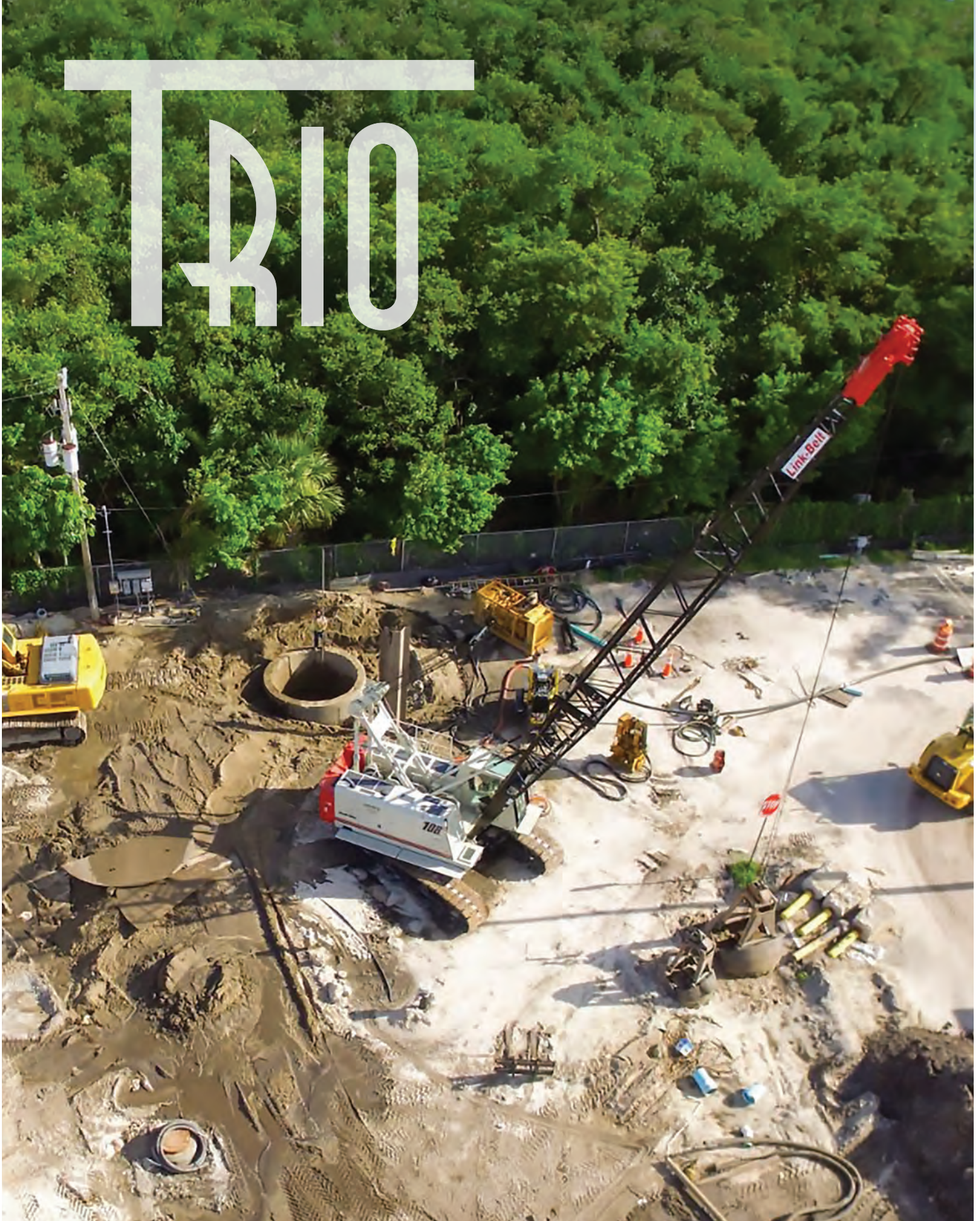


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LETTER OF TRANSMITTAL

PROJECT OVERVIEW

Trio Development appreciates the opportunity to submit the enclosed proposal for the rehabilitation and repairs to the City of Pompano Beach's lift stations under the City's RFP #E-04-24. It is Trio's understanding that the purpose of the project is to upgrade the City's lift stations that have failed or are nearing the end of their useful service life. Trio recognizes that a malfunction in the lift station has the potential to pose health and safety risks, leading to fines for the City due to possible sewage spills. We are dedicated to collaborating with the City to promptly address and mitigate such situations if they arise.

PROVIDED SERVICES

With a rich history dating back to 1956, Trio, a locally based business, boasts a remarkable record of building and rehabilitating over 4,000 lift stations. Our extensive experience and expertise uniquely positions us to cater to the City's lift station program at a reasonable cost. We take pride in our contribution to the City's infrastructure, having played a pivotal role in the construction or rehabilitation of approximately 2/3 of the City's lift stations—51 out of 79. With this extensive expertise, we have intimate knowledge of the City's requirements and expectations. In adherence to the RFP guidelines, as outlined on page 21 of the documents (pertaining to the 79 sites), we conducted site visits, ensuring a comprehensive grasp of local conditions that impact costs, progress, and performance. With our vast experience of over 1,500 lift station rehabilitations, we are equipped to navigate through diverse challenges. We are able to address any obstacles promptly and efficiently, without causing delays.

We self-perform about 85% of the work on a typical project. The subcontracted tasks, such as electrical work, are always handled by a dedicated team of well-established subcontractor companies known for delivering exceptional and prompt services.

Our familiarity with the City's expectations streamlines the lift station rehabilitation process, even in the absence of detailed project plans. Similarly, our understanding of Florida Power & Light's station reenergizing procedure ensures the prompt and cost-effective completion of projects, minimizing downtime and expenses.

Swift rehabilitation requires a large inventory of lift station-related materials and which Trio has at their local facility. In addition, Trio has a good working relationship with a local electrical engineering firm that is available on short notice to inspect the improved site so there are no delays in releasing clearance to FPL so power can then be quickly restored to the lift station. Moreover, Trio's capability to manage the City's projects has never been a concern, evidenced by successfully handling projects with contract amounts surpassing \$2.5 million. It's crucial to highlight that in our 68 years of business, we have never never filed a claim for additional costs, faced liquidated damages, been cited for a sewage spill, or had a claim for nonpayment filed against the company.

We appreciate the opportunity to be of service on the project. The individuals mentioned on the project contact sheet have the authority to represent Trio Development Corporation.

Very truly yours,

Lawrence R. Shortz
President

PROJECT CONTACTS

LAWRENCE R. SHORTZ

larry@triodevelopment.com

c 954.444.5399 | o 954.971.2288

SCOTT CHRISTIE

scott@triodevelopment.com

c 954.444.5406 | o 954.971.2288



HARD ROCK HOTEL MASTER LIFT STATION MECHANICAL PIPING

EXPERIENCE



LOCALLY OWNED AND OPERATED SINCE 1956

Trio Development Corp., established and headquartered in Pompano Beach, was officially incorporated in the State of Florida. Since 1956, we have consistently operated and thrived in Pompano Beach. Our initial endeavors included digging canals and constructing seawalls and docks in the City of Lighthouse Point. Evolving in the 1960s into an underground utility construction business, our team later transitioned into lift station construction during the 1970s. By the early 1980s, we honed our focus entirely on lift station construction, marking a significant milestone with the installation of all but two of the 28 lift stations that serve the entirety of Lighthouse Point and the Town of Hillsboro Beach. Since then, our focus has remained within the realm of lift station operations in the local area. To this day, Trio has successfully installed or rehabilitated over 4,000 lift stations, including 51 out of the 79 lift stations for the City of Pompano Beach.

Trio's intimate knowledge of Pompano Beach's lift stations and force main system translates into expedited construction timelines and cost savings. The company boasts a dedicated team of approximately 20-25 full-time employees.

TRIO'S MANAGEMENT TEAM

Lawrence R. Shortz, a resident of Pompano Beach, proudly serves as the President of Trio and has been a valuable member of the company since 1971. Holding a Bachelor's Degree in Business Administration from the University of Miami, he ascended through the ranks from field positions to his current leadership role.

Scott H. Christie holds the position of Secretary Treasurer at Trio. Joining the company in 1991, Mr. Christie brought with him a wealth of experience from the lift station coating business, as well as a background in pipeline construction and fabrication industries. Currently serving as the General Superintendent and Project Manager, he plays an important role in overseeing and actively contributing to our lift station rehabilitation projects.

Christopher R. Shortz holds the position of Vice President, bringing his expertise since 1997. As the Chief Estimator and a Project Manager, Chris plays a key role in material procurement and the strategic scheduling of subcontractors, contributing significantly to the smooth execution of projects.

In order for Trio to service their customers best, Trio focuses on working in a limited geographical location and strives to develop continuous relationships with their customers.



TEAM QUALIFICATIONS

Lawrence R. Shortz

With **53 years** of expertise in overseeing projects, scheduling crews, and managing subcontractors, Lawrence brings unparalleled experience to the field of lift station installations and rehabilitations.

Scott H. Christie

Scott brings a wealth of experience to Trio, accumulating **33 years** of service installing and rehabilitating lift stations. This includes working on numerous projects within the City of Pompano Beach.

Jose Cruz

Jose has over **24 years** of experience installing and rehabilitating lift stations. He has installed over 500 lift stations, at depths of up to 40 feet. These have been executed using both the open-cut method and the tremie method.

David Rothermel

David brings an extensive background of **36 years** in the underground utility business, with expertise in lift station installations and pipeline work. He has rehabilitated multiple stations in both Pompano Beach and Broward County.

225 YEARS

OF COLLECTIVE EXPERIENCE

Jose S. Ramirez

With **16 years** of experience at Trio, Jose plays a crucial role in managing the electrical aspects of projects. He oversees electrical and pump installations, as well as providing startup services.

Derrick Scott

With an impressive **29 years** of experience at Trio, Derrick plays a pivotal role in the execution of lift station piping.

Rudy Amaya

Rudy plays a pivotal role in the execution of lift station piping, accumulating **13 years** of experience at Trio.

Aureo Castro

Aureo is a key player in the execution of lift station piping, bringing an impressive **21 years** of experience to Trio.

RESOURCES



RESOURCES FOR LIFT STATION REHABILITATIONS

As part of a comprehensive array of company-owned equipment essential for lift station construction, Trio possesses and makes available, specifically for lift station rehabilitations 365 days a year, the following:

- 11 diesel by-pass pumps with capacities up to 2,300 GPM each. A minimum of 2 backup pumps are kept at Trio's facilities nights, weekends, and holidays when equipment rental facilities are closed should the need arise.
- Portable 50-100kW generators with temporary control panels to assist in case of catastrophic panel failures of lift stations.
- 2 electric by-pass pumps with a capacity of up to 3,000 GPM
- Concrete cutting and coring equipment
- HDPE pipe welding equipment
- Metal fabrication equipment
- In house mechanic to service by-pass pumps
- In house delivery equipment
- Vactor trucks

In response to supply chain challenges in the last couple of years, Trio has built a significant inventory of materials at its Pompano Beach location to expedite the rehabilitation of lift stations. This approach prevents dependency on extended delivery times, allowing Trio to promptly respond to emergencies or changes. Examples of stocked items within our typical inventory for lift station rehabilitation include:

- Base elbows, various manufactures, and sizes
- Stainless steel base elbow stabilizer plates
- Flanged pipe and fittings
- Plug valves, gate valves, and check valves
- Stainless steel guide rails and brackets
- Stainless steel pipe supports and braces
- Controls, pressure transducers, gauges
- Electrical components such as conduits (various sizes and types), explosion proof seal offs, panel rack components
- Various pump claw adapters to mate different brands of pumps and base elbows together
- Hatch covers

In addition to our existing inventory, we consistently place orders for equipment needed for various projects, ensuring that equipment is in transit and readily available.

METHODOLOGY

HOURS OF OPERATION & RESPONSE TIMES

Response time – Our strategic location within the City limits allows Trio to respond promptly to emergency calls from the City, typically within an hour. This rapid response time allows us to assess the situation and collaboratively work with the City to avoid and/or minimize interruption of essential services or potential sewage spills.

Normal work hours are from 6:30AM – 5:00PM Monday – Friday. Personnel are local and respond 24/7 365 days a year. After the initial assessment, response times are as follows:

- By-pass Equipment 2 hours
- Vactor Truck Services 1 hour
- Piping Repair Crew 4 hours
- Electrical Subcontractor 3 hours

Prior to commencing construction, pre-construction photos and/or videos are taken to ensure sites are returned to same or better condition after construction. Certified MOT are drawn and followed.

BY-PASSING

A by-pass design is developed so each by-pass pump will have a minimum capacity of four times the average daily flow of the station to be by-passed. Duplex by-pass pumps are utilized, a primary and a backup, both piped in separately enabling the backup pump to take over immediately in the unlikely failure of the primary pump. Pumps are monitored 24/7 via cell phone dialers by personnel on call. Pumps and by-pass piping are inspected daily to insure against issues that cannot be detected via the phone dialers. By-pass piping is DIP, HDPE or 150 PSI rated hard suction lines. Individual check valves are utilized on each pump prior to entry to the City's system. For full rehabilitations, a temporary by-pass connection is installed downstream of the lift station. If a local isolation valve is not in place or operable, a line stop will be utilized for

the installation of the temporary by-pass point. Flow through plugs for by-passing are avoided, if possible, to minimize the amount of surcharge in the gravity system and the risk of plugging. Temporary fencing will be installed around the by-pass pumps to prevent vandalism and provide site security. Any openings in existing structures will be protected where by-pass lines enter a structure to assure safety of residents and animals. The by-pass systems are tested for a minimum of 24 hours with the existing lift station controls set at a higher level than the by-pass system before taking the existing station out of service. Similarly, upon completion of the station, the by-pass system will be kept in place for a minimum of 24 hours as back up with the levels higher than the rehabilitated station to ensure proper operation of the station.

CONSTRUCTION

After the by-passing, plugging and vactoring of the wet well, the floors are thoroughly inspected for leaks and stability. A prevalent issue in submersible stations often involves the loosening of base elbows from the floor, primarily caused by a thin and weak floor or the vibrations generated by the pump. Many early submersible stations were constructed with RCP wet-wells, lacking the structural integrity of modern monolithic base units. To address this, the solution involves sealing any leaks and pouring a new reinforced concrete floor, utilizing robust 6,000 psi concrete. The wet well seams are inspected, any loose material is removed, and if necessary, sealed and regouted to enhance structural stability.

After the demolition is performed, the existing station is re-constructed from the floor up keeping the following in mind:

1. Pump suction clearances should be considered to determine if a step in the floor or raised base plates are required.
2. Stainless steel studs are to be welded to stabilizer plates and base elbows are bolted to plates utilizing lock nuts and approximately 3"x3"x3/8" square stainless-steel washers to provide greater stability around the fastener slots in the base elbows.
3. From there on, the station will be re-constructed as a new one incorporating items requested such as new valve boxes, hatches, and electrical components.
4. After start-up and testing, sites will be restored to or better than the original conditions.



HARD ROCK HOTEL MASTER LIFT STATION 36" DISCHARGE PIPING

PREVIOUS WORK PERFORMED FOR POMPANO BEACH



TYPICAL LIFT STATION PIPING IN PROGRESS IN WEST PALM BEACH

TRIO HAS BUILT OR REHABILITATED ALMOST 2/3 OF POMPANO BEACH LIFT STATIONS

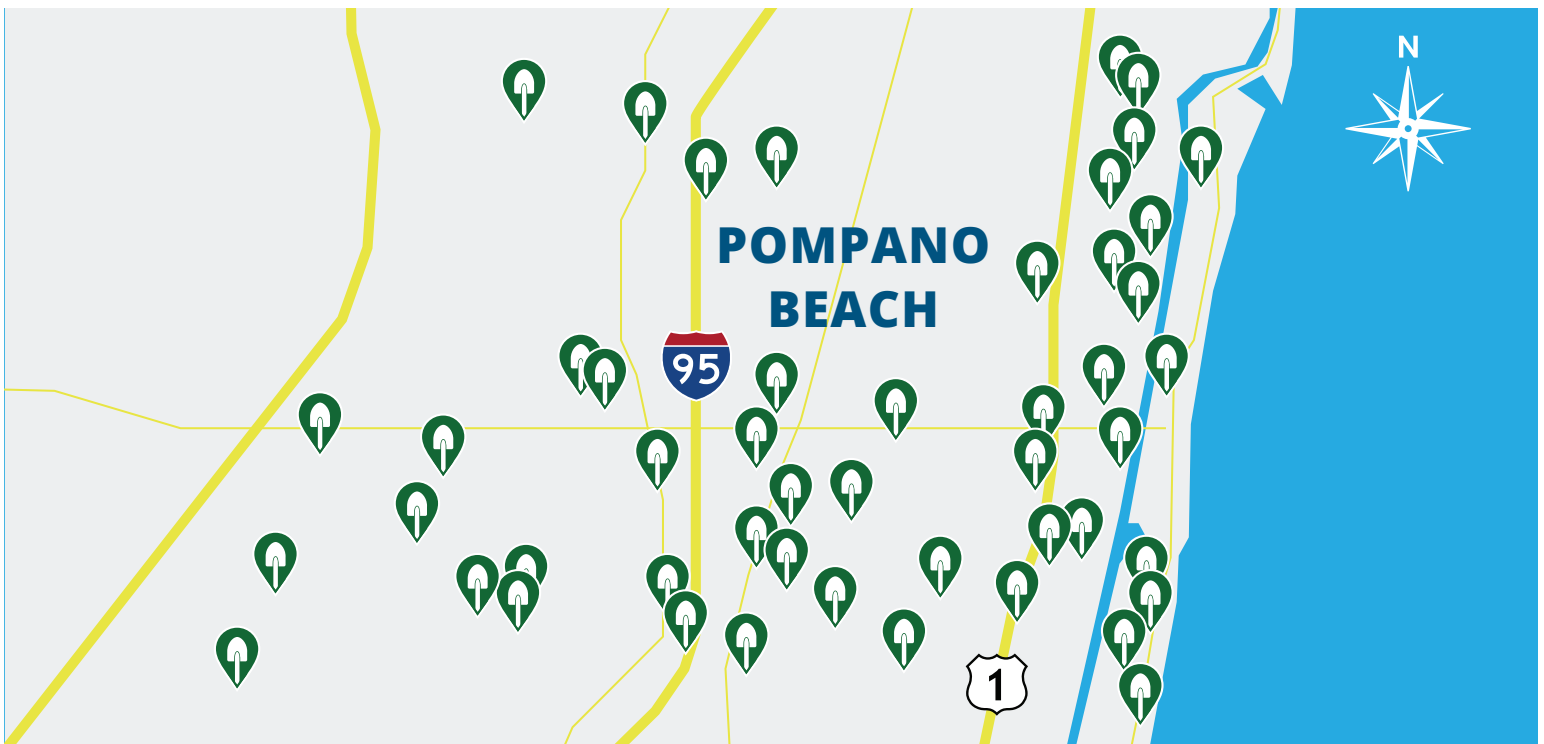
# OF JOBS	LS#	ADDRESS
1	10	3401 Spring Street Pompano Beach
2	11	1599 North Riverside Drive Pompano Beach
3	12	190 North Riverside Drive Pompano Beach
4	22	1680 East Terra Mar Drive Pompano Beach
5	23	1421 South Ocean Blvd Pompano Beach
6	26	2073 SE 15th CT Pompano Beach
7	27	1850 S. Ocean Blvd. Pompano Beach
8	30	2710 NE 24th ST Pompano Beach
9	31	2741 NE 23rd ST Pompano Beach
10	32	1690 NE 27th Ave Pompano Beach
11	33	1450 NE 27th Ave Pompano Beach
12	34	1210 NE 28th Ave Pompano Beach
13	35	1030 NE 27th Terrace Pompano Beach
14	36	2750 NE 9th ST Pompano Beach
15	37	2601 NE 1st ST Pompano Beach

PREVIOUS WORK PERFORMED FOR POMPANO BEACH

# OF JOBS	LS#	ADDRESS
16	40	2792 SE 3rd ST Pompano Beach
17	42	2371 SE 8th ST Pompano Beach
18	43	2211 SE 8th CT Pompano Beach
19	44	2100 SE 12th ST Pompano Beach
20	51	2000 NE 10th ST Pompano Beach
21	60	601 Pine Drive Pompano Beach
22	61	2000 SE 5th CT Pompano Beach
23	62	470 SE 1st Terrace Pompano Beach
24	65	651 SE 10th ST Pompano Beach
25	67	50 SE 12th ST Pompano Beach
26	68	451 SE 15th ST Pompano Beach
27	70	100 SE 2nd ST Pompano Beach
28	71	253 SW 5th CT Pompano Beach
29	72	917 SW 3rd Ave Pompano Beach
30	73	699 SW 15th ST Pompano Beach
31	82	380 NW 17th CT Pompano Beach
32	84	1687 NW 7th Terrace Pompano Beach
33	86	341 NW 1st ST Pompano Beach
34	90	351 SW 2nd CT Pompano Beach
35	91	800 South Dixie Hwy West Pompano Beach
36	92	903 SW 13th CT Pompano Beach
37	102	2021 North Andrews Ave Ext. Pompano Beach
38	106	398 NW 18th Ave Pompano Beach

PREVIOUS WORK PERFORMED FOR POMPANO BEACH

# OF JOBS	LS#	ADDRESS
39	107	299 NW 16th Ave Pompano Beach
40	111	1251 Sw 3rd ST Pompano Beach
41	112	2232 North Cypress Bend Drive Pompano Beach
42	113	1011 SW 12th Ave Pompano Beach
43	114	2291 South Cypress Bend Drive Pompano Beach
44	120	2271 North Powerline Road Pompano Beach
45	124	280 NW 27th Ave
46	130	2701 North Course Drive Pompano Beach
47	132	2857 Palm Aire Drive North Pompano Beach
48	134	2550 Palm Aire Drive South Pompano Beach
49	140	200 Oaks Drive Pompano Beach
50	141	3951 West Palm Aire Drive Pompano Beach
51	143	3993 Cypress Reach Court Pompano Beach



ALL 51 STATIONS MADE BY TRIO DEVELOPMENT CORPORATION IN POMPANO BEACH

EQUIPMENT NECESSARY TO PERFORM THE WORK



BROWARD UAZ 108 LIFT STATION INSTALLATION WITH 45' DEEP SHEET PILING AND NOT DEWATERED IN ORDER TO PREVENT SOIL DENSIFICATION THUS SETTLEMENT OF SURROUNDING STRUCTURES

EQUIPMENT NECESSARY TO PERFORM THE WORK

MAKE OR MANUFACTURER	MODEL #	DESCRIPTION OR TYPE
KOMATSU	PC 30 MR-5	EXCAVATOR
KOMATSU	PC 88 MR-11	EXCAVATOR
KOMATSU	PC 238 USLC-11	EXCAVATOR
CATERPILLAR	302.7D CR	EXCAVATOR
CATERPILLAR	303.5E CR	EXCAVATOR
KOMATSU	PC 35 MR-2	EXCAVATOR
KOMATSU	PC 308 USLC-3	EXCAVATOR
KOMATSU	PC 400 LC-7L	EXCAVATOR
KOMATSU	PC 400 LC-6LM	EXCAVATOR
CATERPILLAR	918M	WHEEL LOADER
CATERPILLAR	926M	WHEEL LOADER
KOMATSU	WA 200-L5	WHEEL LOADER
KOMATSU	WA 320-3MC	WHEEL LOADER
CATERPILLAR	928G	WHEEL LOADER
LINK BELT	LS-108H 5	CRAWLER CRANE
LINK BELT	LS-108H II	CRAWLER CRANE
LINK BELT	HSP 8015	HYDRAULIC CRANE
LINK BELT	HC 78A	TRUCK CRANE
CATERPILLAR	239D	COMPACT TRACK LOADER

EQUIPMENT NECESSARY TO PERFORM THE WORK

MAKE OR MANUFACTURER	MODEL #	DESCRIPTION OR TYPE
CATERPILLAR	420D	COMBINATION
BOBCAT	773	SKID STEER LOADER
TOYOTA	7FDU25	FORKLIFT
THOMPSON PUMP	12R-DDS	WELLPOINT PUMP, 12"
THOMPSON PUMP		WELLPOINT PUMP, 12"
THOMPSON PUMP		JET PUMP, 6"
THOMPSON PUMP		HYDRAULIC PUMP, 6"
SLOAN		HYDRAULIC PUMP, 8"
SLOAN	M612	HYDRAULIC PUMP, 6"
ACME DYNAMICS	HH200-60	BY-PASS PUMP, ELEC. 75HP, 8"
ACME DYNAMICS	AP200-60	BY-PASS PUMP, ELEC. 60HP, 8"
ACME DYNAMICS	DP 200E.QZ1	BY-PASS PUMP, DIESEL, 8"
PIONEER PUMP	PP66S12L71-E0410	BY-PASS PUMP # 5, DIESEL, 6"
PIONEER PUMP	PP66S12L71-E0410	BY-PASS PUMP # 6, DIESEL, 6"
GODWIN PUMP	CD150M	BY-PASS PUMP # 1, DIESEL, 6"
GODWIN PUMP	CD150M	BY-PASS PUMP # 2, DIESEL, 6"
GODWIN PUMP	CD150M	BY-PASS PUMP # 3, DIESEL, 6"
GODWIN PUMP	CD150S	BY-PASS PUMP # 4, DIESEL, 6"
GODWIN PUMP	CD225M	BY-PASS PUMP # 7, DIESEL, 8"
GODWIN PUMP	CD225M	BY-PASS PUMP # 8, DIESEL, 8"

REFERENCES

GEORGE LOPEZ

Construction Project Manager

**Broward County Water and Wastewater
Engineering Division**

2555 West Copans Road | Pompano Beach, FL 33069

954.831.0919 | galopez@broward.org

DANIEL POLLIO

Utility Director

City of Plantation

400 NW 73rd Ave. | Plantation, FL 33317

954.797.2159 | dpollio@plantation.org

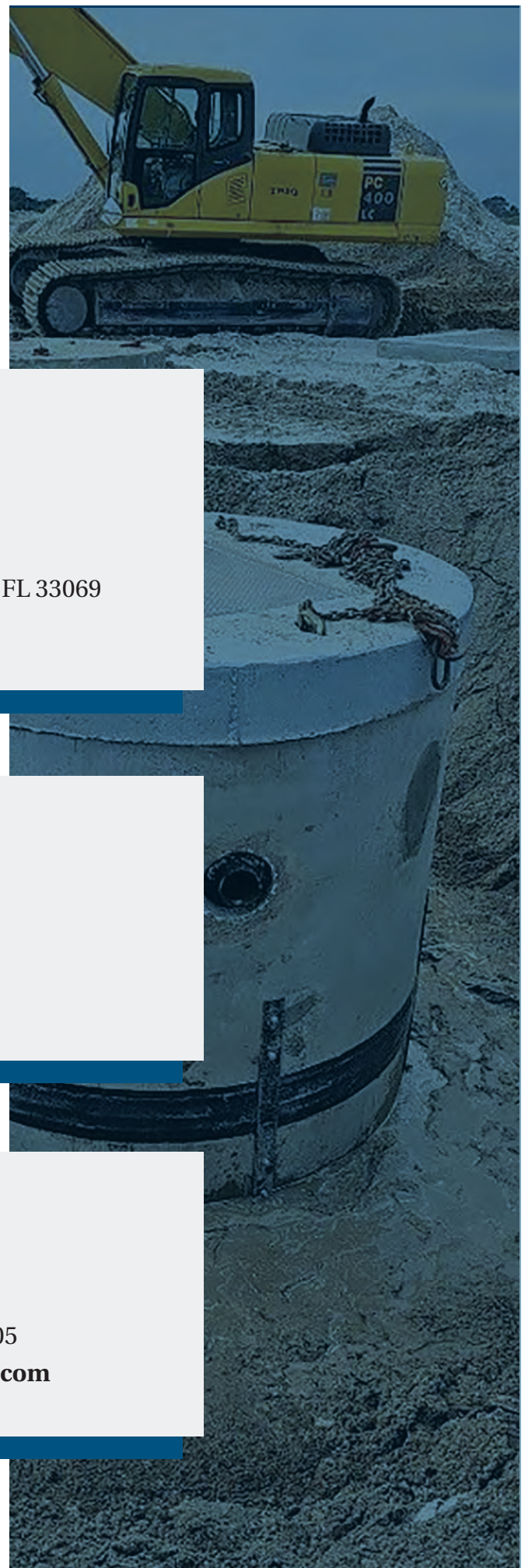
DAVID ARCHACKI

Utility Director

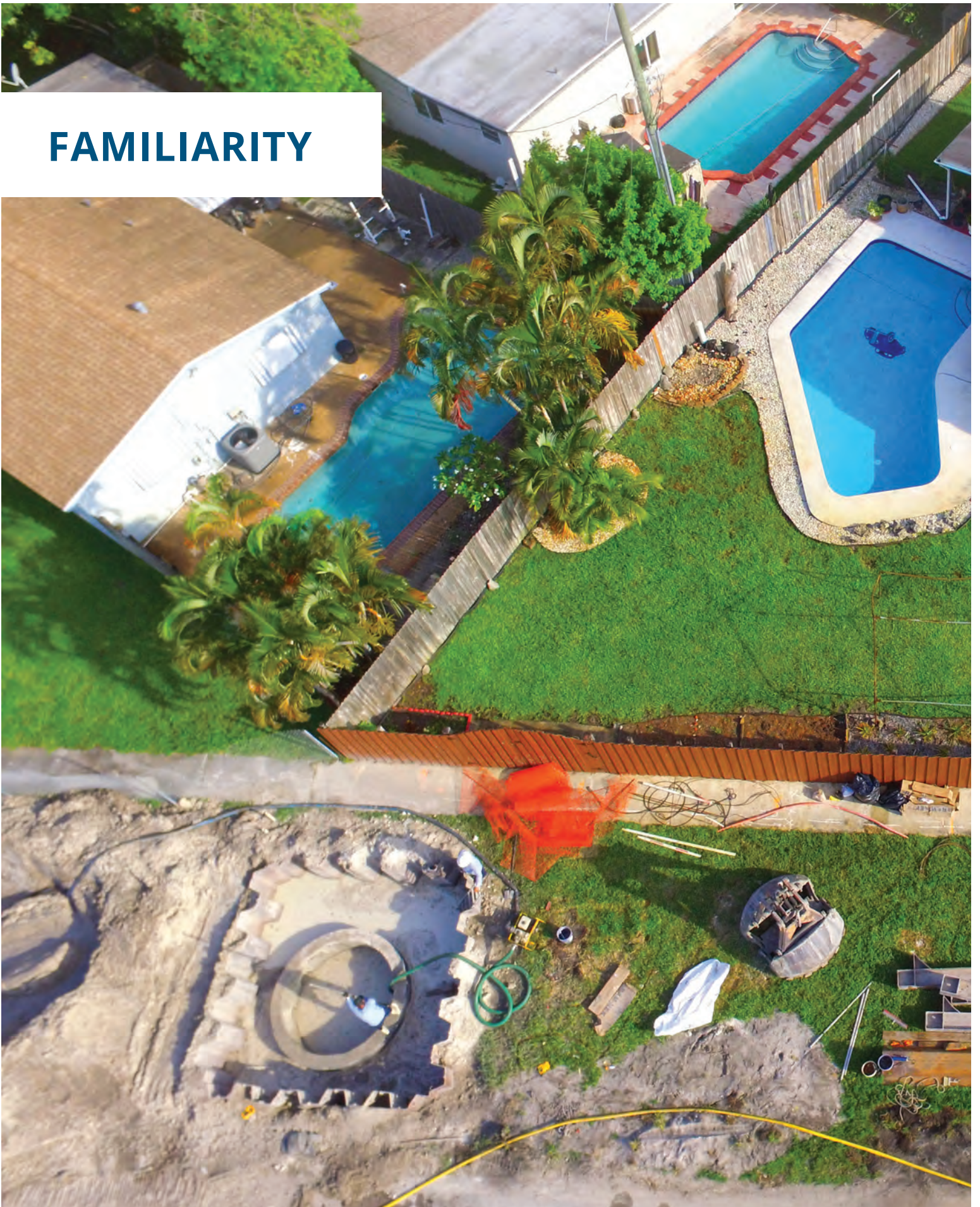
City of Wilton Manors

2020 Wilton Drive | Wilton Manors, FL 33305

954.390.2190 | darchacki@wiltonmanors.com



FAMILIARITY



BROWARD UAZ 108 LIFT STATION INSTALLATION WITH 45' SHEET PILING AND NOT DEWATERED AS TO PREVENT SOIL DENSIFICATION THUS SETTLEMENT OF SURROUNDING STRUCTURES

FAMILIARITY WITH THE CITY OF POMPANO BEACH'S LIFT STATIONS

Familiarity with a given municipality's lift stations and force main system results in reduced costs and minimizes the construction time therefore lessening the impact to residents. Factors that may not be accounted for on as-builts that impact costs and construction time are listed.

Abandoned lift station structures

Dry pit metal structures that have been cut below grade, especially in cases where "can" type stations were converted to submersible stations, impose limitations on rehabilitation options.

Unusual construction features

Some lift stations may have unique construction features, like sublevels in wet wells (e.g., LS 112 at 2232 North Cypress Club Drive). These features can restrict piping options and affect the overall construction approach.

Lead or asbestos

Stations that have undergone lead and/or asbestos abatement, or those expected to undergo it, require careful planning. Addressing abatement concerns ahead of the construction phase can prevent delays and extend by-pass time.

Structural issues in old stations

Older stations, built before the introduction of monolithic construction methods, may have structural issues. Anticipating these issues during the planning phase, especially when dealing with RCD construction and thin concrete floors, helps minimize delays and additional costs.

By-passing methods:

Stations that have been previously by-passed may benefit from duplicating successful by-pass methods. This approach can save both time and costs. These details are typically not included in standard as-builts.

Duplicating the successful by-passing methods employed in stations that were previously by-passed is a strategic approach to save both time and costs in similar scenarios.

1. Previously installed and buried temporary connection points for by-pass.
2. Valves and or line stops previously installed
3. Possible inter connection of gravity sewers on different basins can reduce by-pass sizes and costs.

Prior knowledge of the following expedites construction:

1. By-pass suction pipes left in pipe as in the case of terminal manholes in roadway.
2. Existing/unidentified private utilities previously encountered.
3. The presence of private station tie-ins that have to be considered so as not to put a private facility out of service and in danger of sewage spill.

LETTERS OF RECOMMENDATION





Public Works Department • Water and Wastewater Services
WATER AND WASTEWATER ENGINEERING DIVISION
 2555 West Copans Road • Pompano Beach, Florida 33069
 PHONE: 954-831-0745 • FAX: 954-831-0798/0925

December 20, 2023

Mr. Larry Shortz
 Trio Development Corporation
 1701 NW 22 Court
 Pompano Beach, FL 33069

**SUBJECT: MASTER PUMP STATION 224 GENERATOR - BCWWS PROJECT NO. 9150; 100882
 BCWWS CONTRACT NO. PNC2122386B1**

Dear Mr. Shortz,

I am writing to express my heartfelt appreciation and gratitude for the exceptional work and dedication demonstrated by your team in completing the improvements to Master Pump Station 224 ahead of schedule. Your hard work and commitment to meeting the deadline set by the Florida Department of Environmental Protection (FDEP) have not gone unnoticed.

Completing a project of this magnitude ahead of schedule is a remarkable achievement. The improvements to Master Pump Station 224 were completed on December 12, 2023, a full 19 days ahead of the FDEP's deadline of December 31, 2023. This early completion has not only saved valuable time but has also minimized potential disruptions to the community and the environment.

The quality of workmanship displayed by Trio Development has exceeded our expectations. The improvements made to the pump station are of the highest standard and will undoubtedly have a positive impact on our operations. The attention to detail demonstrated by your team ensures that not only are our immediate needs met, but also allows for long-term sustainability for our organization.

In addition to the technical aspects of the project, I also want to express my appreciation for the exceptional communication and collaboration displayed by your team. Throughout the process, you consistently provided us with regular updates, promptly addressed any concerns, and openly welcomed our feedback. This level of transparency and engagement fostered a strong working relationship that made the entire project seamless and efficient.

On behalf of Broward County Water and Wastewater Services, I would like to extend our deepest gratitude to everyone at Trio Development who contributed to the successful completion of Master Pump Station 224. Your dedication, expertise, and commitment to excellence are truly admirable, and we are fortunate to have partnered with such a reliable team.

Please convey our appreciation to each member of your team who played a role in this significant accomplishment. We look forward to the opportunity to work together again in the future should the need arise.

Thank you once again for your exceptional work and for going above and beyond our expectations. Wishing you continued success in all your endeavors.

Sincerely,

Rolando
 Nigaglioni

Digitally signed by Rolando
 Nigaglioni
 Date: 2023.12.20 11:38:17
 -05'00'

Rolando Nigaglioni, DBA, PE, BCEE, PMP
 Director, Water and Wastewater Engineering Division

RN/ss

Project File: 9150; 100882 - 5.09

Broward County Board of County Commissioners
 Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Tim Ryan • Michael Udine
www.broward.org

LETTERS OF RECOMMENDATION

From: Kirlew, Paul PKIRLEW@broward.org
Subject: RETIREMENT NOTICE
Date: Dec 14, 2023 at 11:23:41 AM
To: larry triodevelopment.com larry@triodevelopment.com
Cc: scott triodevelopment.com scott@triodevelopment.com, alicia triodevelopment.com alicia@triodevelopment.com

Good Morning Gentlemen/Lady,

This memo is to inform to you that after 23 years in Broward County Public Services I have decided to enter the "golden years" of retirement. My last day with BC/ WWS will be December 29, 2023. It has been great working together as a team over these many years though the "Contractual Services Contracts" upgrading & optimizing the performances of the facilities assets. However, it is now time to pursue other personal interests.

I truly wish you and your company great success in all your future business endeavors as I bid you all farewell. Thanks again for all your hard work, and professionalism that made my job more lighter during my sojourn with the County.

PS: Continue to contact the Project Manager listed on your Master Agreement contracts with any future contractual concern/question.

Yours sincerely,

Paul C. Kirlew
Maintenance Manager
Public Works Department
Water and Wasterwater Operation Divisions
2555 W. Copans Road, Pompano Beach, FL 33069
954-831-0856 . CELL 954-553-6112.
pkirlew@broward.org



OFFICE OF THE MAYOR

Nick Sortal
Mayor

UTILITIES DEPARTMENT
Daniel Pollio, Utilities Director

**CITY COUNCIL**

Timothy J. Fadgen, President
Louis Reinstein, President Pro Tem
Erik Anderson
Jennifer Andreu
Denise Horland

January 18, 2024

**RE: Trio Development
Letter of Reference**

To Whom It May Concern:

I have had the opportunity to work with Trio Development on numerous, challenging projects over the last 25+ years. Each project has been completed successfully with minimal interruptions. When problems occurred due to unforeseen conflicts, Trio has been able to provide solutions to keep the projects moving forward.

The knowledge and ability of Trio's staff and their leadership are the strength of their operation. Trio Development's attention to detail and quality, along with a focus on professionalism allows them to always perform with the highest level of workmanship.

Regards,

Daniel Pollio
Utilities Director

cc: Steve Peraza, Assistant Utilities Director
John Adams, Capital Improvement Administrator

City of Plantation
400 NW 73rd Avenue ♦ Plantation, Florida 33317
Telephone: 954.797.2209
dpollio@Plantation.org

LETTERS OF RECOMMENDATION



WEST PALM BEACH

Public Utilities

Monday January 22nd, 2024**Reference for Trio Development Corporation**

Trio Development Corporation has been performing pump station repair and rehabilitation work for the City of West Palm Beach Utilities Department for the past 3 years in the capacity as a sub-contractor with contracted work being issued via work orders.

Trio has performed its services in a timely, diligent, and professional manner. The quality of work which they have provided has been exemplary and within budget. Trio has been excellent in dealing with all project related matters and have communicated very effectively on project tasks and assignments, consistently working to ensure the City of West Palm Beach is a satisfied client.

I am writing to recommend Trio Development Corporation as a contractor that works to satisfy the needs of its client and provides a high level of professional and exceptional service. Below is a list of completed and/or ongoing lift station repair/rehabilitation projects for the City of West Palm Beach and contracted cost.

<u>Lift Station</u>	<u>Contract Cost</u>
LS #1 Rehabilitation	\$150,200.00
LS #2 Rehabilitation	\$76,500.00
LS #84 Emergency Repair	\$575,504.60
LS #107 Emergency Repair	\$215,805.00
LS #30 Emergency Repair	\$279,800.00
LS #87 Rehabilitation	\$181,150.00
LS #93 Improvements	\$284,900.00

Please feel free to contact me should you have any questions with respect to this reference recommendation letter.

Sincerely,

Randy Erysthee
 Project Engineer, E.I.
 Public Utilities Department
 561-494-1111 (Direct)
 954-557-8365 (Cell)
 Email: Rerysthee@wpb.org

401 CLEMATIS STREET
 P.O. BOX 3366
 WEST PALM BEACH, FL 33401
 561.822.2200
 (TTY: 800-955-8771)



Public Works Department - Office of Environmental Services

Environmental Engineering Division2555 W. Copans Road
Pompano Beach, FL 33069

(954) 831-0745 • FAX (954) 831-0798/0925

June 26, 1998

LETTER OF RECOMMENDATION**RE: TRIO DEVELOPMENT CORPORATION
CONSTRUCTION CONTRACT PERFORMANCE**

To Whom It May Concern:

Trio Development Corporation is highly regarded in the South Florida area for its expertise in building new sewage lift stations and rehabilitating existing lift stations. My earliest association with Trio goes back to 1975 when I began working for the City of Boca Raton Public Utilities Department. Trio's reputation for high quality construction at a fair price was well known at that time.

During my employment with Broward County, which began in 1984, Trio has been awarded numerous wastewater construction contracts that have borne my seal as "Engineer of Record." **Without exception, all of these projects have been completed on time and within the limits of the budgets.** Many of the lift station projects were constructed without change orders for time and/or money. I recall one project, a lift station rehabilitation, when our "As-Built" information on the existing underground utilities led to a problem during construction. Mr. Larry Shortz (Trio) did not ask the County for additional compensation. However, since it was a changed condition and too large of an expense to ignore, I had to **insist** that Mr. Shortz submit a cost estimate so that we could process a change order.

My experiences with Trio Development's construction contracts have been excellent. All of Trio's contracts have progressed smoothly, despite occasionally encountering unforeseen conditions in the field. Mr. Shortz has carried on the tradition of the company's founder, Mr. Don Taulman, by producing high quality construction within the time and budget limits of his contracts. **Accordingly, I highly recommend using Trio Development Corporation on utility projects.**

Sincerely,

David J. O'Connor, P.E.
Development Section Manager



Lori Nance Parrish, Commissioner

BOARD OF COUNTY COMMISSIONERS

Marilyn DeCosta, Administrative Assistant

Pamela Sampson, Governmental Intern

(305) 357-7005 • FAX (305) 357-7044

March 16, 1990

Larry Shortz
Trio Development Corporation
1701 NW 22 Court
Pompano Beach, FL 33069

Dear Larry:

Today, I had an opportunity to review the evaluation completed by the Broward County Environmental Services Division with respect to your firm's performance on the Lift Station Project 23A 0-05-89-24-OF. Rarely, if ever, do I see any contractor receive an almost perfect score, or the comment that the contractor completed the project within budget and "worked with the County to complete the project ahead of schedule." I was most pleased to review the almost perfect evaluation of your firm.

The quality of your work as a local firm makes Broward County look good. Keep up the good work!

Sincerely,

Lori Nance Parrish

LNP/md

File: Letter of Recommendation

LETTERS OF RECOMMENDATION

**BRODER & COMPANY**

6191 Orange Drive. #6159E

500 Vinca Place

1/12/2024

City of Pompano Beach
 1190 NE 3rd Avenue, Building C
 Pompano Beach, FL 33060

RE: Trio Development Corporation
 Lift Station Rehabilitation and Repairs Services/ E-04-24

To Whom It May Concern:

We are the bonding agents for Trio Development Corporation. They are presently bonded by Westfield Insurance Company. Their present bond line is \$15 million single job and \$30 million aggregate uncompleted work program.

Westfield Insurance Company is rated A (Excellent) XIII by AM Best.

Our experience with Trio Development Corp. over the last 40 years has been extremely favorable and we are confident that you will find them highly qualified and responsive to your needs. They have our highest recommendation with construction and rehabilitation of lift stations.

If you have any questions, please let us know.

Sincerely,

Arthur K. Broder
 Broder & Company
 Agent & Attorney-in-Fact
 Westfield Insurance Company



PROJECTS IN PROGRESS

BROWARD COUNTY LIFT STATION REHABILITATION

GENERAL PROJECT INFO

- June 2, 2021-Present
- Multiple Lift Station Rehabilitations
- (14 Currently Completed)

CONTRACT

- Contract # PNC2122386B1
- Contract Good Through 6/20/2026
- \$10,669,350

UAZ 108

GENERAL PROJECT INFO

- Lauderdale Lakes, FL
- Master Lift Station Rehabilitation
- Broward County lift station installation via sheet piling/tremie method

CONTRACT

- 50% Complete as of 01/30/24
- \$989,485.24

COMPLETED PROJECTS



HARD ROCK STORM WATER STATION PRIOR TO INTERIOR CONCRETE WORK

COMPLETED PROJECTS

PROJECT	LOCATION	YEAR COMPLETED
Lift Station 11 Replacement	1501 NE 26th Drive, Wilton Manors, FL 33334	2013
Lift station 84 Rehab	1831 Saratoga Rd, West Palm Beach, FL 33409	2023
UAZ 123	Lauderdale Lakes, FL	2024
Pompano Beach Lift Station No. 2 Replacement		
Parks at Delray	1874 Palm Drive, Delray Beach, FL 33445	2024
Lift Station B-2 Replacement	928 NE 48th Street, Oakland Park, FL 33334	2016
Hillcrest Country Club Redevelopment Phase 1	4600 Hillcrest Drive, Hollywood, FL 33021	2017
Hollywood Coolidge Street Lift Station E-22	1913 Coolidge Street, Hollywood, FL 33020	2022
Hard Rock Expansion	1 Seminole Way, Hollywood, FL 33314	2020
Group V Pump Stations City Project No. 11122		
Enclave Delray	Delray Beach, FL	
Edgewood Pump Stations - Package II - City Project No. 10580I		
East Las Olas / Seven Isles Utility Rehab - City Project No. 10751	Fort Lauderdale, FL	
Broward County Lift Station Rehabilitation Contract # Y2114640B1	Multipile Lift Stations - 36 total	2021
Broward County Lift Station Rehabilitation Contract # Y1180908B1	Multipile Lift Stations - 36 total	2017

LOCAL POMPANO VENDORS

VENDOR	LOCATION
A.A.C. UNITED FIRE & SAFETY EQUIPMENT, INC.	305 S.W. 15TH AVENUE
ABC CONCRETE CUTTING, INC.	2251 HAMMONDVILLE ROAD
ALLEGIANCE CRANE & EQUIPMENT, LLC	777 S. ANDREWS AVE
AMERICAN CUTTING & DRILLING	2920 NW 22 TERRACE
RANDALL RENTS OF FLORIDA	1651 N POWERLINE ROAD
AMOS SUPPLY INC	1850 N.W. 15TH AVENUE, #235
A. TARLER, INC	1403 S.W. 8TH STREET
BOLTCO OF SOUTH FLORIDA	1201 N.W. 8TH STREET
BROWARD BOLT	1560 NORTH POWERLINE ROAD
BUSHEL STOP	2620 HAMMONDVILLE ROAD
CEMEX	1150 N.W. 24TH COURT
CERTEX USA, INC.	1551 W COPANS ROAD, #103
COASTAL WASTE & RECYCLING	1840 N.W. 33RD STREET
COUNTY WELDING EQUIPMENT CO.	1701 NORTH POWERLINE ROAD
CUMMINGS BROTHERS	2611 HAMMONDVILLE ROAD
CUSTOM FABRICATION	250 S.W. 5TH COURT
CUSTOM ELECTRIC GATES, INC.	1740 N.W. 22ND COURT, #1
DATA COM	1200 HIBISCUS AVENUE, #202
DELTA RECYCLING CORP	3300 NW 27TH AVENUE

VENDOR	LOCATION
DEX IMAGING	2500 N. ANDREWS AVE EXT, #2112
DHS EQUIPMENT	4100 NORTH POWERLINE ROAD, #G3
DISCOUNT TIRE	711 NE 42 STREET
DIXIE PLUMBING SERVICE, INC.	1900 NORTH ANDREWS AVENUE EXT, #B
DOBBS EQUIPMENT, LLC - POWERPLAN	1751 COPANS ROAD, #8
DOOR SYSTEMS OF SOUTH FLORIDA	1300 NW 15th AVENUE
DRAIN RITE	1888 NW 21 STREET
EASTCOAST TESTING &	4100 N POWERLINE ROAD, #G-1
FERGUSON WATERWORKS	1950 N.W. 18TH STREET
F & F TOOL, INC.	503 N.E. 27th STREET
FIRST SIGN CORPORATION	2085 NORTH POWERLINE ROAD, #1
FLEETPRIDE	1511 N. POWERLINE ROAD
FLORIDA ENGINEERING	1845 NW 33RD STREET
FLORIDA'S ULTIMATE HEAVY HAULING & RIGGING	1750 NORTH POWERLINE ROAD
GENERAL CRANE	1360 NW 33RD STREET
GENSET SERVICES, INC.	3100 GATEWAY DRIVE
GRAYBAR ELECTRIC COMPANY, INC.	1255 N.W. 21ST STREET
GREEN EFFECT, INC.	P.O. BOX 10422
GRINNELL FIRE PROTEC	11 SW 5TH COURT
GUARDIAN BUILDING PR	1900 NW 18TH STREET
HEAVY DUTY SERVICES	1910 N.W. 22ND COURT
HOME DEPOT CREDIT SERVICES	1151 N.W. COPANS ROAD

LOCAL POMPANO VENDORS

VENDOR	LOCATION
MERCHANT TRANSPORT	1360 N.W. 33rd STREET
HYDRAULIC SUPPLY COMPANY	2600 W. SAMPLE ROAD
INDUSTRIAL HOSE & HYDRAULICS INC	2450 NORTH POWERLINE ROAD
INTERSTATE BATTERIES	4100 N POWERLINE ROAD #01
KENWORTH TRUCK	2160 NW 30 AVENUE
LANK OIL	2203 WEST McNAB ROAD
LOU BACHRODT CHEVROLET	1801 W ATLANTIC BLVD
MAXIM CRANE WORKS	3800 N POWERLINE ROAD
MDK ELECTRIC, LLC	904 N.E. 26TH AVENUE
MERCHANT TRANSPORT	1360 NW 33RD STREET
M & H AUTOMOTIVE	1200 W COPANS ROAD
MICHAEL HUDSON CONSULTING, LLC	4051 CRYSTAL LAKE DRIVE
M & M CONCRETE PUMPING, INC.	2000 N.W. 33rd STREET
NAPA AUTO PARTS	1200 WEST COPANS ROAD
NU TURF	2801 DIXIE HIGHWAY
OK TIRE STORE	3381 NORTH DIXIE HIGHWAY
OVERHEARD DOOR	1300 N.W. 15TH AVENUE
PALLET KING, INC.	1800 N.W. 22ND COURT
PARTS DEPOT	1907 W COPANS ROAD
PAZIN'S PROPERTY MAINTENANCE	1270 N.E. 4TH STREET
PEACOCKS RADIATOR SE	1336 S FEDERAL HIGHWAY
PEED COMPUTER CONSULTING, INC.	2900 N.E 14TH STREET CAUSEWAY, #1006
PILOT STEEL, INC.	1950 WEST COPANS ROAD

VENDOR	LOCATION
PIPECON CORPORATION, INC.	1888 N.W. 21ST STREET
PJK INSURANCE	2500 N POWERLINE ROAD
POMPANO FIRE EQUIPME	11 SW 5TH COURT
PRECISION CONCRETE	1710 SW 69 AVENUE
PRIDE AUTO BODY, INC.	940 SOUTH DIXIE HIGHWAY EAST
RELIANCE SUPPLY COMP	1880 NW 18TH STREET
RITZ SAFETY EQUIPMENT	2200 W. COPANS ROAD
SHENANDOAH GENERAL CONSTRUCTION LLC	1888 N.W. 22ND STREET
SMITH BROS CONTRACTING EQUIPMENT, INC.	1108 HAMMONDVILLE ROAD
SUNBELT RENTALS	1377 DR MARTIN LUTHER KING JR BLVD
SUN METALS AND SUPPLY	2550 N.E. 5TH AVENUE
TAW POWER SYSTEMS, INC.	1500 N.W. 15TH AVENUE
TELEVAC SOUTH INC	221 NE 13TH STREET
TRASE SECURITY PRODUCTS, INC.	1920 N.W. 18TH STREET, #13
UNITED FORKLIFT	1901 NW 18TH STREET, BLDG G
UNITED RENTALS (NORTH AMERICA), INC.	3120 N.W. 16TH TERRACE
U.S. CONCRETE PRODUCTS CORPORATION	1878 N.W. 21ST STREET
U.S. CUSTOM FABRICATION, INC.	1858 N.W. 21ST STREET
US UTILITY SERVICES	P. O. BOX 669364
WETTAPS, INC.	3616 ASPERWOOD CIRCLE
WHITE CAP, L.P.	2007 N.W. 15TH AVENUE

BANK & TRADE REFERENCES

Bank Reference

ZIBA MOVASSAGHI

Bank of America N.A.

401 E. Las Olas Blvd, 9th Floor | Fort Lauderdale, FL 33301

954.765.2134 | Ziba.Movassaghi@bofa.com

Trade Reference

COLLEEN DOUGHERTY

Core & Main (FKA HD Supply Waterworks Ltd.)

407.893.9017 | Colleen.Dougherty@coreandmain.com

Trade Reference

LAURA BERG

U.S. Concrete Products Corp.

1878 NW 21st Street | Pompano Beach, FL 33069

954.973.0368 | laurab@uscpl.com

Trade Reference

JAMIE HARRISON

Edwards Electric Corp.

7231 Southern Blvd, C2 | West Palm Beach, FL 33413

561.683.7066, ext. 201 | jph@edwardselectric.com

*Trade Reference***COLLEEN MCKENNA****C.C. Control Corporation**

5760 Corporate Way, Suite 100 | West Palm Beach, FL 33407

561.293.3975 | CMcKenna@cccontrolcorp.com*Trade Reference***SUE BODNAR****F. J. Nugent & Associates, Inc.**

411 Wylly Avenue | Sanford, FL 32773

407.936.1139 | sue@nugentco.com*Trade Reference***SCOTT SWENSON****Xylem Water Solutions USA Inc.**

2881 E. Bayard St., Suite C | Seneca Falls NY 13148

315.239.2492 | Scott.Swenson@xyleminc.com*Trade Reference***CHANTAL WEDDERBURN****Champion Controls, Inc.**

811 NW 57TH Place | Ft. Lauderdale, FL 33309

954.318.3090 | chantal@championcontrols.com

CERTIFICATIONS & LICENSES



HARD ROCK HOTEL MASTER LIFT STATION (3) 135 HP FLYGT PUMP INSTALLATION

Gerry Kelly, Chair

Construction Industry Licensing Board
of Palm Beach County

Oscar Alvarez, Director

License Number	Type of Competency Certification
U-8021	UNDERGROUND UTILITIES CONTRACTOR



Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.

NAME : LAWRENCE R SHORTZ
 FIRM : TRIO DEVELOPMENT CORP
 DBA :
 1701 NW 22ND CT
 POMPANO BEACH, FL 33069



Issued : 09/14/2023

Expiration date: 09/30/2025

Page 1 of 2

Print Date: 9/14/2023 2:56:10PM



CERTIFICATE OF COMPETENCY
 Detach and SIGN the reverse side of this card IMMEDIATELY upon receipt! You should carry this card with you at all times.

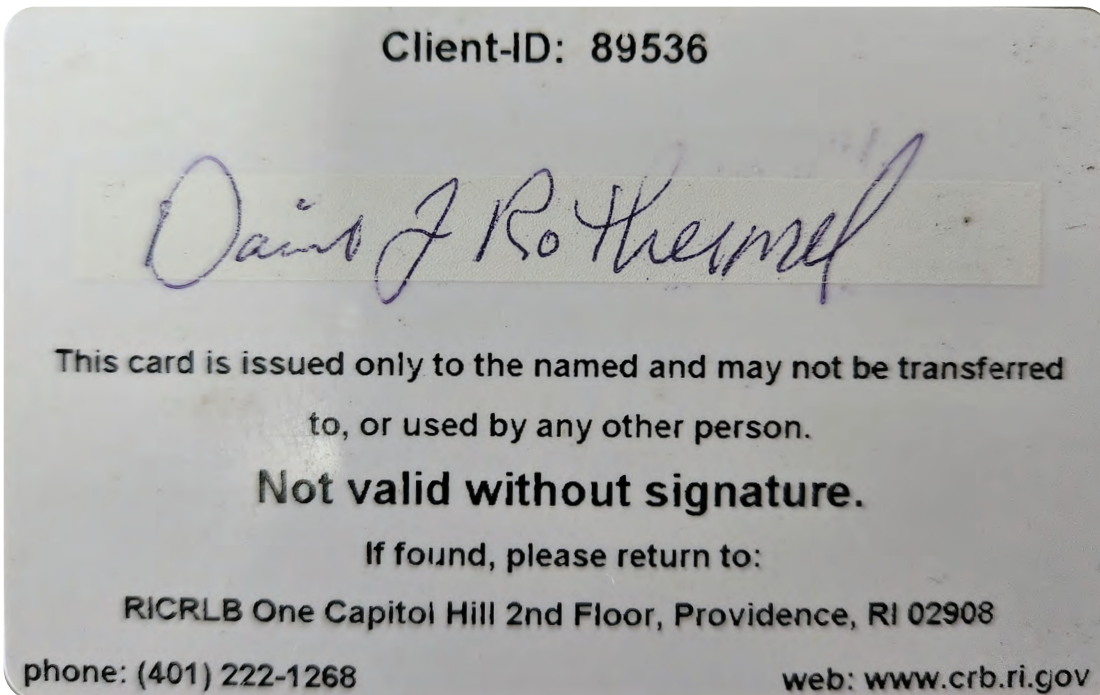
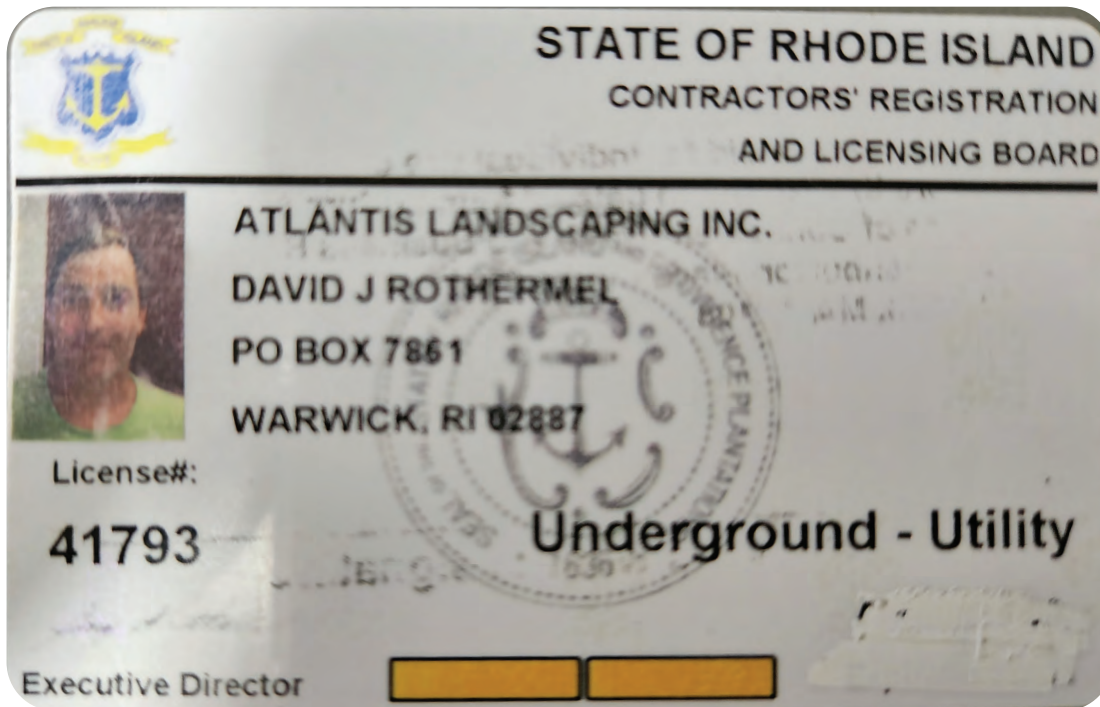
Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

SHORTZ, LAWRENCE R.
 2951 NE 22 CT
 POMPANO BEACH FL 33062

BROWARD COUNTY, FLORIDA
CERTIFICATE OF COMPETENCY
 GENERAL ENGINEERED CONSTRUCTION
 BUILDER
 CC# 75-482
 SHORTZ, LAWRENCE R. - QUALIFYING
 TRIO DEVELOPMENT CORPORATION
 1701 NW 22 CT
 POMPANO BCH FL 330691323
 EXPIRES 06/30/2024

503-207 (Rev. 1/12) PC201247908

CERTIFICATIONS & LICENSES





**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2023 - 2024**

Business Tax Receipt Valid from: October 1, 2023 through September 30, 2024

3894500
TRIO DEVELOPMENT CORPORATION
1701 NW 22 COURT

POMPANO BEACH FL 33069

8/30/2023

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: TRIO DEVELOPMENT CORPORATION
BUSINESS LOCATION: 1701 NW 22 CT POMPANO BEACH FL

RECEIPT NO:	CLASSIFICATION
24-00008305	CONTRACTOR GENERAL (GC)
24-00008306	ENGINEERING CONSTRUCTION (1A-4C)
24-00008307	STORAGE YARD

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. THIS DOCUMENT CANNOT BE ALTERED.

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR



Resilient Environment Department
ENVIRONMENTAL PERMITTING DIVISION
 One North University Drive, Mailbox 201, Plantation, Florida 3332
 Phone: 954-519-1483 - Fax: 954-519-1412

HAZARDOUS MATERIAL MANAGEMENT FACILITY LICENSE

License Number: HM-05614-24

Applicant:

Lawrence R. Shortz, President, RA
 Trio Development Corporation
 1701 NW 22 CT
 Pompano Beach, FL 33069

Facility Number: 05614
 Trio Development Corporation
 1701 NW 22ND CT
 Pompano Beach, FL 33069

This license is issued under the provisions of Chapter 27 of the Broward County Code of Ordinances hereinafter called the Code. The above-named applicant, hereinafter called Licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawings, plans, documents, and specifications submitted by the Licensee and made a part hereof and described specifically below. The issuance of this license is a final agency determination. A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination, subject to the provisions of Section 27-14, Broward County Code of Ordinances. If no objection to this license is received within 14 days, the Licensee will be deemed to have accepted it and all the attached terms and conditions.

ALL GENERAL CONDITIONS and SPECIFIC CONDITIONS, on the back of the license or as attached, are considered to constitute the requirements of this license. The Licensee is required to fully comply with all these conditions. Any failure to comply with conditions or requirements as set forth may result in revocation or suspension of this license and may subject the Licensee to enforcement action in accordance with the provisions of Article 1, Division 4 of the Code.

Nature of Business: CONSTRUCTION COMPANY WITH EQUIPMENT REPAIR SERVICES

Discarded Hazardous Material Stream: PETROLEUM PRODUCTS, SOLVENTS, BULBS

Well Field: N/A

Septic: Yes

IMPORTANT: THIS LICENSE IS ISSUED ONLY TO THE LICENSEE FOR THE FACILITY ADDRESS IDENTIFIED ABOVE. IF THE FACILITY MOVES, CLOSES, OR HAS A CHANGE IN LICENSEE OR ACTIVITY, THE LICENSE

- Transfer license to a new owner or operator
- Submit written notification thirty (30) days prior to closing the facility
- Properly remove and/or dispose of all hazardous materials when closing a facility
- Submit application for each hazardous material management facility location(s) in Broward County
- Submit application, secure approval, and call (954) 519-1260 for inspection, prior to installing or modifying storage tanks
- Submit application, secure approval, and call (954) 519-1260 for inspection, prior to removing or moving storage tanks
- Properly maintain storage tanks and the associated license until all tanks are properly closed

The issuance of this license is a final agency determination. A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination, subject to the provisions of Section 27-14, Broward County Code of Ordinances.


Application Received: Jan 22, 2024
Effective Date Mar 01, 2024
Expiration Date Feb 28, 2026
Issued By: Norris Taylor

Renewal Application Due: December 30, 2025

Norris B. Taylor, Natural Resources Specialist
 Phone: 9545191457 - Email: nbtaylor@broward.org
 ENVIRONMENTAL PERMITTING DIVISION
www.broward.org/PollutionPrevention


(PLEASE SEE LICENSE CONDITIONS ON THE BACK)

CERTIFICATIONS & LICENSES



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD


THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SHORTZ, LAWRENCE R
 TRIO DEVELOPMENT CORP
 1701 NW 22ND CT
 POMPANO BEACH FL 33069


LICENSE NUMBER: CGC011008

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com




Do not alter this document in any form.
 This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CONTRACTOR HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES


(INDIVIDUAL MUST MEET ALL LOCAL LICENSING REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

SHORTZ, LAWRENCE R
 TRIO DEVELOPMENT CORPORATION
 1701 NW 22ND CT
 POMPANO BEACH FL 33069

LICENSE NUMBER: RU0066538

EXPIRATION DATE: AUGUST 31, 2025

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
 PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



CHRISTIE, SCOTT H
 TRIO DEVELOPMENT CORP
 400 N E 27TH CIRCLE
 BOCA RATON FL 33431

LICENSE NUMBER: CUC057092

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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TRIO

DEVELOPMENT
CORPORATION

EST. 1956

TRIO DEVELOPMENT CORPORATION

1701 NW 22nd CT | Pompano Beach, FL 33069

P 954.971.2288 | F 954.971.0030

LOCAL BUSINESS EXHIBIT "B"
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Solicitation Number E-04-24

TO: Trio Development Corporation
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

an individual

a corporation

a partnership

a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Lift station piping and materials

at the following price: 10% of contract amount

01/30/2024
(Date)

Pipe Con Corporation
(Print Name of Local Business Contractor)

1888 NW 21st Street
(Street Address)

Pompano Bch, FL, 33067
(City, State Zip Code)

BY: [Signature]
(Signature)

IMPORTANT NOTE: Signatures on this form MUST be by an authorized employee of Subcontractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT "B"



**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2023 - 2024**

Business Tax Receipt Valid from: October 1, 2023 through September 30, 2024

4465637
PIPECON CORPORATION INC
1888 NW 21 ST

8/31/2023

POMPANO BEACH FL 33069

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: PIPECON CORPORATION INC
BUSINESS LOCATION: 1888 NW 21 ST POMPANO BEACH FL

RECEIPT NO: 24-00094058
CLASSIFICATION
ENGINEERING CONSTRUCTION (1A-4C)

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. **THIS DOCUMENT CANNOT BE ALTERED.**

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

TIER 1/TIER 2 COMPLIANCE FORM

IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

TIER 1 LOCAL VENDOR

My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

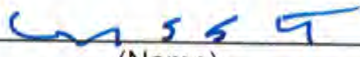
Or

My firm does not qualify as a Tier 2 Vendor.

I certify that the above information is true to the best of my knowledge.

01/30/2024
(Date)

Trio Development Corporation
(Name of Firm)

BY: 
(Name)
Lawrence R. Swartz, P.E.



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS**

E-04-24

Lift Station Rehabilitation and Repairs Services

OPENING: JANUARY 30, 2024, 2:00:00 P.M.

Virtual Zoom Meeting

For access go to:

<https://pompanobeachfl.gov/pages/meetings>

Issued: December 21, 2023

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

E-04-24

LIFT STATION REHABILITATION AND REPAIRS SERVICES

The City of Pompano Beach (the "City") is seeking proposals from qualified companies/firms to provide lift station rehabilitation and repair services.

The City will receive sealed proposals until **2:00:00 p.m. (local), January 30, 2024**. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the Request for Proposals (RFP) documents and respond to this RFP. The RFP documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

All questions regarding this RFP are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled RFP opening. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this RFP in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to this RFP.

City reserves the right to issue one or more contracts for the below described services. *Line Item Pricing provided by Proposers are for evaluation purposes only, and may be renegotiated prior to award, or during the contract term.* City reserves the right to negotiate terms and add additional related services offered by proposers prior to award of Contract.

Introduction

The City requires one or more Proposers to perform lift station rehabilitation and repairs on demand. Awarded Proposer(s) shall furnish all construction equipment, including all necessary tools, for any work covered under an awarded contract. Proposer shall also furnish all necessary temporary materials such as forming, bracing, sheathing, guying, scaffolding and other materials necessary to complete the work which do not remain a permanent part of the improvement.

A complete description of the scope of work for this solicitation can be found within Attachment 1. City reserves the right to add or remove scope during contract negotiations.

A. Selection/Evaluation Process

A Selection/Evaluation Committee (the “Committee”) will be appointed to select the most qualified company(ies)/firm(s). The Committee will present its findings to the City Commission.

Proposals will be evaluated using the following criteria.

Item	Criteria	Point Range
1	Experience, Expertise and References: previous related work experience and qualifications in the subject area of the company and personnel assigned; recommendations from previous clients; demonstrates a clear understanding of scope of work and other technical or legal issues related to the project; previous work performed for the City.	0-50
2	Resources and Methodology: quantity of available equipment and their types; personnel assigned to the contract; and on-call response times for all services.	0-25
3	Costs: includes evaluation of the line item pricing provided by the Proposer, overall task and deliverables budget, and on call jet vac services	0-25
	Total	0-100

Additional 0-5% for Tier1/Tier2 Local Business will be calculated on combined scoring totals of each company

Financial statements or other financial information that are required as submittals to prequalify for an RFP will be exempt from public disclosure; however, financial statements or other financial information submitted to prequalify for an RFP, and were not required by the City, may be subject to public disclosure.

Value of Work Previously Awarded to Company/Firm (Tie-breaker) - In the event of a tie, the company/firm with the lowest value of work as a prime contractor on City projects within the last five years will receive the higher ranking, the company/firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of “1” assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company/firm should submit documentation that evidences the company’s/firm’s capability to provide the services required for the Committee’s review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet the company’s/firm’s representatives,

particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

The Committee shall furnish the City Commission (for its approval) a listing, in ranked order companies/firms deemed to be the most highly qualified to perform the service.

The City Commission has the authority to (including, but not limited to): approve the recommendation; reject the recommendation and direct staff to re-advertise the RFP; or, review the responses itself and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

B. Required Proposal Submittal

City reserves the right to waive minor irregularities and ask for clarification on submitted forms when considering a Proposer non-responsible. It is the Proposer's responsibility to ensure all documents required for the Committee to successfully evaluate the proposal are provided.

Sealed proposals must be submitted electronically through the eBid System on or before the due date and time indicated previously. The Proposer shall upload its response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB, the response must be split and uploaded as two (2) separate files. The financial statements should be uploaded as a separate file from the proposal to the Response Attachments tab in the eBid System.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Information required for evaluation:

Proposer shall provide all information that is required for the Committee to evaluate the proposal. This shall include, but not be limited to, Proposer's experience, Proposer's team's qualifications, resources and methodology to be used to complete the work, hour of operation, minimum response time during and after regular business hours, fees in the proposal line items, previous work performed for the City, and equipment necessary to perform the work.

It is the Proposer's responsibility to ensure that the information provided in this section satisfies the information required for the Committee's evaluation. Failure to provide the information required by the Committee to conduct an evaluation may result in the Proposer being deemed non-responsible.

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

Contract Security:

For projects over two hundred thousand dollars (\$200,000); when the Awarded Proposer delivers the executed Contract to the City, it must be accompanied by the required Performance and Payment Bonds. Performance and Payment bonds must be recorded with Broward County.

C. Local Vendor Subcontractor

Pompano Beach Business. A business entity which has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local companies that are available to perform the work required by the RFP scope of services. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City is **strongly committed** to insuring the participation of City Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City 's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The required goal for this Solicitation is **10%** for Local Vendor.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing companies that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded Proposer will be required to submit “Local Business Subcontractor Utilization Reports” during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in “unsatisfactory” compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

The City shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local with a preference as follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
 - a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five percent of the total score.
 - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of the total score.

3. It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure that all requirements are met before execution of a contract.

D. Term of Agreement/Contract

The initial contract period shall be five (5) years, commencing upon award by the appropriate City officials. The City reserves the right to renew this agreement/contract for one (1) additional five (5) year period, subject to contractor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. City reserves the right to change the term of the agreement during negotiations with awarded proposers. Adjustments to pricing rates shall not occur more than once per year.

In the event delivery/service is scheduled to end because of the expiration of this agreement/contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing agreement/contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

When the City gives a Notice of Award to the Awarded Bidder, it will be accompanied by the Contract, comprised of Attachment 2 Contract Documents attached, and all applicable documents. City reserves the right to make minor modifications to the Exhibit 2 Contract Documents. Within ten (10) days thereafter, Contractor shall sign and deliver the required Contract and attached documents to the City with the required Bonds. Within fifteen (15) days thereafter, the City shall deliver one fully signed counterpart to Contractor.

E. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

F. Right to Audit

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of Successful and Unsuccessful Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing

hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by City to Contractor pursuant to the agreement/contract.

City's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the agreement/contract.

G. Communications

No negotiations, decisions, or actions shall be initiated or executed by the company/firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only those communications, which are in writing and signed from an authorized designee of the company/firm, will be recognized by the City as duly authorized expressions on behalf of the company/firm.

H. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any agreement/contract with the City.

I. Independent Contractor

The Contractor will conduct business as an independent contractor under the terms of the agreement/contract. Personnel services provided by the company/firm shall be by employees of the company/firm and subject to supervision by the company/firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar

administrative procedures applicable to services rendered under the agreement/contract shall be those of the company/firm.

J. Staff Assignment

The City reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

K. Agreement/Contract Terms

The agreement/contract resulting from this RFP shall include, but not be limited to the following terms:

The agreement/contract shall include as a minimum, the entirety of this RFP, together with the Contactor's Proposal. Agreement/Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the Contractor, its employees, agents or servants during the performance of the agreement/contract, whether directly or indirectly, Contractor agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

L. Waiver

It is agreed that no waiver or modification of the agreement/contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the agreement/contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as previously provided. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

M. Survivorship Rights

The agreement/contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

N. Termination

The agreement/contract resulting from this RFP may be terminated by the City per the agreement/contract's termination conditions.

O. Manner of Performance

Proposer agrees to perform its duties and obligations under the agreement/contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the agreement/contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within its designated duties. Proposer agrees to furnish the City with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of the agreement/contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of agreement/contract.

P. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than one hundred and eighty (180) days from the closing date of this RFP.

Q. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to the City on or before the time and date written herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

The Proposal shall not contain any alteration to the RFP posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of RFP documents was obtained from the eBid System or from the Purchasing Division of the General Services Department only and no alteration of any kind has been made to the RFP. Exceptions or deviations may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award agreement/contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

R. Standard Provisions1. Governing Law

Any agreement/contract resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement/contract will be in Broward County, Florida.

2. Licenses

In order to perform public work, the Contractor shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor and Business Licenses if required by state statutes or local ordinances.

3. Conflict of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the company/firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to, Section 112.313, Florida Statutes.

4. Drug Free Workplace

The Contractor will be required to verify it will operate a "Drug Free Workplace" as set forth in Section 287.087, Florida Statutes within the Attributes tab of the eBid System.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a agreement/contract to provide any goods or services to a public entity, may not submit a proposal on a agreement/contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under agreement/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 thirty-six (36) months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and its surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage, which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the Contractor will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the company/firm will in no way relieve the company/firm from responsibility.

9. Withdrawal of Proposals

A Proposer may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the City of Pompano Beach, General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition of Project Team

Proposers are required to commit that the principals and personnel named in the proposal will perform the services throughout the agreement/contract term unless otherwise provided for by way of a negotiated agreement/contract/written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Section 218,

Florida Statutes, payment will be made within forty-five (45) days after receipt of a proper invoice.

12. Employment Eligibility

By entering into a resulting contract with the City, Proposer becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this awarded contract is terminated for a violation of the statute by the Proposer, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

13. Compliance with Florida Statute 287.05701

The City does not consider social, political, or ideological interest in determining Proposer's responsibility in compliance with Florida Statute 287.05701.

14. Waste Removal Services

The City has contracted with Coastal Waste & Recycling, Inc., for residential and commercial solid waste collection and disposal services. The City has granted to Coastal Waste & Recycling, Inc., the sole and exclusive right, franchise, license and privilege to provide non-hazardous solid waste collection, removal and disposal services within the corporate limits of the City, including collection and removal of certain Construction and Demolition Debris. The Awarded Proposer/Contractor shall coordinate with Coastal Waste & Recycling, Inc., the level and type of service to be provided and the manner of collection charges. Any Contractor or Subcontractor performing construction work within the City of Pompano Beach must use the City's franchised hauler for garbage removal services including removal of Construction and Demolition Debris generated over ten (10) cubic yards, with the exception of Source Separated Recovered Materials as defined in Section 403.703(24), Florida Statutes and Chapter 96 of the City Ordinance. The City's current franchised hauler is Coastal Waste & Recycling, Inc., which may be contacted directly for dumpsters and/or roll-offs at:

Coastal Waste & Recycling, Inc.
1840 NW 33rd Street
Pompano Beach, FL 33064
(954) 947-4000

15. Permits and Fees

The Proposer awarded the project, which is the scope of the RFP, shall be required to obtain and pay for the permits and/or fees indicated on the chart below in the amounts set forth or pursuant to the formula for percent or unit method which is indicated.

Fees cannot be waived and must be collected by the City from the Proposer. Contact the City Department below for additional details regarding the required permit and fee.

FEE OR PERMIT	CITY DEPARTMENT	COST (SET FEE OR PERCENT OF PROJECT AMOUNT)
All construction within City right-of-way	Engineering	Waived
All utilities tie-ins to City water, sewers, and drainage	Engineering	Waived
Paving	Engineering	Waived
Fire plan review for new construction, additions and alterations	Building Inspection	See City Code of Ordinances 95.14
Fire alarm and fire sprinkler plan review (new installations)	Fire Plan Review	See City Code of Ordinances 95.14
Fire hydrant flow test	Fire Plan Review	See City Code of Ordinances 95.14
Business Tax Receipt (only if the Proposer/Contractor has a temporary office in the City of Pompano Beach)	Zoning	See City Code of Ordinances
Site plan review	Zoning	See City Code of Ordinances
Rezoning	Zoning	See City Code of Ordinances
Variance	Zoning	See City Code of Ordinances
Tree Permit application fee	Zoning	See Zoning Code/City Code of Ordinances
Landscape reinspection fee	Zoning	See Zoning Code/City Code of Ordinances
Capital recovery fees	Customer Service	See City Code of Ordinances 50.13 and 51.11
Tapping fee	Customer Service	See City Code of Ordinances
Deposits (water bill)	Customer Service	Deposit based upon size of meter (only applies if Contractor responsible for water bills during period between meter installation and City acceptance of project.)
Administrative fee	Customer Service	See City Code of Ordinances
Building permit	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Building Reinspection fee	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Certificate of occupancy	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Lien law	Building Inspection	\$5.00
Surcharge Bwd. Cty. Bd. of Rules & Appeals	Building Inspection	\$0.60 per \$1,000 valuation
Surcharge Fla. Statute 553.721	Building Inspection	1.5% of permit fees, minimum \$2.00
Surcharge Fla. Statute 468.631	Building Inspection	1.5% of permit fees, minimum \$2.00

16. Occupational Health and Safety

In compliance with Section 442, Florida Statutes, any items included in the latest edition of "Florida Substance List", which are delivered from a Contract resulting from the RFP, must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the City and must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of toxic substance, including:
 - i. The potential for fire, explosion, corrosiveness, and reactivity;
 - ii. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - iii. The primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d. The emergency procedure for spills, fire disposal, and first aid.
- e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- f. The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding Section 442, Florida Statutes, should be directed to:

Department of Labor and Employment Security, Division of Safety, 2002 Old St. Augustine Road, Tallahassee, Florida, 32399; telephone: 1-800-367-4378.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION, IN ACCORDANCE WITH O.S.H.A. STANDARDS.

Notice: Federal I.D. Number must be referenced on your invoice for us to process payment. Please note I.D. Number on Proposal Response page.

17. Public Records

- a. The City is a public agency subject to, Section 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
- i. Keep and maintain public records required by the City in order to perform the service;
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of 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, Section 119, Florida Statutes or as otherwise provided by law;
 - iii. 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 the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City; and
 - iv. Upon completion of the agreement/contract, 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/contract, 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/contract, 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 in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject Contractor to penalties under, Section 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

S. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this RFP, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting its response, to check the eBid System or to contact the Purchasing Division of the General Services Department at purchasing@copbfl.com to determine if addendum was issued and to make such addendum a part of its proposal. Any Addendum will be posted to this RFP in the eBid System.

T. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for the agreement/contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the carrier indicating upgrade ability will expedite the review process to determine the most qualified Proposer.

The Contractor(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City's Risk Manager.

If you are responding to this RFP and have questions regarding the insurance requirements hereunder, please contact the City's General Services Department at (954) 786-4098. If the agreement/contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/agreement/contract.

Contractor is responsible for delivering to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage.

Throughout the term of the agreement/contract, City, by and through its Risk Manager, reserves the right to review, modify, reject or accept any insurance policies required by the agreement/contract, including limits, coverages or endorsements. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under the agreement/contract.

Throughout the term of the agreement/contract, Contractor and all subcontractors or other agents hereunder, shall, at its sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance
 - a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims, which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this agreement/contract.
 - b. Such liability insurance shall include the following checked types of insurance and indicated minimum policy limits:

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
___ explosion & collapse hazard	
XX underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
___ liquor legal liability	

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
 ___ owned
 ___ hired
 ___ non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY		Per Occurrence	Aggregate
XX other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
___ * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

- c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
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ENVIRONMENTAL / POLLUTION LIABILITY Per Occurrence Aggregate

* Policy to be written on a claims made basis

XX environmental/pollution liability		\$1,000,000	/\$1,000,000
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CYBER LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

—		\$1,000,000	/\$1,000,000
—	Network Security / Privacy Liability		
—	Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)		
—	Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)		
—	Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.		

3. Employer's Liability. Contractor and all subcontractors shall, for the benefit of its employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

4. Policies: Whenever, under the provisions of the agreement/contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:
 - a. Certificates of Insurance evidencing the required coverage;
 - b. Names and addresses of companies providing coverage;
 - c. Effective and expiration dates of policies; and
 - d. A provision in all policies affording City thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City.

6. Waiver of Subrogation. Contractor hereby waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/contract to waive subrogation without an endorsement, then, Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such agreement/contract on a pre-loss basis.

7. The Contractor shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

U. Examination of RFP Documents and Sites

- a. It is the responsibility of each Proposer before submitting a Proposal, to (a) examine the RFP Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the work, (c) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Proposer's observations with the RFP Documents, and (e) notify the City of all conflicts, errors or discrepancies in the RFP Documents.
- b. Information and data reflected in the RFP Documents with respect to or contiguous to the site is based upon information and data furnished to the City by owners of such facilities or others, and the City does not assume responsibility for accuracy or completeness thereof unless it is expressly provided otherwise.
- c. Provisions concerning responsibilities for the adequacy of data furnished to prospective Proposers on subsurface conditions, underground facilities and other physical conditions, and possible changes in the RFP Documents due to differing conditions appearing in the attached contract sample terms.
- d. Before submitting a Proposal, each Proposer will, at Proposer's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Proposer deems necessary to determine its Proposal for performing and furnishing the work in accordance with the time, price and other terms and conditions of the RFP Documents.
- e. On request in advance, City will provide each Proposer access to the site to conduct such explorations and tests as each Proposer deems necessary for submission of a Proposal. Proposer shall fill all holes, clean up and restore the site to its former condition, or better, upon completion of such explorations.
- f. The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the RFP Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures

or permanent changes in existing structures are to be obtained and paid for by the City unless otherwise provided in the Contract resulting from the RFP.

- g. The electronic submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the RFP Documents, that without exception, the Proposal is premised upon performing and furnishing the work required by the RFP Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the RFP Documents, and that the RFP Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

V. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the Contractor's performance for the work specified by the agreement/contract. The Contractor Performance Report has been included as to this RFP.

Contractor Performance Report

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
2. Record Keeping -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
4. Customer Service - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
5. Cost Control - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	(Note: For Construction Projects Only)
SCORE	_____	ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED

RATINGS

Poor Performance (1.0 – 1.59): Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

Satisfactory Performance (1.6 – 2.59): Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

Excellent Performance (2.6 – 3.0): Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customer's expectations are exceeded.

ATTACHMENT 1 SCOPE OF WORK

CONTRACTOR shall furnish all materials, equipment, labor and labor supervision for any work covered under this Contract.

CONTRACTOR shall furnish all construction equipment, including all necessary tools, for any work covered under this Contract. The CONTRACTOR shall also furnish all necessary temporary materials such as forming, bracing, sheathing, guying, scaffolding and other materials necessary to complete the work which do not remain a permanent part of the improvement.

TECHNICAL SPECIFICATIONS & REQUIREMENTS

In general, the CONTRACTOR shall furnish standard materials from the CITY Water and Wastewater Services approved Materials List. The CITY reserves the right to provide materials identified herein, or as deemed by CITY to be in their best interest.

Standard materials are as follows:

- All pipe,
- All fittings such as bends, tees, plugs, caps, reducers, offsets, etc.,
- All valves and valve boxes,
- All joint material including gaskets, glands, bolts and lubricant,
- All water to be used for flushing mains, sterilizing, and pressure testing.

CONTRACTOR shall be responsible for cleaning up the job-site within 48 hours after completion of the work on any project. Excess material of no value to the CITY shall be disposed of in an appropriate and legal manner.

FIELD LAYOUT OF THE WORK AND AS-BUILT DRAWINGS

The entire responsibility for establishing and maintaining line and grade in the field lies with the CONTRACTOR. The CONTRACTOR shall maintain as-builts, in accordance with CITY Minimum Standards, including the location and elevation of all pipelines, conduits, structures, maintenance access structures, hand holes, fittings etc. and shall deliver these as-builts, in good order, to the CONTRACT ADMINISTRATOR as the work is completed. The cost of all such field layout and recording work shall be included in the price bid for all appropriate items. As-built drawings shall be signed and sealed by a registered surveyor licensed in the State of Florida.

MEASUREMENT AND PAYMENT

Item numbers below represent item numbers in the Item Response Form. Trench Safety price is to be included in all items subject to Trench Safety.

It is the intent of this contract to have a complete and operating system. Any items not specifically identified herein, but required to have a complete and operating system shall be included in the appropriate listed item.

GENERAL CONDITIONS

MOBILIZATION

Measurement for payment for mobilization will be per work order approved. Maintenance of Traffic (M.O.T.) will be included in this item.

Mobilization for routine work orders will require the CONTRACTOR to be on site and working within 10 working days after issuance of an NTP.

Mobilization for urgent work orders will require the CONTRACTOR to be on site and working within 48 hours after issuance of an NTP.

Payment will be based upon the unit price named in the Item Response Form, all in accordance with the requirements of the Contract Documents.

PROVIDE FOREPERSON

Measurement for payment for furnishing a foreperson for miscellaneous work assignments, where approved by the CITY, shall be based on the actual number of hours performing the assigned task. Where work is being performed under other items described herein, the cost of the foreperson shall be included in those items.

Payment for providing a foreperson shall be based on the unit price named in the Item Response Form, which shall constitute complete compensation, including burden on direct salary, transportation, hand tools, etc., typically associated with a foreperson's responsibilities. Payment will be made for actual time on the jobsite.

PROVIDE LABORER/CREWPERSON

Measurement for payment for furnishing a laborer/crewperson qualified to perform the type of work typically associated with pipeline and/or pump station construction shall be based on the actual number of hours performing the assigned task, as approved by the CITY. Where work is being performed under items described herein, the cost of the laborer/crewperson shall be included in those items.

Payment for providing a laborer/crewperson shall be based on the price named in the Item Response Form, which shall constitute complete compensation, including burden on direct labor, transportation and hand tools typically associated with a laborer/crewperson responsibilities. Payment will be made for actual time on the jobsite.

FURNISH COMBINATION CLEANER TRUCK

Measurement for payment for furnishing a 12 yard, minimum, sewer cleaning truck and two person crew, including operator, shall be based on the actual time in operation on the job site plus 2 hours for mobilization/demobilization.

Payment for furnishing a combination cleaning truck and crew shall be based on the price named in the Item Response Form, which shall constitute full compensation, including, but not limited to, transportation, fuel, dump fees, equipment, labor, etc., to provide the services required.

PROVIDE BACKHOE

Measurement for providing a backhoe, equal to a Case 445T/MZ, and operator shall be based on the number of days of use, as approved by the CITY.

Payment for providing a backhoe and operator shall be based on the unit price named in the Item Response Form, which shall constitute full compensation including, but not limited to, delivery/pick-up, fuel, labor, etc., for the equipment.

PROJECT PLANNING COST

This item is provided to compensate the CONTRACTOR for time spent planning and estimating a project when the project planned does not result in a purchase order being issued and shall be considered full compensation for CONTRACTOR's time and resources.

Payment for project planning shall be at the price stipulated in the Item Response Form.

In the event a project that has been paid for under this item is subsequently executed, the amount will be deducted from the total amount of that purchase order.

DEMOLITION, REMOVAL AND DISPOSAL

DEMOLITION, REMOVAL, DISPOSAL

Measurement for payment for demolition, removal, and disposal of existing structures and materials will be based on the quantity of the item being demolished, removed, and properly disposed as measured in the field. This bid item does not include hazardous materials requiring special handling.

Payment for demolition, removal, and proper disposal of existing structures and materials will be at the unit price named in the Item Response Form which shall constitute full compensation for the work including, but not limited to, all of the labor, supplies, materials, small tools, and equipment required to complete demolition, removal, and disposal of unsuitable materials.

PLUG AND PREPARE ABANDONED PIPE FOR GROUT FILLING

Measurement for payment to plug and prepare abandoned pipe for grout filling shall be based on the number of abandoned pipes ends (\leq 12 inches diameter) plugged and prepared for grout filling in accordance with the contract documents.

Payment to plug and prepare abandoned pipe for grout filling shall be made at the unit price named in the Item Response Form for each pipe plugged and prepared for grout filling which shall constitute full compensation for the work including, but not limited to, the excavation, flushing, supplies, materials, fittings, plugs, backfilling and restoration. This item does not include the actual filling of the line with grout which is paid for under another line item.

GROUT FILL ABANDONED PIPE

Measurement for payment to grout fill abandoned pipe shall be based on the number of cubic yards of grout actually used to fill the abandoned pipe.

Payment to grout fill abandoned pipe shall be made at the unit price named in the Item Response Form which shall constitute full compensation for the work including, but not limited to, equipment, materials, supplies, and labor. This item does not include plugging and preparing the line to be grout filled which is paid for under another line item.

DEMOLISH WET WELL (6-foot or 8-foot DIAMETER)

Measurement for payment to demolish a wet well shall be based on the number of vertical feet of wet well removed. For a pre-cast structure, the top section, at a minimum, shall be separated and removed. This price shall include pressure cleaning the structure, removing all solids and

liquid, properly disposing of all materials and, if a portion of the structure remains, coring a drain in the bottom in accordance with state requirements.

Payment for demolishing a wet well will be made at the unit price named in the Item Response Form which shall constitute full compensation for the complete operation, including all necessary materials, labor, equipment etc.

FILL IN ABANDONED WET WELL OR VALVE VAULT

Measurement for payment to fill in abandoned wet wells or valve vaults will be based upon the actual number of cubic yards of compacted clean fill required, as measured in place. This price shall include pressure cleaning and vacuuming the structure and coring a drain hole in the bottom in accordance with state requirements.

Payment for filling will be made at the unit price named in the Item Response Form which shall constitute full compensation for the complete operation including all materials, labor, equipment, etc., necessary for the complete operation.

REMOVE FILLET FROM BOTTOM OF WET WELL

Measurement for payment to remove fillets from the bottom of wet wells will be based on the number of cubic feet of material removed, as measured in place prior to removal.

Payment for removing fillets from the bottom of wet wells will be made at the unit price named in the Item Response Form which shall constitute full compensation for the work including, but not limited to, all labor, supplies, materials, equipment required to complete demolition, removal and disposal.

SITE WORK

FURNISH AND INSTALL TEMPORARY BY-PASS PUMPS AND PIPING

Measurement and payment to furnish and install a temporary by-pass pumping system will be based upon the actual system installed for a specified flow range.

Payment shall be based on the unit price named in the Item Response Form which shall constitute full compensation for the by-pass system, including all necessary pumps, piping, hoses, fittings, controls, telemetry, noise abatement, labor, appurtenances, etc., required to make a functional and reliable temporary bypass system, subject to approval by the CITY.

OPERATE AND MAINTAIN TEMPORARY BY-PASS SYSTEM

Measurement for payment to operate and maintain a temporary by-pass pumping system will be based on the system installed for a given flowrate. Payment shall be based on the unit price named in the Item Response Form which shall constitute full compensation for the work including labor, trucks, fuel/energy costs, monitoring, servicing, equipment etc., as required to keep the temporary bypass system operating properly and effectively, as approved by the CITY.

EXPLORATORY EXCAVATION

Measurement for payment for exploratory excavation will be based upon the actual number of excavations made, to 5 feet maximum depth. This item shall be used only when authorized by the CITY in writing.

Payment for exploratory excavation will be made at the unit price named in the Item Response Form which shall constitute full compensation for the complete operation including all materials, supplies, labor, equipment, etc., necessary for the complete operation.

NON-EXPLORATORY EXCAVATION

Measurement for payment for non-exploratory excavation will be based upon the actual number of excavations made, to 5 feet maximum depth. Non-exploratory excavations will be used for, but not limited to, exposing known buried facilities, removing unsuitable fill etc. This item shall be used only when authorized by the CITY in writing.

Payment for non-exploratory excavation will be made at the unit price named in the Item Response Form which shall constitute full compensation for the complete operation including all materials, supplies, labor, equipment, etc., necessary for the complete operation.

FURNISH AND INSTALL TEMPORARY LINE STOP

Measurement for payment for furnishing and installing temporary line stops shall be based on the number of line stops installed, as approved by the CITY.

Payment for furnishing and installing temporary line stops shall be based on the unit price named in the Item Response Form, which shall constitute full compensation for the complete operation, including all necessary pipe, fittings, equipment, personnel and appurtenances required to make a reliable line stop.

LIMEROCK BASE COURSE

Measurement for payment for limerock base course shall be based on the measured in place number of cubic yards of limerock base course installed and compacted in accordance with the work authorization. This item shall include preparation of the sub-base.

Payment for limerock base course shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, sub-base preparation, all materials, supplies, equipment, labor, transportation, and installation, as required for a complete installation.

SAW CUT ASPHALT PAVING

Measurement for payment of asphalt pavement saw cutting shall be based on linear footage of asphalt cut, as measured in the field.

Payment for asphalt saw cutting shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all materials, equipment and labor required for completion of the work.

ASPHALT CONCRETE PAVEMENT

Measurement for payment for asphalt concrete pavement shall be based on the measured in place number of square yards of pavement. The material shall be Type III, asphalt concrete pavement installed in accordance with the contract documents.

Payment for asphalt concrete pavement shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all materials, supplies, equipment, labor, transportation, installation, etc., required for a complete installation.

FURNISH AND INSTALL WASHED ROCK OVER WEED BARRIER

Measurement for payment to furnish and install $\frac{3}{4}$ -inch washed rock over weed barrier shall be based on the number of square yards of washed rock installed in the field in accordance with the contract documents to a finished depth of 8 inches.

Payment for washed rock over weed barrier shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all materials, supplies, equipment, labor, transportation, etc., required for a complete installation.

FURNISH AND INSTALL SEED AND MULCH OR SOD

Measurement for payment for furnishing and installing seed and mulch or sod shall be based on the number of square yards of seed and mulch or sod in place in accordance with the contract documents.

Payment for furnishing and installing seed and mulch or sod will be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all ground preparation, materials, supplies, equipment, labor, maintenance, watering for 60 days etc., required for the completed work.

FURNISH AND INSTALL PIPE BOLLARDS

Measurement for payment for furnishing and installing 6-inch diameter by 6-foot long galvanized, SCH 40 steel bollards shall be based on the number of pipe bollards installed in accordance with the contract documents.

Payment for furnishing and installing pipe bollards will be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all materials, supplies, equipment, labor, painting with safety yellow epoxy paint, etc., required for the completed work.

RELOCATE EXISTING CHAIN LINK FENCE

Measurement for payment for relocating existing chain link fence, with or without barbed or razor wire, shall be based on the number of linear feet of 6-foot high chain link fence taken down, properly stored and reinstalled, as directed by the CITY.

Payment for relocating existing chain link fence shall be based on the unit price named in the Item Response Form which shall constitute full compensation for taking down the fence, removing and disposing of the existing posts and concrete anchors, installing new posts, reinstalling the fence and all materials tools, equipment and labor necessary for a complete project.

FURNISH AND INSTALL NEW CHAIN LINK FENCE

Measurement for payment for furnishing and installing new chain link fence shall be based on the number of linear feet of 6-foot high chain link fence, with or without barbed wire, installed in accordance with the contract documents.

Payment for furnishing and installing new chain link fence will be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all materials, supplies, equipment, labor, etc., required for the completed work.

FURNISH AND INSTALL 12-foot CHAIN LINK SWING GATE

Measurement for payment for furnishing and installing 12-foot chain link gate (2 – 6 feet sections) shall be based on the number of 12-foot chain link gates, with or without barbed wire installed in accordance with the contract documents.

Payment for furnishing and installing chain link gate will be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all materials, supplies, equipment, labor, etc., required for the completed work.

FURNISH AND INSTALL CHAIN LINK ROLLER GATE

Measurement for payment for furnishing and installing a chain link roller gate (10 or 12 feet) shall be based on the number of chain link gates, with or without barbed wire installed in accordance with the contract documents.

Payment for furnishing and installing a chain link roller gate will be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all materials, supplies, equipment, labor, etc., required for the completed work.

PRODUCE AND SUBMIT AS-BUILT DRAWINGS

Measurement for payment to produce and submit a site survey and as-built drawings for each lift station site shall be based on the number of lift station sites completed as assigned by the CITY.

As-built drawings will conform to WWS standards and will be provided to the CITY in AutoCAD 2015 (or a newer version) format along with two 24 x 36-inch copies of the site information. Data will include but is not limited to State Plane Coordinates for easement boundaries, property lines, topography, wet well invert, influent pipe(s) invert and top slab, hatch.; top of pipe and maintenance access structure. In addition, State Plane Coordinates for the pipe fittings and valves will be provided. Payment for obtaining and providing all documentation will be made at the unit price named in the Item Response Form which shall constitute full compensation for the work including, but not limited to, all labor, supplies, materials, equipment required to complete a site survey and as-built drawing.

NEW AND REHABILITATED CONCRETE WORK**SAW CUT CONCRETE**

Measurement for payment to saw cut concrete shall be based on the number of linear feet cut. Payment shall be based on the unit price named in the Item Response Form which shall constitute full compensation for the work, including but not limited to equipment, materials, and labor as well as removal and proper disposal of concrete.

CORE HOLE IN CONCRETE

Measurement for payment for core hole in concrete shall be based on the number of cores cut in concrete, in accordance with the contract documents.

Payment for coring concrete will be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all materials, supplies, equipment, labor, water, plug disposal, etc., required for the completed work.

FURNISH AND INSTALL PRECAST WET WELL STRUCTURE

Measurement for payment to furnish and install precast wet well structure shall be based on the number of vertical feet (outside dimension) of precast wet well structures installed, not to exceed

24 feet, as measured from the top of the base to the bottom of the top slab in accordance with the contract documents.

Payment to furnish and install precast wet well structure shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all excavation, shoring, dewatering, materials, supplies, equipment, labor, transportation, restoration, etc., required for a complete installation.

FURNISH AND INSTALL WET WELL PRECAST TOP SLAB WITH HATCH

Measurement for payment to furnish and install a new precast top slab with hatch shall be based on the number of precast top slabs with hatches (AASHTO H20-44, unless specified otherwise by CITY) installed in accordance with the contract documents.

Payment to furnish and install precast top slab with hatch shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all materials, supplies, equipment, labor, transportation, installation, etc., required for a complete installation.

FURNISH AND INSTALL RETROFIT HATCH IN EXISTING SLAB

Measurement for payment to furnish and install a retrofitted hatch shall be based on the number of hatches installed, including resizing the existing opening, installation hardware, sealants and appurtenances.

Hatches shall be U.S. Foundry TPD (300 PSF) or equal, unless specified otherwise by the CITY. Payment for furnishing and installing a retrofitted hatch shall be based on the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all materials, equipment, labor, transportation and installation etc., required for a complete installation.

FURNISH AND INSTALL WET WELL FILLET

Measurement for payment to furnish and install a new brick and concrete fillet in a wet well shall be based on the measured cubic feet of materials installed, in place.

Payment for furnishing and installing wet well fillets shall be based on the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all materials, equipment, labor, transportation, installation, etc., required for a complete installation.

FURNISH AND INSTALL PRECAST METER VAULT

Measurement for payment to furnish and install a new precast meter vault shall be based on the number of meter vaults installed, including top slab, aluminum hatch (AASHTO H20-44, unless specified otherwise by the CITY and appurtenances. Hatches for 5-foot x 5-foot and 6-foot x 6-foot vault shall match inside dimensions of vault. Other meter vault hatch sizes shall be specified by the CITY.

Payment for furnishing and installing a meter vault shall be based on the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all materials, equipment, labor, transportation, installation, etc., required for a complete installation.

WET WELL AND MAINTENANCE ACCESS STRUCTURE INTERIOR SURFACE PREPARATION

Measurement for payment for preparing the interior surface of concrete wet wells and maintenance access structures shall be based on the number of square feet prepared.

Payment for surface preparation shall be based on the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, materials, supplies, equipment, labor and removal and disposal of all debris.

FURNISH AND INSTALL WET WELL AND MAINTENANCE ACCESS STRUCTURE CEMENTITIOUS COATING – BRICK STRUCTURES

Measurement for payment for furnishing and installing a cementitious coating on brick wet well interiors and maintenance access structures shall be based on the number of square feet of material applied to brick structures at a 1-inch minimum thickness. Payment shall be based on the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, materials, supplies, equipment and labor necessary to provide a completed project.

FURNISH AND INSTALL WET WELL AND MAINTENANCE ACCESS STRUCTURE CEMENTITIOUS COATING– PRECAST STRUCTURES

Measurement for payment furnishing and installing a cementitious coating on precast wet wells and maintenance access structure shall be based on the number of square feet of material applied to precast structures at a ½ inch minimum thickness.

Payment shall be based on the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, materials, supplies, equipment and labor necessary to provide a completed project.

FURNISH AND INSTALL BITUMASTIC COATING

Measurement for payment for furnishing and installing a bitumastic coating on wet wells, maintenance access structures and meter vaults shall be based on the number of square feet of material applied.

Payment shall be based on the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, materials, supplies, equipment and labor necessary to provide a completed project.

FURNISH AND INSTALL LEVEL II OR LEVEL III COATING

Measurement for payment for furnishing and installing a Level II or Level III coating on wet wells and maintenance access structures shall be based on the number of square feet of material applied.

Payment shall be based on the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, materials, supplies, equipment and labor necessary to provide a completed project.

FURNISH AND INSTALL INJECTED CHEMICAL GROUT IN CONCRETE STRUCTURES

Measurement for payment to furnish and install chemical grout in concrete structures shall be based on the number of gallons of grout injected.

Payment shall be based on the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, materials, supplies, equipment and labor necessary to provide a completed project.

FURNISH AND INSTALL METER/VALVE VAULT LADDER

Measurement for payment to furnish and install a vault ladder shall be based on the number of ladders installed.

Payment shall be based on the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, materials, supplies, equipment and labor necessary to provide a completed project.

FURNISH AND INSTALL PRECAST MAINTENANCE ACCESS STRUCTURE

Measurement for payment to furnish and install precast maintenance access structure shall be based on the number of precast maintenance access structures installed in accordance with the purchase order. Depth measurement shall be from the rim elevation to the finished invert elevation.

Payment to furnish and install precast maintenance access structure's shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all excavation, shoring, dewatering, backfilling restoration, materials, supplies, equipment, labor, transportation, etc., required for a complete installation.

FURNISH AND INSTALL REINFORCED CONCRETE SLAB ON GRADE

Measurement for payment for furnishing and installing reinforced concrete slab on grade shall be based on the number of cubic yards of concrete slab on grade installed in the field in accordance with the purchase order. This item covers all poured in place reinforced concrete slabs on grade up to 12-inches in thickness, with reinforcing not exceeding 120 pounds of steel per cubic yard of concrete.

Payment for furnishing and installing a reinforced concrete slab on grade shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work, including but not limited to, all forms, materials, supplies, equipment, labor, transportation, etc., required for a complete installation.

FURNISH AND INSTALL REINFORCED, FORMED CONCRETE

Measurement for payment to furnish and install reinforced formed and poured in place concrete shall be based on the number of cubic yards of concrete installation in the field in accordance with the contract documents and shall include walls and structures to 8 feet above grade. This item covers all poured in place reinforced concrete with reinforcing not to exceed 120 pounds of steel per cubic yard of concrete.

Payment to furnish and install formed and poured in place reinforced concrete shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including but not limited to all forms, materials, supplies, equipment, labor, transportation, disposal, etc., required for a complete installation.

FURNISH AND INSTALL MISCELLANEOUS UNREINFORCED FORMED CONCRETE

Measurement for payment for furnishing and installing miscellaneous unreinforced formed and poured in place concrete shall be based on the number of cubic yards of unreinforced concrete poured in accordance with the contract documents. This includes slabs on grade, thrust blocks,

dead weight blocks, and any other unreinforced concrete work, earth supported, or formed, other than sidewalk.

Payment for miscellaneous unreinforced formed and poured in place concrete shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including but not limited to all forms, materials, supplies, equipment, labor, transportation, and finishing, required for a complete installation.

FURNISH AND INSTALL TREMIE CONCRETE

Measurement for payment to furnish and install tremie concrete shall be based on the number of cubic yards of concrete installed in the field in accordance with the contract documents.

Payment to furnish and install tremie concrete shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including but not limited to all materials, supplies, equipment, labor, transportation etc., required for a complete installation.

FORM AND POUR CONCRETE SIDEWALK

Measurement for payment to form and pour 6-inch thick concrete sidewalk shall be based on the number of square yards of unreinforced concrete sidewalk constructed in the field in accordance with the contract documents.

Payment for forming and pouring unreinforced concrete sidewalk shall be at the unit price earned in the Item Response Form which shall constitute full compensation for the work including but not limited to all forms, materials, supplies, equipment, labor, transportation, finishing etc., required for a complete installation.

FURNISH AND INSTALL FLOWABLE FILL

Measurement for payment for furnishing and installing flowable fill shall be based on the number of cubic yards of material installed.

Payment for furnishing and installing flowable fill shall be based on the unit price indicated in the Item Response Form which shall constitute complete compensation, including, but not limited to, all transportation, materials, blocking ends, labor, etc., to install the flowable fill where directed by the CITY.

FURNISH CONCRETE PUMP

Measurement for payment for furnishing a concrete pump and minimum two person crew, including operator, shall be based on the actual time pumping concrete/flowable fill plus a maximum of three hours for mobilization/ demobilization.

Payment for providing a concrete pump shall be based on the unit price named in the Item Response Form, which shall constitute complete compensation, including, but not limited to, all transportation, equipment, labor, etc., to provide an operating pump.

PIPING AND VALVES

FURNISH AND INSTALL FLANGED PLUG VALVE WITH STAINLESS STEEL (SS) ACCESSORIES

Measurement for payment for furnishing and installing flanged plug valves with SS accessories shall be based on the number of plug valves installed. 6, 8- and 10-inch flanged plug valves shall have hand wheel operators unless specified otherwise by the CITY.

Payment for furnishing and installing flange plug valves with SS accessories shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, materials, painting, labor and equipment required for the completed work.

FURNISH AND INSTALL FLANGED WEIGHT AND LEVER CHECK VALVE WITH STAINLESS STEEL (SS) ACCESSORIES

Measurement for payment for furnishing and installing check valves with SS accessories shall be based on the number of check valves installed in accordance with the contract documents.

Payment for furnishing and installing check valves with SS accessories shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all supplies, equipment, labor, etc., required for the completed work.

FURNISH AND INSTALL PUMP OUT CONNECTION

Measurement for payment for furnishing and installing pump out connection shall be based on the number of pump connections installed.

Payment for furnishing and installing pump out connection will be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to all materials, supplies, equipment, painting, labor, etc., required for the completed work.

FURNISH AND INSTALL MECHANICAL JOINT (MJ) PLUG VALVE

Measurement for payment for furnishing and installing MJ plug valves shall be based on the number of plug valves installed in accordance with the contract documents.

Payment for furnishing and installing MJ plug valves shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, valves, restrained joints, valve box, miscellaneous concrete, all supplies, equipment, labor, accessories, etc., required for the completed work.

FURNISH AND INSTALL FLANGED DUCTILE IRON (DI) PIPING

Measurement for payment for installing flanged ductile iron piping shall be based on the length, in feet, of piping installed between the pumps and 5 feet downstream of the meter vault, as directed by the CITY.

Payment for installing flanged ductile iron piping shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, pipe, interior and exterior coatings, link seals, all supplies, equipment, labor, etc., required for the completed work.

FURNISH AND INSTALL MECHANICAL JOINT (MJ) FLEXIBLE BALL JOINT

Measurement for payment for furnishing and installing mechanical joint (MJ) flexible ball joints (MEGALUG Flex-900 or equal) shall be based on the number of ball joints installed, in accordance with the contract documents.

Payment for furnishing and installing MJ flexible ball joints (MEGALUG Flex-900 or equal) shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed installation including, but not limited to, restrained joints, supplies, equipment, labor, and appurtenances, required for the completed work.

FURNISH AND INSTALL PUMP BASE ELBOW AND PUMP

Measurement for payment for furnishing and installing pump base elbow and CITY supplied pump shall be based on the number of pump base elbows installed.

Payment for furnishing and installing pump base elbows and CITY supplied pump shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all supplies, stainless steel plate, pump guide rails, equipment, painting, labor, etc., required for the completed work.

FURNISH AND INSTALL STAINLESS STEEL PUMP CABLE AND FLOAT HANGER BRACKET

Measurement for payment for furnishing and installing stainless steel pump cable and float hangar bracket shall be based on the number of float hangar brackets installed.

Payment for furnishing and installing stainless steel pump cable and float hangar brackets shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including but not limited to, materials, tools, supplies, equipment, labor, etc., required for the completed work.

FURNISH AND INSTALL WET WELL VENT

Measurement for furnishing and installing wet well vent will be based on the number of wet well vents furnished and installed.

Payment for furnishing and installing wet well vent will be at the unit price named in the Item Response Form which shall constitute complete compensation for all materials, supplies, painting, equipment, labor, etc., required for the completed work.

FURNISH AND INSTALL WATER SERVICE

Measurement for payment for furnishing and installing 1-inch or 2-inch water service shall be based on the number of water services installed in accordance with the purchase order.

Payment for furnishing and installing 2-inch water service shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, miscellaneous valves, pipe, meter box, excavation and backfill, materials, tools, supplies, equipment, labor, etc., required for the completed work including connection to the main and up to 150 linear feet of 2-inch water service line measured along the top of the ground from the main to the location provided by the CITY.

FURNISH AND INSTALL 1-inch or 2-inch BACKFLOW PREVENTION DEVICE Measurement for furnishing and installing 1-inch or 2-inch backflow prevention device will be based on the number of backflow prevention devices furnished and installed.

Payment for furnishing and installing a backflow prevention device will be at the unit price named in the Item Response Form which shall constitute complete compensation for all materials, supplies, equipment, labor, etc., required for the completed work. This item includes backflow devices installed in existing lift station water service lines or in new lift station water service lines.

This does not include backflow device installations in water service lines other than used exclusively for a lift station.

FURNISH AND INSTALL DUCTILE IRON PIPE (DIP) MECHANICAL JOINT (MJ) FORCE MAIN
Measurement for payment for furnishing and installing DIP MJ force main shall be based on the number of linear feet of DIP force main installed in accordance with the contract documents.

Payment for furnishing and installing DIP MJ force main shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all excavation and backfill, materials, tools, supplies, equipment, labor, link seals, coatings, etc., required for the completed work in conformance with CITY minimum standards.

FURNISH AND INSTALL DIP MJ FORCE MAIN FITTINGS AND ACCESSORIES
Measurement for payment for furnishing and installing DIP MJ force main fittings shall be based on the pounds of DIP force main fittings installed in accordance with the contract documents, as determined by standard manufacturer's literature.

Payment for furnishing and installing MJ DIP force main fittings shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all excavation, backfilling, supplies, equipment, labor, etc., required for the completed work.

This item includes restrained joint fitting accessories.

FURNISH AND INSTALL 8-inch and 10-inch PVC SANITARY SEWER
Measurement for payment for furnishing and installing 8-inch and 10-inch PVC sanitary sewer shall be based on the linear feet of 8-inch and 10-inch PVC sanitary sewer installed within the indicated depths and the indicated material in accordance with the contract documents.

Payment for furnishing and installing 8-inch and 10-inch PVC sanitary sewer shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all excavation and backfill, supplies, equipment, labor, etc., required for the completed work.

FURNISH AND INSTALL CONNECTION TO EXISTING FORCE MAIN
Measurement for payment for furnishing and installing a connection to an existing force main shall be based on the number of connections installed in accordance with the contract documents.

Payment for furnishing and installing a connection to a force main shall be at the unit price named in the Item Response Form which shall constitute full compensation for the completed work including, but not limited to, all excavation, backfilling, performing the wet tap, equipment, labor, and appurtenances required for the completed work.

FURNISH AND INSTALL FLANGED DIP FITTINGS
Measurement for payment for furnishing and installing flanged DIP fittings, with stainless steel accessory sets, shall be based on the weight, in pounds, of each fitting, as determined by standard manufacturer's literature.

Payment for furnishing and installing flanged DIP fittings shall be based on the unit price named in the Item Response Form, which shall constitute full compensation including, but not limited to, delivery, installation and all appurtenances referred to complete the installation.

FURNISH AND INSTALL PRESSURE GAUGE ASSEMBLY

Measurement for payment for furnishing and installing a pressure gauge assembly shall be based on the number of pressure gauges installed.

Payment for furnishing and installing the pressure gauge assembly shall be based on the unit price named in the Item Response Form which shall include all materials, tapping the main, labor, equipment and appurtenances required to provide the completed work.

FURNISH AND INSTALL 1-inch TAP AND BALL VALVE FOR ADDITIONAL PRESSURE TRANSDUCER

Measurement for payment for furnishing and installing a pressure transducer tap and valve assembly shall be based on the number of assemblies installed.

Payment for furnishing and installing the pressure transducer tap and valve assembly shall be based on the unit price named in the Item Response Form which shall include all materials, tapping the main, labor, equipment and appurtenances required to provide the completed work

FURNISH AND INSTALL 3-inch PVC VALVE VAULT DRAIN ASSEMBLY

Measurement for payment for furnishing and installing a valve vault drain shall be based on the number of drain assemblies furnished and installed.

Payment for furnishing and installing a valve vault drain shall be based on the unit price named in the Item Response Form, which shall constitute full compensation including, but not limited to, excavation, backfilling, coring concrete, equipment, labor and materials required for the complete installation.

INSTALL CITY SUPPLIED PASSIVE ODOR CONTROL UNIT

Measurement for payment for installing a CITY supplied passive odor control unit shall be based on the number of passive odor control units furnished and installed.

Payment for installing a passive odor control unit shall be based on the unit price named in the Item Response Form, which shall constitute full compensation including, but not limited to, excavation, backfilling, coring concrete, equipment, labor and materials required for the complete installation.

INSTALL CITY SUPPLIED ACTIVE ODOR CONTROL UNIT

Measurement for payment for installing a CITY supplied active odor control unit shall be based on the number of active passive odor control units furnished and installed.

Payment for installing an active odor control unit shall be based on the unit price named in the Item Response Form, which shall constitute full compensation including, but not limited to, excavation, backfilling, coring concrete, equipment, electrical connection to the panel, labor and materials required for the complete installation.

ELECTRICAL WORK

REMOVE EXISTING CONTROL PANEL

Measurement for payment to remove an existing control panel will be based upon the actual number of control panels removed. All removed panels shall be returned to CITY, unless otherwise directed.

Payment to remove an existing control panel will be made at the unit price named in the Item Response Form which shall constitute full compensation for the complete operation, including all materials, supplies, labor, equipment, etc.

REMOVE EXISTING ELECTRIC METER

Measurement for payment to remove an existing electric meter will be based upon the actual number of electric meters removed. All removed meters shall be stored and reinstalled at the direction of Florida Power and Light (FPL), unless otherwise directed.

Payment to remove an existing electric meter will be made at the unit price named in the Item Response Form which shall constitute full compensation for the complete operation, including all materials, supplies, labor, equipment, etc.

RELOCATE EXISTING CONTROL PANEL/ELECTRIC METER (UP TO 30 FEET)

Measurement for payment to relocate an existing control panel and electric meter will be based upon the actual number of control panels and electric meters relocated (up to 30 feet).

Payment to relocate an existing control panel and electric meter will be made at the unit price named in the Item Response Form which shall constitute full compensation for the complete operation, including all materials, supplies, labor, equipment, etc.

INSTALL CITY SUPPLIED CONTROL PANEL

Measurement for payment for installing CITY supplied control panel will be based on the number of control panels provided by the CITY and installed by the CONTRACTOR. This Bid Item shall also include the reinstallation of equipment removed under Bid Items 6.01 thru 6.02.

Payment for installing CITY supplied Control panels and furnishing and installing all associated materials will be at the unit price indicated in the Item Response Form which shall constitute complete compensation for the installation, but not limited to all transportation to pick up control panel at the CITY designated location within 25 miles of the pump station site, all materials, supplies, labor and equipment to install the control panel in accordance with the plans, connect to the electrical service, tested and inspected and ready for service.

FURNISH AND INSTALL ¾-inch BUBBLER SYSTEM PIPING, FITTINGS AND APPURTENANCES

Measurement for payment for furnishing and installing ¾-inch bubbler piping, and fittings, TYGON Air Line, or equal and appurtenances shall be based on the number of bubbler systems installed in accordance with the purchase order. This item includes all bubbler tubing, fittings, mounting, piping, etc., from the control panel to the bottom of the wet well. It does not include the pressure switches, compressors, or gages, provided with the control panel.

Payment for furnishing and installing bubbler system piping, fittings, and appurtenances shall be at the unit price in the Item Response Form, which shall constitute full compensation for the completed work including, but not limited to, all excavation materials, tools supplies, equipment, labor, etc., required for the completed work.

REMOVE AND PROPERLY STORE EXISTING PUMPS DURING CONSTRUCTION
Measurement for payment for removing and storing pumps during construction shall be based on the number of pumps removed in accordance with the contract documents. Pumps shall be thoroughly hosed off and debris, rags, grease etc. removed. Storage shall be a secured location where no damage, theft or degradation of the equipment will occur prior to reinstallation.

Payment for removal and storage of pumps shall be at the unit price named in the Item Response Form, which shall constitute full compensation for the completed work including, but not limited to, materials, tools, supplies, equipment, labor, etc., required for the completed work.

INSTALL/REINSTALL CITY SUPPLIED PUMPS IN WET WELL INCLUDING RECONNECTION TO PANEL

Measurement for payment for installing/reinstalling pumps in wet well shall be based on the number of pumps installed in accordance with the contract documents.

Payment for installation of pumps shall be at the unit price named in the Item Response Form, which shall constitute full compensation for the completed work including, but not limited to, materials, tools, supplies, equipment, labor, etc., required for the completed work.

DISCONNECT AND REMOVE EXISTING FLOATS FROM WET WELL

Measurement for payment for disconnecting and removing floats shall be based on the number of floats removed in accordance with the contract documents.

Payment for removal of floats shall be at the unit price named in the Item Response Form, which shall constitute full compensation for the completed work including, but not limited to, materials, tools, supplies, equipment, labor, etc., required for the completed work.

REINSTALL AND RECONNECT CITY SUPPLIED FLOATS IN WET WELL Measurement for payment for reinstalling and reconnecting floats shall be based on the number of floats installed in accordance with the contract documents.

Payment for reinstalling floats shall be at the unit price named in the Item Response Form, which shall constitute full compensation for the completed work including, but not limited to, materials, tools, supplies, equipment, labor, etc., required for the completed work.

FURNISH AND INSTALL "POWER PRESENT" INDICATOR LIGHT (BLUE)

Measurement for payment for furnishing and installing "power present" light will be based on the number of lights furnished and installed by the CONTRACTOR.

Payment for furnishing and installing "power present" light will be at the unit price named in the Item Response Form which shall constitute complete compensation for the installation of the lights including, but not limited to, all materials, supplies, labor and equipment required to install the light, tested and inspected and ready for service.

INSTALL CITY SUPPLIED CONNECTION/ISOLATION PANEL

Measurement for payment for installing CITY supplied connection/isolation panels will be based on the number of connection/isolation panels installed by the CONTRACTOR.

Payment for installing CITY supplied connection/isolation panels will be at the unit price named in the Item Response Form which shall constitute complete compensation for the installation of the connection/isolation panel including, but not limited to, all transportation, materials, excavation, supplies, labor and equipment to install the control panel in accordance with the plans, connected to the control panel and lift station equipment, tested and inspected and ready for service.

FURNISH AND INSTALL ELECTRICAL SERVICE TO LIFT STATION

Measurement for payment for furnishing and installing electrical service to lift station will be based on the length of electrical service provided, including wire, conduit and appurtenances furnished and installed by the CONTRACTOR.

Payment for furnishing and installing electrical service to lift station will be at the unit price named in the Item Response Form which shall constitute complete compensation for the installation of the electrical service including, but not limited to, all transportation, excavation and backfill, asphalt restoration, materials, supplies, labor and equipment to complete the connection between FPL and the pump station.

This item does not include any charges required by FPL as they are paid for under a separate line item.

INSTALL EMERGENCY CONNECTION/ TRANSFER PANEL

Measurement for payment for installing emergency connection/transfer panel will be based on the number of emergency connection/transfer panels installed by the CONTRACTOR.

Payment for installing emergency connection/transfer panel will be at the unit price named in the Item Response Form which shall constitute complete compensation for the installation of the emergency connection/transfer panel including, but not limited to, all transportation, materials, supplies, labor and equipment connected to the control panel and lift station equipment, tested and inspected and ready for service.

FURNISH AND INSTALL TEMPORARY ELECTRICAL SERVICE

Measurement for payment for furnishing and installing temporary electrical service will be based on the number of electrical services installed in accordance with the contract documents.

Payment for furnishing and installing temporary electrical service will be made at the unit price named in the Item Response Form which shall constitute full compensation for the complete temporary electrical service including all necessary conduit, wire, excavation, backfill, handhole, meter box, disconnect, fittings, posts, permits, materials and supplies, required to make a functional and reliable temporary electrical service. This item shall include bringing a maximum 400 amp, 460V, 3 phase power from a commercial power source a maximum of 100 lineal feet from the temporary electrical service. Distances in excess of 100 lineal feet shall be compensated under separate line items.

FURNISH AND INSTALL TEMPORARY CONTROL PANEL

Measurement for payment for furnishing and installing temporary control panel will be based on the number of temporary control panels furnished and installed by the CONTRACTOR.

Payment for furnishing and installing temporary control panel will be at the unit price named in the Item Response Form which shall constitute complete compensation for the installation of the temporary control panel including, but not limited to, all transportation, materials, supplies, labor and equipment to install the control panel, including appurtenances, in accordance with the Purchase Order, connected to the lift station equipment, tested and inspected and ready for service.

FURNISH AND INSTALL ALUMINUM CONDUIT

Measurement for payment for furnishing and installing aluminum conduit will be based on the number of linear feet of conduit installed.

Payment for furnishing and installing aluminum conduit from the wet well or valve vault to the connection panel will be at the unit price named in the Item Response Form which shall constitute complete compensation for the installation of the aluminum conduit including, but not limited to, all transportation, excavation and backfilling, materials, supplies, sealing fittings, labor and equipment to install the aluminum conduit in accordance with the Contract Document, connected to the connection panel and valve vault, inspected and ready for service.

FURNISH AND INSTALL SCHEDULE 40 PVC CONDUIT

Measurement for payment for furnishing and installing PVC conduit will be based on the number of linear feet of conduit installed.

Payment for furnishing and installing PVC conduit will be at the unit price named in the Item Response Form which shall constitute complete compensation for the installation of the PVC conduit including, but not limited to, all transportation, excavation and backfilling, materials, supplies, sealing fittings, labor and equipment to install the PVC conduit in accordance with the Contract Document, inspected and ready for service.

REMOVE EXISTING ANTENNA AND SUPPORT POLE

Measurement for payment for removing existing pole and SCADA antenna will be based on the number of poles and antennas removed by the CONTRACTOR.

Payment for removing the pole and antenna will be at the unit price named in the Item Response Form which shall constitute complete compensation for the removal including, but not limited to, all transportation, disconnection, materials, supplies, labor and equipment in accordance with the plans.

FURNISH AND INSTALL 2 INCH ALUMINUM POLE FOR SCADA ANTENNA

Measurement for payment for furnishing and installing 2 inch aluminum pole for the SCADA antenna will be based on the number of 2 inch aluminum pole and appurtenances furnished and installed by the CONTRACTOR.

Payment for furnishing and installing 2 inch aluminum pole and appurtenances will be at the unit price named in the Item Response Form which shall constitute complete compensation for the installation of the 2 inch aluminum pole up to 20 feet long including, but not limited to, all transportation, connection to the panel, materials, supplies, labor and equipment in accordance with the plans

CONSTRUCTION AGREEMENT No. Sid

THIS AGREEMENT is dated _____ by and between CITY OF POMPANO BEACH, FLORIDA (hereinafter called OWNER) and \$company_name (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

The project consists of the furnishing of all labor, equipment and materials for:

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: (Bid Name) \$solicitation_number.

Article 2. ENGINEER

The Project has been designed by _____ who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

The Work will be substantially completed within _____ days from the date the Contract Time commences to run as provided in the EXHIBIT "B" GENERAL CONDITIONS, and completed and ready for final payment in accordance with the EXHIBIT "B" GENERAL CONDITIONS within _____ days from the date the Contract Time commences to run.

Article 4. PRECONSTRUCTION PHASE REQUIREMENTS

Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the OWNER's General Services Department and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor's submission to OWNER of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall be commenced within ten (10) calendar days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for all other Work. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting

process. The Work to be performed pursuant to the second Notice to Proceed shall be commenced within ten (10) calendar days of the Project Initiation Date specified in the second Notice to Proceed.

Article 5. LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Article 3, above, plus any extensions thereof allowed in accordance with the EXHIBIT "B" GENERAL CONDITIONS. They also recognize the delays, expense and difficulties involved in the proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER five hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in Article 3 for Substantial Completion, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER three hundred and 00/100 (\$300.00) for each day that expires after the time specified in Article 3 for completion of Work and readiness for final payment, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services.

Article 6. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

The total sum of the work shall not exceed [written amount] dollars (\$contract_amount). See BID PROPOSAL attached for line item pricing.

Article 7. PAYMENT PROCEDURES

7.1 CONTRACTOR shall submit Applications for Payment in accordance with the EXHIBIT "B" GENERAL CONDITIONS. Applications for Payment will be processed by ENGINEER as provided in the EXHIBIT "B" GENERAL CONDITIONS.

7.2 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the EXHIBIT "B" GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

7.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and such amounts as ENGINEER shall determine, or OWNER may withhold, accordance with the EXHIBIT "B" GENERAL CONDITIONS.

5% of Work completed will be withheld by OWNER as retainage.

7.2.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with the EXHIBIT "B" GENERAL CONDITIONS.

7.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the EXHIBIT "B" GENERAL CONDITIONS, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said EXHIBIT "B" GENERAL CONDITIONS.

Article 8. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

8.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract documents,

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.

8.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the bid, and accepts the determination set forth in the bid of the extent of the technical data contained in such reports and Drawings upon which CONTRACTOR is entitled to reply.

8.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to or to supplement physical 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 Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the EXHIBIT "B" GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

8.4 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, or investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by

CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

8.5 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.

8.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8.7 By entering into this Contract, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Article 9. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of this Agreement and the following Exhibits, attached hereto and by reference incorporated herein and made a part hereof:

Exhibit "A" – Invitation for Bid (IFB), including, but not limited to, original IFB, general conditions, specifications, drawings, exhibits to the IFB, insurance requirements, any addenda issued and all documentation submitted by the CONTRACTOR; including, but not limited to, CONTRACTOR's Bid Pages, CONTRACTOR's sworn statement on drug-free workplace, CONTRACTOR'S insurance certificate, any documentation submitted by the CONTRACTOR prior and after award in relation to the IFB and this Agreement

Exhibit "B" – EXHIBIT "B" GENERAL CONDITIONS

Exhibit "C" – Supplementary Conditions

This Agreement and the exhibits listed above, including any approved amendments to the Agreement comprise the entirety of the contract documents between the OWNER and CONTRACTOR. This Agreement may only be amended, modified or supplemented as provided in Exhibit "B", General Conditions.

Any inconsistency in this Agreement and its exhibits listed above shall be resolved by giving precedence in the following order:

- a) This Agreement
- b) Exhibit "B", General Conditions
- c) Exhibit "C", Supplementary Conditions
- d) Exhibit "A", IFB, addenda and documentation

Article 10. MISCELLANEOUS

10.1 Terms used in this Agreement which are defined in the EXHIBIT "B" GENERAL CONDITIONS will have the meanings indicated in the EXHIBIT "B" GENERAL CONDITIONS.

10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 OWNER and CONTRACTOR each binds itself, its partners, 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.

10.4 Project Web Requirements:

- a. This project shall utilize e-Builder Enterprise (Software), a web-based project management software. OWNER shall use the Software to manage all project documents, communications and costs between the CONTRACTOR and OWNER. Training will be provided for the CONTRACTOR and all subcontractors that require access to the software.
- b. CONTRACTOR shall conduct project controls outlined by the OWNER utilizing the Software. **The designated web-based application license(s) shall be provided by the OWNER to the CONTRACTOR and subcontractors.** No additional software will be required.
- c. CONTRACTOR shall have the responsibility for logging in to the project web site on a daily basis, and as necessary to be kept fully apprised of project developments and required action items. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Change Directives, Potential Change

Orders, Change Order Requests, Change Orders and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety SDS sheets, Substitution Requests and the like will be submitted in digital format via the Software.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By: _____
GREGORY P. HARRISON, CITY MANAGER

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

“CONTRACTOR”

Witnesses:

\$company_name

By: _____
AUTHORIZED SIGNER, POSITION

(Print or Type Name)

(Print or Type Name)

STATE OF \$state_of_incorporation

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this _____ day of _____, 20__, by AUTHORIZED SIGNER as _____ of \$company_name, a \$state_of_incorporation corporation on behalf of the corporation OR a \$state_of_incorporation limited liability company OR a foreign corporation authorized to do business in Florida. He/She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF \$state_of_incorporation

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit B
General Conditions

ARTICLE 1. DEFINITIONS.

- 1.01 **The Contract Documents:** The Contract Documents consist of the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, Drawings, Plans, Specifications, and all modifications issued after execution of the Contract and all documents as defined in Article 9., "CONTRACT DOCUMENTS", of the Construction Agreement.
- 1.02 **The Owner, the Contractor, and the Project Consultant:** are those mentioned as such in the Contract Documents.
- 1.02.01 **Owner:** The City of Pompano Beach, Florida, (also referred to as the "City").
- 1.02.02 **Contractor:** The "party of the second part" to the Contract. The person, firm or corporation with whom a contract has been made with the Owner for the performance of the Work defined by the Contract Documents.
- 1.02.03 **Project Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services for development of the design and Contract Documents for the Work of this Project and provide Construction Contract Administration as described in the Contract Documents.
- 1.03 **City Engineer:** City Engineer of the City of Pompano Beach, Florida.
- 1.04 **Final Completion:** Means that date subsequent to the date of Substantial Completion at which time the Contractor has completed all of the Work (or designated portion thereof) in accordance with the Contract Documents as certified by the Project Consultant and/or approved by the Owner. In addition, Final Completion shall not be deemed to have occurred until any and all governmental bodies, boards, entities, etc., which regulate or have jurisdiction of the Work, have inspected, approved and certified the Work.
- 1.06 **Inspector:** An employee(s) of The City of Pompano Beach, Florida, referred to hereinafter as the "Inspector," who(m) is/are assigned by the City Engineer to periodically inspect the Project during the construction process, and who assist(s) the City Engineer in reviewing field performance and its compliance with the Contract Documents.
- 1.06.01 **Resident Inspector:** An employee or subconsultant of the **Project Consultant** employed to perform either periodic or full-time specific inspection duties.
- 1.07 **Other Contractors:** Any person, firm or corporation with whom a Contract has been made by the Owner for the performance of any work on the site, which work is not a portion of the Work covered by the Contract.
- 1.08 **Owner's Representative:** The City Official who has been delegated responsibility by the City Manager to act as the City's project coordinator. (In most cases, the City Engineer shall be assigned this duty.)
- 1.09 **Phase:** A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion, and liquidated damages. A Phase may be designated for completion by the Owner's own forces, or by Other Contractors.
- 1.10 **The Project:** The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

- 1.11 **Punch List:** A list of items of work required to render complete, satisfactory, and acceptable the construction services provided for in the Contract Documents and created pursuant to Florida Statute 218.735(7)(a).
- 1.12 **Subcontractor:** A person or entity other than a materialman or laborer who enters into a Contract with Contractor for the performance of any part of Contractor's Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- 1.13 **Sub-subcontractor:** A person or entity other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. The term "Sub-subcontractor" does not include separate subcontractors of a separate contractor.
- 1.14 **Submittals:** Are prepared by the Contractor or those working on his behalf (subcontractors, material suppliers, and others) to show how a particular aspect of the Work is to be fabricated and installed. The Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, workmanship bonds, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications, periodic and final "as-built", surveys, videos and other types of information described in the specifications.
- 1.15 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which, as certified in writing by the Project Consultant, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.
- 1.16 **Subconsultant:** A person or organization of properly registered professional architects, engineers or other design professionals who has entered an agreement with the Project Consultant to furnish professional services in support of the Project Consultants agreement with the Owner.
- 1.17 **Superintendent:** The executive representative for the Contractor present on the work at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant and capable of superintending the work efficiently.
- 1.18 **Work:** The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- 1.19 **Written Notice:** Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by certified mail or other traceable delivery service to the last business address known to him who gives notice. Trackable electronic transmissions shall also be considered as written notice.

ARTICLE 2. THE WORK.

- 2.01 The Contractor shall perform all of the Work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor and services directly related to the Work, and shall perform the Work in a good and workmanlike manner with sufficient manpower to perform the Work in accordance with the time requirements set forth in the Contract Documents, and shall perform all other acts and supply all other things necessary to complete the Work in strict accordance with the Contract Documents.

- 2.02 When completed the Work shall conform to the requirements of the Contract Documents and be completely ready for occupancy and finally completed.
- 2.03 The Contractor represents and warrants to the Owner that:
- 2.03.01 It is financially solvent and has sufficient working capital to perform the obligations under this Construction Contract;
- 2.03.02 It is experienced and skilled in the construction of the type of project described in the Contract Document;
- 2.03.03 It is able to provide the labor, materials, equipment and machinery necessary to complete the Work for the agreed upon price;
- 2.03.04 It is fully licensed under all applicable laws and authorized to do business in the State of Florida in the name of the entity identified as the "Contractor" in the Construction Contract, and is legally permitted to perform all the work set forth in this Construction Contract.
- 2.03.05 It has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural or man-made; the surface water conditions and water ways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings; and the location of electric and utility lines and water, sanitary, sewer and storm drain lines, as well as site ingress and egress. The Contractor acknowledges receipt and has reviewed the site geotechnical report provided for the Owner.
- 2.03.06 It will comply with all federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents.

ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.

- 3.01 The Contractor represents that:
- 3.01.01 The Contractor and Subcontractors have fully examined and compared all Drawings, Specifications and other Contract Documents including but not limited to those relating to the architectural, structural, mechanical, electrical, civil engineering and plumbing elements and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.
- 3.01.02 All construction materials, labor, methods, means, techniques, sequences and procedures required to carry out the Work, all safety precautions and programs required in connection with carrying out the Work, all conflicts, discrepancies, errors and omissions that Contractor is aware of as a result of the examination and comparison of the Contract Documents have been either corrected or clarified to the satisfaction of the Contractor prior to execution of this Construction Contract.
- 3.01.03 The Contract Sum is reasonable compensation and represents the total lump sum cost for the Work and that all systems and Work shall be functional and in accordance with the requirements of the Contract Documents.
- 3.01.04 The Contract Time is adequate for the performance of the Work.
- 3.02 The Contractor is responsible for all means, methods, techniques and sequencing of construction.
- 3.03 If, after execution of this Construction Contract, the Contractor detects a conflict, discrepancy, error or omission in the Contract Documents then it shall immediately notify Project Consultant and Owner prior to proceeding with the specific portion of the Work.

ARTICLE 4. INTENT AND INTERPRETATION.

- 4.01 With the respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:
- 4.01.01 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the Owner and the Project Consultant of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.
- 4.01.02 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- 4.01.03 The intent of the Contract Documents is to include all labor, materials, equipment services and transportation necessary for the proper execution of the Work. The Contractor shall continually refer to drawing, specifications and other Contract Documents in this regard.
- 4.01.04 In the event of a conflict among the Contract Documents, the most stringent requirement to the Contractor shall control.
- 4.02 The Project Consultant shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.
- 4.02.01 The Project Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes, change order requests, substitution requests, requests for interpretation and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
- 4.02.02 Interpretations and decisions of the Project Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.
- 4.02.03 In the capacity of interpreter the Project Consultant shall endeavor to secure faithful performance by both the Owner and the Contractor, and shall not show partiality to either.

ARTICLE 5. OWNERSHIP OF THE CONTRACT DOCUMENTS WHICH MAKE UP THE CONTRACT

- 5.01 Subject to any rights the Project Consultant may have, the Contract Documents and each of them, as well as any other documents, intellectual property, software, computer-assisted material or disks relating to or regarding the Work, shall be and remain the property of the Owner. This shall be the case even if prepared, created or provided by the Project Consultant, Contractor, Subcontractor or others.
- 5.02 The Contractor shall have the right to keep copies of same upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of same on other projects without the Owner's prior written authorization.
- 5.03 The Contractor agrees to provide any and all items referred to in this Paragraph to Owner upon demand by Owner. In the event Contractor fails to provide same to Owner as demanded, Contractor acknowledges that the Owner will need same and will be irreparably harmed and be subject to an injunction to provide same.

ARTICLE 6. TEMPORARY UTILITIES.

- 6.01 **Water For Execution of the Work:** The Contractor shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.

- 6.02 Electrical Energy: The Contractor shall provide temporary electrical energy and power lines sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.03 Temporary Sanitary Facilities And Sewers:
- 6.03.01 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations and facilities for the use of his employees as may be necessary to comply with the regulations of any governmental agencies, departments, etc. which address or govern these issues.
- 6.03.02 No nuisance will be permitted.
- 6.03.03 Upon completion of Work, such facilities shall be removed and the premises left in a sanitary condition.
- 6.03.04 Contractor is not permitted to use restrooms or other sanitary facilities within the Owner's existing building or on-site facilities unless the contrary is provided for elsewhere in the Contract Documents.

ARTICLE 7. PROGRESS.

- 7.01 Contractor shall provide the Owner with full information in advance as to its plans for performing each part of the Work. This shall include, but not be limited to, schedules provided to the Owner as Post-Award Information and subsequently updated schedules submitted to the Owner on a monthly basis as required in Article 10 below, as a condition precedent to payment(s).
- 7.01.01 Such schedule shall be in a form acceptable to the Owner.
- 7.01.02 The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project.
- 7.01.03 Each such revision shall be provided to the Owner and the Project Consultant.
- 7.01.04 Compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to comply with said requirements shall constitute a material breach of this Contract.
- 7.01.05 By providing these Schedules to Owner, Owner does not in any way acknowledge or consent that the Schedules are acceptable or reasonable, but it is simply reviewing same for its own informational purposes.
- 7.02 If at any time during the progress of Work, the Contractor's actual progress is inadequate to meet the requirements of the Contract Documents, such as the required completion dates, the Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress so as to complete the Work on or before the required Substantial Completion Date.
- 7.02.01 If within a reasonable period as determined by Owner, the Contractor does not improve performance to meet the requirements of the Contract Documents, such as the required completion dates, then the Owner may require an increase in any or all of the following: Contractor's Subcontractor crews and Contractor's own labor force, the number of shifts, overtime operation, Contractor's supervision and additional days of work per week, all without cost to Owner.
- 7.02.02 Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract Documents.

- 7.03 Failure of Contractor to comply with the instructions of the Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within the time specified.
- 7.04 Upon such determination, Owner, in addition to any and all other rights set forth in the Contract Documents and remedies afforded Owner under the Contract Documents or at law, may:
- 7.04.01 Elect to proceed with the Work with its own employees, agents, contractors, subcontractors, suppliers and assess all costs, expenses or fees for same against contractors and/or
- 7.04.02 Terminate for cause Contractor's right to proceed with the performance pursuant to the Contract Documents, or any separable part thereof, in accordance with the applicable provisions of the Contract Documents.

ARTICLE 8. EXPEDITING

- 8.01 The Work, equipment and material provided under this Contract may be subject to expediting by Owner.
- 8.02 Owner shall be allowed reasonable access to the shops, factories and other places of business of the Contractor and/or Subcontractors for expediting purposes.
- 8.03 As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting, and Contractor shall cooperate with Owner and require Subcontractors to cooperate with Owner in such expediting.
- 8.04 Any expediting performance by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be provided under the Contract Document.

ARTICLE 9. COMPLETION

- 9.01 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Consultant a comprehensive Punch List of items to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.01.01 For a Project with an estimated cost of less than \$10 million, the Punch List shall be completed within thirty (30) calendar days after Substantial Completion of the Project, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.01.02 For a Project with an estimated cost of \$10 million or more, the Punch List shall be completed within thirty (30) calendar days, unless otherwise extended elsewhere in the Contract Documents, but not to exceed sixty (60) calendar days, after reaching Substantial Completion, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.02 For a Project involving the construction of more than one building or structure, or involving a multiphased project, a Punch List shall be created for each building, structure, or phase of the Project pursuant to the limitations provided for above in 9.01.01 and 9.01.02, as applicable.
- 9.03 The failure to include any corrective work or pending items not yet completed on the List does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the contract. All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as defined by the Contract Documents.

- 9.04 Upon completion of all of the items on the Punch List, the Contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed 150 percent of the total costs to complete the outstanding item.
- 9.05 In the event that the Contractor fails, in whole or in part, to comply with the obligations and responsibilities required hereunder in paragraph 9.01, the Owner need not pay or process any payment request for remaining retainage.

ARTICLE 10. CONTRACT PAYMENTS

- 10.01 Schedule of Values:
- 10.01.01 The Contractor shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.
- 10.01.02 The Contractor's Schedule of Values apportions the Contract Price among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.
- 10.01.03 The Schedule of values shall be presented with such detail, and supported with whatever information the Project Consultant or the Owner reasonably requests.
- 10.01.04 The Contractor shall not imbalance its Schedule of Values nor artificially inflate or exaggerate any element thereof. Contractor's failure to comply with this provision shall be grounds for Owner to terminate Contractor, as provided for elsewhere herein.
- 10.02 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures provided herein.
- 10.02.01 On or before the **15th** day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit an Application for Payment to the Owner for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Contractor and Owner and as provided for in the Contract Documents. The Contractor shall also deliver a copy of the Application for Payment to the Project Consultant.
- 10.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Project Consultant, the Owner, or both.
- 10.02.03 The Owner shall not be required to pay for stored materials or equipment except as set forth in Article 25 below.
- 10.02.04 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the Work has been properly installed or performed in substantial compliance with the requirements of the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested.
- 10.02.05 Upon receipt of the Application for Payment, the Project Consultant shall:
- a. Within ten (10) days review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents.
 - b. Approve in writing the amount which, in the opinion of the Project Consultant, is properly owing to the Contractor.

- 10.02.06 The Owner shall make payment to the Contractor within fifteen (15) days following the Project Consultant's written approval of the Application for Payment but in no event later than twenty-five (25) days after the invoice was received by the Owner.
- 10.02.07 The Owner may reject the Application for Payment within twenty (20) business days after the date on which the Application for Payment is stamped as received. The rejection shall be in writing and shall specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.
- 10.02.08 If the Owner disputes a portion of an Application for Payment, the undisputed portion must be timely paid.
- 10.02.09 The Contractor may submit a corrected Application for Payment which corrects the deficiency or deficiencies specified in writing by the Owner. The Owner shall either pay or reject the corrected Application for Payment within ten (10) business days after receipt of same.
- 10.02.10 If a dispute regarding the Application for Payment cannot be resolved pursuant to the process outlined herein, it must be resolved in accordance with the dispute resolution procedures outlined in Article 45.
- 10.02.11 The amount of each monthly payment shall be the amount approved for payment by the Project Consultant less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents or reasonable business practices. In the event of a dispute with regard to a portion of the Application for Payment, the Owner shall pay the undisputed portion pursuant to the timeline established in this Section.
- 10.02.12 The Project Consultant's approval of the Contractor's Applications for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in the Contract Documents.
- 10.02.13 The submission by the Contractor of an Application for Payment also constitutes an affirmative representation and warranty that all Work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance by any person whatsoever.
- 10.02.14 As a condition precedent to payment, the Contractor shall, as required elsewhere in the Contract Documents and as required by the Owner, also provide to the Owner documents relating to the Project, including but not limited to, updated schedules and daily logs, properly executed documents that all subcontractors, materialmen, suppliers or others having rights, acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any rights or other claims of any nature relating to the Project.
- 10.02.15 Furthermore, the Contractor warrants and represent that, upon payment of the Application for Payment submitted, title to all work included in such payment shall be vested in the Owner.
- 10.02.16 Dollar Value/Time Graphs: Each of the Contractor's Application for Payment shall be accompanied by a graph, prepared by the Contractor, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.
- 10.03 When payment is received from the Owner, the Contractor shall within five (5) days pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for all work covered by such payment. In the event such payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable procedures in order to protect Owner's interest or Owner's desire to assist in having subcontractors, laborers, suppliers, materialmen or others paid.
- 10.04 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.

ARTICLE 11. WITHHOLDING PAYMENT TO CONTRACTOR

- 11.01 The Owner may withhold as retainage five (5) percent of the payment owed to the Contractor until completion of the Project.
- 11.02 If the City pays the retainage amount upon the Contractor's request which is attributable to the labor, services, or materials supplied by one or more contractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors or suppliers.
- 11.03 Regardless of the provisions in this Article, in no event shall the Owner be required to pay or release any amounts that are the subject of a good faith dispute, a claim brought pursuant to Fla. Stat. § 255.05, or otherwise the subject of a claim or demand by the Owner.
- 11.04 In addition to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion if any of the following exists:
- 11.04.01 The Work is not proceeding in accordance with the Construction Documents Schedule as anticipated by the Project Consultant or the Owner. In that event, the Project Consultant or the Owner will assess the anticipated delay and the Owner will use the amounts specified for Liquidated Damages as the basis for amounts withheld. Said funds shall be held until such time as the Project Consultant or Owner determine that the Work is back on schedule. By making said funds available to Contractor, Owner does not waive its right to assess liquidated damages at the completion of the Project;
- 11.04.02 Liquidated Damages as set forth in this Contract;
- 11.04.03 Defective Work unremedied;
- 11.04.04 Punch-List items unremedied;
- 11.04.05 Subject to Owner's written notice to Contractor in accordance with the Contract Documents back charge items for work performed by Owner or another contractor at the request of Owner, which work is within the scope of the Work under this Construction Contract;
- 11.04.06 Claims filed by subcontractors, laborers, suppliers, materialmen or others;
- 11.04.07 Failure to comply with any and all insurance requirements;
- 11.04.08 Failure of the Contractor to make payment properly to Subcontractors or others;
- 11.04.09 Damage to the Owner or another contractor;
- 11.04.10 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion Date;
- 11.04.11 Failure of the Contractor to carry out any of its obligations in accordance with the Contract Documents;
- 11.04.12 Failure of the Contractor to submit the information or documents required by this Contract or reasonably required by Owner, including but not limited to schedules and daily logs.

ARTICLE 12. CONTRACTOR'S RIGHT UPON NONPAYMENT.

- 12.01 If within thirty (30) days of the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days written notice of its intent to cease work to the Owner.

ARTICLE 13. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER.

- 13.01 The Owner shall furnish to the Contractor, prior to the execution of the Contract, any and all written and tangible material, including but not limited to surveys and other information concerning existing conditions on the Site.
- 13.02 The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey.

ARTICLE 14. LICENSES AND PERMITS.

- 14.01 All licenses and permits necessary to commence and prosecute the Work to completion shall be procured and paid for by the Contractor, unless expressly provided for elsewhere in the Contract Documents.
- 14.03 All easements and rights-of-way will be procured and paid for by the Owner unless otherwise specifically provided within the Contract Documents.

ARTICLE 15. CEASE AND DESIST ORDER.

- 15.01 In the event the Contractor fails or refuses to perform the Work as required herein, the Owner may instruct the Contractor to cease and desist from performing the Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected and the Owner instructs that the Work may resume.
- 15.02 In the event the Owner issues such instruction to cease and desist, and in the further event the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner.
- 15.03 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

ARTICLE 16. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR.

- 16.01 The Contractor shall perform the Work in accordance with the Contract Documents.
- 16.02 The Contractor shall supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.
- 16.03 The Contractor hereby warrants that all labor provided under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all material and equipment provided shall be new and of high quality, that the Work will be complete, of high quality, without defects, and in compliance with the requirements of the Contract Documents. Any Work not complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.
- 16.04 Unless expressly provided for elsewhere in the Contract Documents, the Contractor shall obtain and pay for all required permits, fees, and licenses and shall comply with all legal requirements applicable to the Work.
- 16.05 The Contractor shall prepare and submit schedules and supporting documentation as required elsewhere in the Contract Documents.
- 16.06 Record Keeping on Site:

- 16.06.01 The Contractor shall keep a daily log, an updated copy of the Contract Documents, approved shop drawings and other submittals, and other documents and materials as required by the Contract Documents at the site.
- 16.06.02 All of these items shall be available to the Owner and the Project Consultant at all regular business hours.
- 16.06.03 Upon final completion of the Work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner.
- 16.07 Shop Drawings And Other Submittals:
- 16.07.01 The Contractor shall submit for approval with reasonable promptness and in a timely manner so as to cause no delay in the Work, various submittals including shop drawings as required for the Work of the various trades.
- 16.07.02 These shop drawings and other submittals shall be in accordance with the requirements of the Contract Documents and shall be carefully checked in every respect and signed by the Contractor before submitting same to the Project Consultant.
- 16.07.03 Shop drawings and other submittals from the Contractor are not part of the Contract Documents but are documents prepared and utilized by the Contractor to coordinate the Work.
- 16.07.04 The Contractor shall not do any Work requiring shop drawings or other submittals unless such have been approved in writing by the Project Consultant.
- 16.07.05 All Work requiring approved shop drawings or other submittal shall be done in compliance with such approved documents. However, approval by the Project Consultant or the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents.
- 16.07.06 The Owner and the Project Consultant shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.
- 16.07.07 The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.
- 16.07.08 The Contractor shall have the duty to carefully review, inspect and examine any and all submittal and resubmittals before submission of same to Owner or the Project Consultant.
- 16.08 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of debris, trash and excess materials or equipment. In the event the Project is located at or near occupied facilities, then Owner may establish additional rules and regulations regarding condition at the Project, including but not limited to, keeping the Project and the occupied premises clean, safe and secure.
- 16.09 At all times, the Contractor shall permit the Owner and the Project Consultant to enter upon the Project site and to review or inspect the Work.

ARTICLE 17. SUBCONTRACTS.

- 17.01 The Contract Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor. Contractor shall not replace Subcontractor without good cause.

- 17.02 The Contractor shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:
- 17.02.01 The general form of Subcontract Agreement used by the Contractor within thirty (30) days of execution of the Construction Contract.
- 17.02.02 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within ten (10) days of said change.
- 17.02.03 Copies of executed Subcontractor Contracts within ten (10) days of their execution.
- 17.02.04 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application For Payment submitted by the Contractor.
- 17.03 All contracts with Subcontractors shall incorporate by reference the terms and conditions of this Construction Contract.
- 17.04 The Contractor shall cause and require to be included in all Subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the Subcontracts in the event the Contractor is replaced by another contractor pursuant to the terms of the Contract Documents. The Contractor shall also include in all Subcontracts a provision requiring the Subcontractor, in the event of the Contractor's termination, to consent to the assignment of their Subcontracts to the Owner.
- 17.05 The Owner may at any time request from the Subcontractors, or any of them, a sworn statement of account with the Contractor and the Contractor shall cause to be included in all Subcontracts a requirement that the Subcontractors provide said sworn statement upon Owner's request.
- 17.06 Each Subcontractor and supplier must agree to assign all of its warranties to Owner. In addition each Subcontractor and supplier must warrant all of its Work, equipment, materials and labor to Owner in accordance with the terms and provisions of its contractual obligations to Contractor and any legal or statutory provisions that apply to its work, materials or equipment.
- 17.07 Owner may at its discretion require Contractor to have major sub-subcontractors or suppliers comply with the requirements of this Article 16 or other provisions of the Contract Documents.

ARTICLE 18. CONTRACTOR'S SUPERINTENDENT

- 18.01 Before starting the Work, Contractor shall designate an English speaking, competent, authorized representative (hereinafter Superintendent), acceptable to the Owner, to represent and act for the Contractor. The Contractor shall:
- 18.01.01 Inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitation on such authority.
- 18.01.02 Keep the Owner informed of any subsequent changes in the foregoing.
- 18.02 The Superintendent shall be present (or be temporarily represented by a person familiar with the project work activities and schedule) at the site of the Work at all times when the Work is actually in progress.
- 18.04 All notices, determinations, instructions and other communications given to the Contractor's Superintendent shall be binding upon the Contractor.
- 18.05 The Superintendent shall maintain a daily log/report which shall include at least the following information: weather conditions; trades at site; manpower totals by trade; heavy equipment in use; activities in progress;

and inspections at site. Copies of the daily entries shall be provided to the Owner once per month, or as required elsewhere in the Contract Documents.

ARTICLE 19. COOPERATION WITH OTHERS.

- 19.01 The Owner and other contractors and subcontractors may be working at the site during the performance of the Construction Contract, and Contractor's work may be interfered with as a result of such concurrent activities. Contractor shall fully cooperate with Owner and other contractors to avoid any delay or hindrance of the Work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.
- 19.02 If any part of the Contractor's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner or separate contractor's work as fit and proper to receive Contractor's Work, except as to defects which may subsequently become apparent in such work performed by others.

ARTICLE 20. SITE CONDITIONS.

- 20.01 Contractor shall have the sole responsibility to conduct reasonable inspection of the site and to satisfy itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of material; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted in the Contract Documents; governmental processes and requirements for obtaining permits other than issuance of the original building permits, certificates of occupancy and other regulatory/utility approvals; physical conditions at the work sites and the Project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quality of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Construction Contract; and all other matter which can in any way affect performance of the Construction Contract, or the cost associated with such performance.
- 20.02 The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work.
- 20.03 Contractor may reasonably rely upon site documentation provided by the Owner. In the event that during the course of the Work Contractor encounters an underground utility facility that was not shown on the Contract Documents; or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, within forty-eight (48) hours of their discovery, notify Owner and Project Consultant in writing of the existence of the aforesaid conditions. Project Consultant and Owner shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not changed as a result of the conditions, Project Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Owner and Contractor cannot agree on an adjustment in the Contract price or the Contract time, the adjustment shall be referred to Project Consultant for determination. Should Project Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, Project Consultant shall so notify Owner and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto. No request by Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless Contractor has given

written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Project Consultant as the date of substantial completion.

ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.

- 21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.
- 21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.
- 21.01.02 Contractor shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.
- 21.02 Contractor shall comply with all applicable laws and regulations.
- 21.02.01 Contractor shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner.
- 21.02.02 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.
- 21.02.03 Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining property security for the above noted items, nor shall it be constructed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- 21.03 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to Owner in a timely manner.

ARTICLE 22. PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT.

- 22.01 Contractor shall be responsible for and shall bear any and all risks of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of the Work under this Contract.
- 22.02 Permanent openings for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the Work will be delivered to the Owner in proper, whole and unblemished condition.

ARTICLE 23. ADMINISTRATION OF THE CONTRACT.

- 23.01 The Project Consultant will provide Administration of the Contract.
- 23.01.01 For those projects for which the City Engineer serves as the Project Consultant, all references to the Project Consultant shall be considered to be the City Engineer.
- 23.01.02 In the event the Owner should find it necessary to replace the Project Consultant, the Owner shall retain a replacement and the role of the replacement shall be the same as the role of the original Project Consultant.
- 23.02 Unless otherwise directed by the Owner in writing, the Project Consultant will perform those duties and discharge those responsibilities allocated to the Project Consultant by the Owner.

- 23.03 Neither the Project Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the Work or for the acts of omission or commission of the Contractor, its Subcontractors or their agents or employees.
- 23.04 The Project Consultant and Owner will each have the authority to reject Work which does not conform to the Contract Documents and to require special inspection or testing with prior approval by the Owner. Neither the Project Consultant's nor the Owner's authority to act under this Paragraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Consultant or the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 23.05 The Contractor shall forward all communications to the Project Consultant, with simultaneous copies to the Owner.
- 23.06 The Project Consultant will review and certify the Contractor's Application for Payments which the Owner must subsequently approve prior to Payment of the Contractor.
- 23.07 The Project Consultant shall approve shop drawings for design only, the Contractor being responsible for all dimensions, quantities, etc., necessary to complete the Work in compliance with the Drawings and Specifications and other Contract Documents.
- 23.08 The duties, responsibilities and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Contractor, the Project Consultant, and the Owner.
- 23.09 Notwithstanding anything to the Contrary in these General Conditions or any other "Contract Document" as that term is defined in the Professional Services Agreement between the City of Pompano Beach, Florida and the Project Consultant, it is not the intention nor shall any of the provisions of those documents act as a release, limitation or discharge of the obligations or responsibilities of the Project Consultant pursuant to its agreement with the Owner.
- 23.10 The Project Consultant will utilize the Contractor Performance Report to monitor and record the Contractor's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to the contract.

ARTICLE 24. MATERIALS.

- 24.01 The Contractor shall provide materials and equipment as required in the Contract Documents. No substitution will be permitted except in the instance where a material is no longer available during the progress of the Work or is deemed by the Owner to be no longer suitable or appropriate for incorporation into the Work or for obvious economic benefits accruable to the Owner.
- 24.01.01 Any such substitution must be approved by the Project Consultant and Owner prior to incorporation of the proposed substitution into the Work.
- 24.01.02 Proposed substitutions must be submitted for consideration from the Contractor to the Project Consultant and the Owner. Documentation for the proposed substitution must include, but is not limited to substantiation of the Contractor's efforts to obtain the originally specified materials including documentary evidence from the original materials' manufacturer that such materials are not available.
- 24.01.03 Product delivery lead times shall not serve as a basis for any substitution request except for where approved in advance by the Owner.
- 24.01.04 All additional costs incurred by the Owner as the result of any substitution will be the direct responsibility of and borne by the Contractor.

- 24.02 The Contractor shall make written request to the Project Consultant for and obtain his written approval of the use of any materials proposed for use when "approval" materials are specified or a performance type specification is utilized without mentioning any standard by name.
- 24.03 If, in the opinion of the Project Consultant, a specified product or equipment no longer meets the quality of the products or equipment required for the Work, Project Consultant shall request a Change Order Proposal from the Contractor for modifying the Contract to incorporate the respective changes to the Work required, the Contract amount, and the Contract Time as beneficial to the Owner.

ARTICLE 25. STORED MATERIALS.

- 25.01 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.
- 25.01.01 Contractor is not entitled to payment for same except for those materials which in Owner's discretion are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) days of delivery to the construction site.
- 25.01.02 The storage facilities and methods of storing shall meet Owner's approval and shall be in accordance with manufacturer's recommendations, or Owner will not be obligated to pay for same.
- 25.01.03 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.
- 25.01.04 Owner may at its discretion require material to be stored in an air-conditioned location.
- 25.02 Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Contractor also complies with the following:
- 25.02.01 An applicable purchase order is provided listing the materials in detail and identifying the Contract Documents, by name, with verification that the total value of the purchase order amount reconciles with the corresponding application for payment stored materials line item value.
- 25.02.02 Evidence that proper storage security is provided.
- 25.02.03 The Owner is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.
- 25.02.04 The Contractor and/or its Subcontractor have provided insurance for the Stored Materials against loss, damage (from whatever source), or disappearance, including loss or theft prior to incorporation into the Work. By execution of the Contract, Contractor releases Owner from any responsibility for Stored Materials and assumes all liability for and risk of loss or damage, by whatever means, including Owner's alleged negligence, regardless of whether the Owner has paid for said Stored Materials.
- 25.03 Once any Stored Material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Project or upon subsequent written approval by Owner.
- 25.04 No Applications for Payment shall be submitted nor payments made based on the value of materials stored at locations other than the Project, unless otherwise approved in writing by the Owner.
- 25.05 It is further agreed between the parties that the transfer of title and the Owner's payment for any Stored Material pursuant to the Contract Documents shall in no way relieve the Contractor of the responsibility for providing and installing such material in accordance with the requirements of the Contract Documents.
- 25.06 The Contractor warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the Owner either by incorporation in the Project or upon receipt of payment by the

Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.

- 25.07 In the event stored materials which Owner is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) days of when they are delivered to the site, Contractor shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Contractor's next application for payment..

ARTICLE 26. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.

- 26.01 All material and equipment provided and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, inspections, observations or quality audit by Owner, Project Consultant and any inspectors conducting an inspection pursuant to code, law, regulations, etc.
- 26.01.01 Contractor shall provide safe and adequate facilities, and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit.
- 26.01.02 The Contractor shall permit and facilitate inspection of the Work by the Owner, Project Consultant, Inspectors for any governmental agency, authority, or board.
- 26.01.03 Owner also reserves the right to designate others such as consultants, commissioning authorities, test and balance agents, forensic specialists, etc. to conduct inspections during or subsequent to the Work as Owner in its discretion desires.
- 26.01.04 Owner and Project Consultant shall be afforded full and free access to the shops, factories or places of business of Contractor and its Subcontractors for such quality surveillance, observation or quality audit and to determine the status of the Work.
- 26.01.05 In the event the Project Consultant or Owner requires a factory inspection, the Contractor shall notify the suppliers that the material shall not be produced or fabricated without due notice to the Project Consultant and Owner and an opportunity for such inspection.
- 26.02 If any Work should be covered up without approval or consent of the Project Consultant or Owner, it must, if required by the Project Consultant or Owner, be uncovered for examination at the Contractor's expense.
- 26.03 If any material, equipment or workmanship is determined by Owner, City Engineer, Project Consultant or Inspector either during performance of the Work or on final quality surveillance, or during any applicable warranty period, to be defective or not complying with the requirements of this Construction Contract, Owner, City Engineer, Project Consultant or Inspector will notify Contractor in writing that such material, equipment or portions of the Work is rejected and Owner reserves the right to withhold payment on any such item or seek compensation from Contractor for same. Thereupon, Contractor shall, at its own expense, immediately remove, replace or correct such defective material, equipment or portions of the Work by making the same comply strictly with all requirements of the Contract Documents. The Contractor shall be responsible for the costs of any additional site observations, special inspections and/or testing, or other activities of either the Project Consultant or the Owner made necessary by the correction of such defective materials, equipment or portions of the Work.
- 26.04 Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, shall prejudice the rights of Owner to correct or reject the same as hereinafter provided.

ARTICLE 27. WARRANTY.

- 27.01 Unless otherwise provided elsewhere in the Contract Documents, all material and equipment incorporated into any Work covered by the Contract Documents shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner and Project Consultant.
- 27.02 Unless otherwise provided in the Contract Documents, Contractor warrants all Work, equipment, materials and workmanship to be in accordance with the Contract Documents, any and all applicable codes, proper and workmanlike, first class and free from defects for a period of twelve (12) 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 under the Contract Documents, regardless of whether the same were provided or performed by Contractor or by any Subcontractor.
- 27.03 Contractor's warranty with respect to latent defects shall be in accordance with Chapter 95, Florida Statutes, and other applicable provisions of State law.
- 27.04 In the event of damage or injury to persons or property or other consequential or resultant damages result from Contractor's breach of any warranties, then the Contractor will be responsible for same.

ARTICLE 28. OFFICE SPACE FOR THE OWNER'S PERSONNEL.

- 28.01 The Contractor shall provide, at Contractor's expense, for the duration of the Work, a suitable lockable office for any Owner designated personnel.

ARTICLE 29. PROJECT RECORD DOCUMENTS AND SURVEY.

- 29.01 A marked up record set of the Contract Documents and other project records as required elsewhere within the Contract Documents will be kept up to date by the Contractor on the jobsite at all times. These documents will be given to the Project Consultant at the completion of the Work as required by the Contract Documents, and properly labeled as "Project Record Documents."
- 29.02 In addition to the "Project Record Documents", the Contractor will cause to have prepared by a Surveyor, registered in the State of Florida, a site survey clearly representing all Work done under this Contract and updating the original survey as may have been provided by the Owner.
- 29.03 The Contractor shall submit Project Record Documents and Survey in the manner and format specified elsewhere in the Contract Documents.
- 29.04 This is a critical item and final payment will be withheld from the Contractor until "Project Record Documents" and survey are provided by the Contractor and approved by the Project Consultant.

ARTICLE 30. SALVAGE.

- 30.01 Any salvage resulting from clearing, grubbing, grading, draining, remodeling or altering any existing facilities on this site shall be the property of the Owner; and this material shall be piled or stacked on the site if the Owner desires this material.
- 30.02 If this material is not desired by the Owner, it shall be disposed of by the Contractor at his expense.

ARTICLE 31. CLAIMS BY THE CONTRACTOR.

- 31.01 Although Contractor acknowledges the No Damage for Delay clause set forth in Article 6 of the Agreement between Owner and Contractor, in the event the Contractor is entitled to assert any other claim against Owner for any reason, claims by the Contractor against the Owner (except for claims asserted under Article 20 which are treated as set forth therein), are subject to the following terms and conditions:

- 31.01.01 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner, c/o the City Engineer, and the Project Consultant. Such claim shall be received by the Owner and the Project Consultant no later than fifteen (15) calendar days after the event, or the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim and the actual damages or injuries suffered;
- 31.01.02 The Contractor shall continue diligently with its performance hereunder regardless of the existence of any claims submitted by the Contractor;
- 31.01.03 In the event the Contractor seeks to make a claim, as a condition precedent to any such claim the Contractor shall strictly comply with the notice requirements above and such claim shall be made by the Contractor before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur, i.e., providing notice as required in Article 31.01.01 above, shall constitute a complete waiver by the Contractor of any claim for additional compensation or extension of time. This written notice requirement may not be waived by verbal representations or the acts of representatives of the Owner or Project Consultant;
- 31.01.04 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost of labor and materials incurred by the Contractor at the jobsite and shall in no event include indirect cost, overhead, loss of profit, or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties including, but not limited to, subcontractors, suppliers, laborers, etc.

ARTICLE 32. CHANGE ORDERS AND DIRECTIVES.

- 32.01 One or more changes to the Work within the general scope of this Contract may be ordered by the Owner by Change Order, Project Consultant's Supplementary Instructions, and Construction Change Directives.
- 32.02 The Contractor shall proceed with any extra Work or changes which alter the Contract by adding to, or deducting from the Contract Sum or Contract Time in strict accordance with the following terms and conditions:
- 32.02.01 Change Order shall mean a written order to the Contractor executed by the Owner and the Project Consultant after execution of this Contract, directing a change in the Work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;
- 32.02.02 Any change in the Contract Price or time resulting from a Change Order shall be determined as follows:
- a. Change Orders: By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price or time being set forth in Change Order in accordance with Article 32.02.08 below, and (b) the execution of the Change Order; or,
 - b. Change Directives: If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived based upon the Cost Plus Price basis (as set forth in Article 32.02.08 below) by determining the "total actual costs" (in accordance with Article 32.02.09 below), incurred or savings achieved, resulting from revisions in the Work. Such total actual costs or savings shall include a component for direct jobsite overhead and profit but under no circumstances shall it include non-job site overhead expenses or costs or any other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Project Consultant requires. If agreement is not reached as to the change in time, Contractor shall be given a reasonable time based upon the scope of Work required by the change.

- 32.02.03 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work and the change in the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for issues or matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.
- 32.02.04 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Project Consultant, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto, and that the penal sums of the performance and payment bonds furnished by Contractor and Surety are adjusted coextensively with the amount of the Change Order.
- 32.02.05 The Owner, without invalidating the Contract, may require the change for any reason whatsoever. All such Work shall be executed under the terms of the original Contract.
- 32.02.06 All change orders and adjustments shall be in writing and executed by the Contractor and Owner; otherwise, no claim for additional compensation or time will be allowed.
- 32.02.07 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the total actual cost (as set forth in Article 32.02.09 below) saved as confirmed by the Project Consultant. The amount shall not include an amount for the overhead and profit of the Contractor which the Owner is not required to pay as a result of the deletion or decrease. When both additions and credits covering related Work or substitutions are involved in a change, the overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change.
- 32.02.08 The value of any change ordered under the Contract for extra Work and/or any reductions in Work required, shall be determined under one or more of the following procedures before a written Change Order is issued.
- a. By **UNIT PRICES** named in the Contract or subsequently agreed upon by the Owner and the Contractor, which prices shall include Contractor's overhead and profit.
 - b. By **LUMP SUM PRICE** agreed upon actual reasonable costs and direct job site overhead by the Owner and the Contractor, which price shall include Contractor's overhead and profit but under no circumstances shall it include non job site overhead, expenses or costs or any other indirect costs; a breakdown of the estimated costs comprising the lump sum price may be required by the Project Consultant for his review. Percentage for overhead and profit shall be determined in accordance with the method listed for **COST PLUS PRICE**, subparagraph (c.) below.
 - c. By a **COST PLUS PRICE** based on total actual costs as defined in Article 32.02.09 below, plus an added percentage, all determined as follows:

OVERHEAD AND PROFIT:

JOB SITE OVERHEAD, including supervision and the furnishing, use and maintenance of small tools and ordinary equipment incidental to and required for the work of subcontractors (whether performed by them or others) shall be considered to be just and fully compensated for, by adding an amount equal to five percent (5%) of the sum of material costs (as defined under Article 34.08.09(a) below) and labor costs (as defined under Article 34.08.09(b) below), and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non job site overhead, expenses or costs.

PROFIT, may then be added by the subcontractor to the above material costs and labor costs, including the JOB SITE OVERHEAD allowance, at the rate of 10% of the sum of those costs.

JOB SITE OVERHEAD, including general supervision and the furnishing, use and maintenance of small equipment incidental to and required for the Work of the General Contractor (including that of his subcontractors) shall be considered to be just and fully compensated for by adding an amount equal to ten percent (10%) of the sum of material costs (as defined under Article 32.08.09(a) below and labor costs (as defined under Article 32.08.09(b) below) and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non job site overhead expenses or costs.

PROFIT may then be added by the Contractor to the above material costs and labor costs, including the JOB-SITE OVERHEAD allowance, at the rate of five percent (5%) of the sum of those costs.

- d. BOND ALLOWANCE, for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (1%) of the total cost of the change, (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.

32.02.09 The total actual costs of materials, labor and equipment rentals may include the following only:

- a. Material costs actually recorded by the Contractor and/or subcontractors as they are delivered to the site and as evidenced from originally receipted invoices, listing appropriate quantities and unit prices. Records in proper form shall be maintained and available to the Project Consultant at all times.
- b. Labor costs represented by the actual wages paid to all laborers, apprentices, journeymen, and foremen involved in and necessary to completing the particular construction operations, for each day and every hour such labor teams and foremen are actually employed and on the extra Work required, including the net cost of insurance, Social Security and Workmen's Compensation. The furnishing, use and maintenance of small tools and ordinary equipment normal to the work of individual workmen in the trades will be considered part of the labor costs. Records in proper form shall be maintained and available to the Project Consultant at all times.
- c. Rentals for special equipment or machinery such as power driven roller, tractors, trucks, shovels, drills, mixers, pumps, hoists, etc., required for the economical performance of the Work, at reasonable rental prices agreed upon before work commences, shall be allowed the Contractor and/or his subcontractors by the Project Consultant for each and every hour such special equipment is in use on the particular work.

32.02.10 The Contractor is obligated to proceed with the Work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances the Owner, City Engineer or Project Consultant will issue a Construction Change Directive to Contractor providing for the scope of work to be performed and the payment therefore based on 32.02.09 above. A Change Order or proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents.

32.02.11 The Contractor, Owner and Project Consultant shall administer and document the Change Order process by utilizing the documentation specified elsewhere in the Contract Documents, including a Construction Change Directive.

32.03 The Project Consultant will have authority to order minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order of the Project Consultant and such changes shall be binding on the Owner and the Contractor.

- 32.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The City of Pompano Beach, Florida under its General Services Manual, the rules of which are incorporated below:
- A. The City Manager is authorized to approve change orders up to the cumulative total of 10 percent of the original construction contract amount, not to exceed \$75,000 in the aggregate.
 - B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 32.04A above, all subsequent change orders will require prior City Commission approval, except in emergency cases as declared by the City Manager, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.
 - C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by City Commission action at the next regular meeting of the City Commission.

ARTICLE 33. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.

- 33.01 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Consultant, such work shall be uncovered and displayed for the Owner's or Project Consultant's inspection upon request, and shall be reworked at no cost in time or money to the Owner.
- 33.02 If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph (A) above, it shall, if directed by the Owner or the Project Consultant, be uncovered and displayed for the Owner's or Project Consultant's inspection. If the uncovered work conforms substantially with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner; otherwise, such costs shall be borne by the Contractor.
- 33.03 The Contractor shall, at no additional cost in money to the Owner or extension of time correct work rejected by the Owner or by the Project Consultant as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.
- 33.04 In addition to its warranty obligations set forth elsewhere herein, the contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twenty-four (24) months following final completion upon written direction from the Owner.
- 33.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.
- 33.05.01 In such event, the Contract Price shall be reduced, at Owner's option, by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work.
- 33.05.02 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the owner such remaining compensation for accepting defective or nonconforming work.

ARTICLE 34. SAFETY, PROTECTION OF WORK AND PROPERTY.

- 34.01 Contractor shall be fully and solely responsible for conducting all operations under this Construction Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continuously and diligently inspect all Work, material and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.

- 34.02 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters.
- 34.03 Contractor shall provide safety equipment and enforce the use of such equipment by its employees.
- 34.04 Contractor shall maintain accurate accident and injury reports and shall provide to Owner a monthly summary of injuries and man hours lost due to injuries.
- 34.05 Contractor shall maintain all portions of the Work in a neat, clean and sanitary condition at all times.
- 34.06 Contractor shall assure that all Subcontractors shall, without expense to Owner, comply with the foregoing.
- 34.07 Contractor shall comply with any and all rules, regulations, laws, etc., which apply to safety requirements, including but not limited to OSHA requirements.
- 34.08 Safety Precautions and Programs:
- 34.08.01 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- 34.08.02 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Project Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written notice from the Owner. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner, Contractor and Project Consultant.
- 34.08.03 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).
- 34.09 Safety of Persons and Property
- 34.09.01 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- a. Employees on the Work and other persons who may be affected thereby;
 - b. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - c. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 34.09.02 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of person or property or their protection from damage, injury or loss.
- a. The Contractor and his Subcontractors shall comply with and conform in all respects to the standard set forth in the Occupational Safety and Health Act (OSHA) of 1970.
 - b. The Contractor shall prominently post and maintain on the jobsite:
 - 1) OSHA 200: Log and summary of occupational injuries and illnesses.

2) OSHA 2203: Provisions of the Act poster.

- 34.09.03 The Contractor shall implement and maintain a continuing safety program applicable to all Contractor employees, Subcontractors, and Sub-subcontractors, to include:
- a. Designating a responsible member of the Contractor's organization at the site as the Contractor's "Safety Officer" whose duty shall be the prevention of accidents, safety inspections, and accident documentation. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Consultant.
 - b. Holding weekly safety meetings with employees and Subcontractors.
 - c. Implementing OSHA Voluntary Protection Programs.
 - d. Ensuring the presence of an American Red Cross (or other organization acceptable to the Owner) certified Cardiopulmonary Resuscitation (CPR) and first-aid trained individual on site at all times.
 - e. Compliance with the Drug Free Work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991, and the certification of compliance with the same as required by the Owner in Document 00457, Drug-Free Workplace Certification.
 - f. Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
 - g. Ensuring that employees are not discriminated against or discharged for filing reasonable safety or health complaints or for otherwise exercising their rights in these regards.
- 34.09.04 When use of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 34.09.05 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to properly caused in whole or in part by the Contractor, a Subcontractor or a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is reasonable, except damage or loss attributable to acts or omissions of the Owner or Project Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor.
- 34.09.06 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- 34.09.07 Building materials, Contractor's equipment and other supplies may be stored on the premises, but the placing of same shall be in substantial, watertight storage sheds upon the premises where directed in which he shall store all materials which would be damaged by weather. This shall in no manner relieve the Contractor from full responsibility for such materials. Sheds and other storage structures must be secured and anchored in a manner sufficient to withstand hurricane force winds as defined by applicable codes but not less than a 120 mile per hour wind uplift force.
- 34.10 **Emergencies:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

ARTICLE 35. ROYALTIES AND PATENTS.

- 35.01 The Contractor shall pay all royalties and license fees.
- 35.02 The Contractor shall be responsible for all infringement of patent rights and shall assume the defense, including payment of attorney fees and costs, of any suit brought against Contractor and/or Owner for infringement of any United States patent or for wrongful use of proprietary information of any third party.
- 35.03 Contractor hereby indemnifies and shall defend and hold harmless Owner, **its officers, its officials, its agents, its employees**, and its representatives, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, and arising out of the use of the equipment or materials provided under this Construction Contract by Contractor, or out of the process of actions employed by, or on behalf of Contractor in connection with the performances of this Construction Contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further, that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.
- 35.04 Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, materials or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Contract Documents.
- 35.05 The indemnification pursuant to Florida Statute 725.06 and other Florida laws, etc., shall have a separate consideration of \$1.00, receipt of which is hereby acknowledged and incorporated into the project sum. This is incorporated by reference into the Bid Documentation and Specifications if any.

ARTICLE 36. TAXES.

- 36.01 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract.
- 36.02 The Contract Sum and any agreed changes thereto shall include all taxes imposed by law. Contractor shall make any and all payroll deductions as required by law.
- 36.03 Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

ARTICLE 37. INDEMNITY AND HOLD HARMLESS.

- 37.01 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, **its officers, its officials**, its agents and employees and each of them hereinafter collectively referred to as the Owner, from and against any and all judgments, demands, claims, causes of action, liability, expenses, losses, costs, fines, and damages (including reasonable attorney's fees and expert's fees) of every kind and character brought against the Owner by any person, party or entity of any kind or nature whatsoever arising out of, incident to, relating or regarding the Contractor's performance under this Agreement, the condition of the premises, and/or the Contractor's acts of omission or commission.
- 37.02 Contractor, however, shall not be responsible to Owner for damages resulting out of bodily injury or damages to property which a Court of competent jurisdiction determines as being attributed to the negligence of Owner, its respective agents, servants, employees or officers.
- 37.03 Said indemnifications by Contractor shall be extended to include all "Subcontractors", deliverers, suppliers, furnishers of material or anyone acting for, on behalf of, or at the request of the Contractor.

37.04 Contractor recognized the broad nature of this indemnifications and hold harmless clause and voluntarily makes this covenant and expressly acknowledge the receipt of Ten (\$10.00) Dollars, which payment is incorporated into the Contract Sum, and such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida.

37.05 This clause shall survive termination of this Agreement and pursuant to Florida Statute 725.06 be incorporated by reference into any and all Bid Documentation or Specifications.

ARTICLE 38. TERMINATION BY THE CONTRACTOR.

38.01 If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of 30 days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner and the Project Consultant.

38.02 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance for convenience pursuant to the terms and conditions of this Contract.

ARTICLE 39. OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE.

39.01 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;

39.02 In the event the Owner directs a suspension of performance under this Paragraph through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of the following items only:

39.02.01 Demobilization and remobilization, including such costs paid to subcontractors;

39.02.02 Preserving and protecting Work in place;

39.02.03 Storage of materials or equipment purchased for the Project, including insurance thereon;

39.02.04 Performing in a later, or during a longer, time frame than that contemplated by this Contract.

ARTICLE 40. TERMINATION BY THE OWNER.

40.01 The Owner may, at the Owner's option, for any reason and at any time terminate for convenience, any work under this Contract, in whole or, from time to time, in part, in accordance with the following terms and conditions:

40.02 The Owner shall give written notice of such termination to Contractor 7 days before it becomes effective.

40.02.01 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop work when such termination becomes effective.

40.02.02 The Contractor shall also terminate outstanding orders and subcontracts.

40.02.03 The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders.

40.02.04 The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee.

- 40.02.05 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.
- 40.02.06 When terminated for convenience, the Contractor shall be compensated as follows:
- a. The Contractor shall submit a termination claim within one year to the Owner and the Project Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Project Consultant. If the Contractor fails to file a termination claim with the Owner's Project Consultant within one (1) year from the effective date of termination, the Owner shall have no further obligation to the Contractor and Contractor waives any and all rights for compensation based upon the termination.
 - b. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
 - c. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
 1. Contract prices for labor, materials, equipment and other services accepted under this Contract;
 2. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead (and not home office or other overhead) and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 3. Reasonable costs of settling and paying legitimate claims arising out of the termination of subcontractors or orders pursuant to this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.
 4. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.
- 40.03 The Owner may terminate this Contract for cause in accordance with the following terms and conditions:
- 40.03.01 If the Contractor does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor for cause upon seven (7) day written notice and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.
- 40.03.02 In such case, the Contractor shall not be paid further until the Work is complete.
- 40.03.03 After final completion has been achieved, if any portion of the Contract Price (as it may be modified hereunder) remains after the cost to the Owner of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall be paid to the Contractor. Otherwise, the Contractor shall pay the Owner any and all costs, fees, damages or expenses which the Owner has paid or is obligated to pay in excess of the contract price (as it may be modified hereunder). This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph and it is subsequently

determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the terms of Article 40.02 shall apply.

ARTICLE 41. CONTRACTOR'S INSURANCE

- 41.01 The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.
- 41.02 Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.
- 41.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.
- 41.04 The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than \$1,000,000 for injury or death to any one person and not less than \$2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than \$1,000,000 per claimant and \$2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. In the event that work to be performed hereunder by Contractor involves the removal and disposal of asbestos-related materials, Contractor shall, in addition to the foregoing coverages, also provide and carry Asbestos Liability-Occurrence form only, with \$1,000,000 per occurrence, \$2,000,000 aggregate. All insurance shall name the Owner as an additional insured, and shall remain in full force and effect for two (2) years following Contractor's completion of the work.
- 41.05 The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.
- 41.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars (\$1,000,000) per claimant, one million dollars (\$1,000,000) per occurrence.
- 41.07 The insurance coverage amounts provided for in this Section are the minimum required insurance amounts. The Owner may require additional insurance or coverage on a case-by-case basis. Any insurance or coverage amounts in addition to those provided for herein shall be specified in the Contract Documents.
- 41.08 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against

physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.

- 41.09 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.
- 41.10 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.
- 41.11 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.
- 41.12 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

ARTICLE 42. PERFORMANCE BOND AND PAYMENT BOND

- 42.01 For a Project with an estimated cost of \$200,000.00 or more, the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as specifically required in the Contract Documents on the date of execution of the Contract.

ARTICLE 43. RIGHT TO AUDIT PROVISIONS

- 43.01 Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.
- 43.02 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

- 43.03 Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.
- 43.04 Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.
- 43.05 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of 10% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

ARTICLE 44. LAWS AND REGULATIONS

- 44.01 Contractor and its employees and representative shall at all times, comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time Work is performed pursuant to the Contract Documents.
- 44.02 If, during the term of this Construction Contract, there are any changed or new laws, ordinances or regulations not in existence at the time of signing this Construction Contract which become effective and which affect the cost or time of performance of the Construction Contract, Contractor shall within fifteen (15) days of the discovery of said law, ordinance or regulation, notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Construction Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance may be made at Owner's discretion.
- 44.03 If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, Contractor shall within fifteen (15) days of discovery of same report the same in writing to Owner who will issue such instructions as may be necessary.

ARTICLE 45. DISPUTE RESOLUTION.

- 45.01 The Owner and Contractor agree that, in the event of a dispute, the parties will attempt to resolve such dispute without litigation and that resolution through mediation procedures will be encouraged.
- 45.02 The existence of a dispute between the parties shall not be the basis of the Contractor unilaterally electing not to continue performance pursuant to the terms of the Contract Documents.

ARTICLE 46. GOVERNING LAW AND ATTORNEYS FEES.

- 46.01 The Construction Contract shall be governed by the laws of the State of Florida.
- 46.02 In the event either party institutes litigation regarding or relating to this Contract or for breach of any of its terms all litigation and appeals shall have venue in Broward County, Florida or in the U.S. District Court for the Southern District of Florida.
- 46.03 To the fullest extent permitted by law, Owner, Contractor, and Contractor's Surety do hereby each waive the right to trial by jury in any action or proceeding, including any counterclaims/crossclaims/third (or more remote) party complaints which may be brought by Owner, Contractor, or Surety, jointly and/or severally, arising out of or in any way related to this Construction Contract and/or attendant suretyship including, without limiting the generality thereof, any claim for damages resulting from any act or omission of Owner, Contractor, or Surety, jointly or severally, in any way connected with this Construction Contract.

ARTICLE 47. RIGHTS AND REMEDIES.

47.01 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 48. SUCCESSORS, ASSIGNS AND ASSIGNMENT.

48.01 The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in the Construction Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title and interest in and to the same or any part thereof, without previous consent of the Owner and concurred to by the Sureties.

48.02 If requested by Owner the Contractor agrees to assign all Subcontracts required for performance of this Contract to the Owner upon the Owner or Project Consultant's determination that Contractor has defaulted under the Contract Documents. The Contractor shall include in all Subcontracts, equipment leases and purchase orders a provision requiring the subcontractor, equipment lessor or supplier, in the event of Contractor's default under this Contract, to consent to the assignment of their subcontracts to the Owner.

ARTICLE 49. PUBLIC RECORDS.

49.01 A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of 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 that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
- d. 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 the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
- e. Upon completion of the contract, 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 contract, 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 contract, 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 in a format that is compatible with the information technology systems of the City.

49.02 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 40.

PUBLIC RECORDS CUSTODIAN

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:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

January 29, 2024

ADDENDUM #1, RFP E-04-24

Lift Station Rehabilitation Repairs

To Whom It May Concern,

The following has been added to RFP E-04-24 Attachments' tab:

- E-04-24 Line-items

Addendum #1 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes' tab in the eBid System.

The deadline for receipt of written questions in the eBid System has passed.

The deadline for acceptance of bids in the eBid system has been extended to **2:00:00 p.m. (local), February 7, 2024.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English, Purchasing Agent

cc: website

Online Questions & Answers

Event Information

Number: E-04-24 Addendum 1
 Title: Lift Station Rehabilitation and Repairs Services
 Type: Request for Proposals
 Issue Date: 12/21/2023
 Question Deadline: 1/23/2024 05:00 PM (ET)
 Response Deadline: 2/7/2024 02:00 PM (ET)
 Notes:

The City of Pompano Beach (the "City") is seeking proposals from qualified companies/firms to provide lift station rehabilitation and repair services.

The City will receive sealed proposals until 2:00:00 p.m. (local), February 7, 2024. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the Request for Proposals (RFP) documents and respond to this RFP. The RFP documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

Published Questions

Question: Attachment 1, Scope of Work "to install ... in accordance with the plans". Will the city provide standard plans/drawings for download?

Answer: The City does have generic details of duplex and triplex stations that can be provided; however, City uses the same stations as Broward County

Asked: 1/19/2024 10:05 AM (ET)

Question: Will we be able to respond to answered questions once they are posted?

Answer: The period for questions has closed and the City is not extending the period for additional questions at this time.

Asked: 1/18/2024 07:33 AM (ET)

Question: It will become difficult to submit a proposal in the timeframe if questions can't be answered timely. Can we request an additional week for submission based on the responses after the cutoff date of 1/23?

Answer: Refer to Addendum - 1 for extension for submittal.

Asked: 1/18/2024 07:31 AM (ET)

Question: Please provide data/specifications for Bid Item #87, Meter Vault Ladder.

Answer: Data and specifications are based on individual lift stations, and the City does not have a standard detail.

Asked: 1/16/2024 02:41 PM (ET)

Question: For Bid Item #168, should we consider the Control Panel as duplex or triplex Control Panel?

Answer: There should be both, one for duplex and one for triplex stations.

Asked: 1/16/2024 02:41 PM (ET)

Question: For Bid Item #147, should we consider the Control Panel as duplex or triplex Control Panel?

Answer: There should be both, one for duplex and one for triplex stations.

Asked: 1/16/2024 02:40 PM (ET)

Question: Do we have to include on Bid Item #148, "Relocate Existing Electric Meter", the re-installation of the Meter at the direction of FPL, as it is stated in the scope of work? Or do we have to remove the Meter only as part Bid Item #148?

Answer: Include all costs required to complete the relocation of the meter.

Asked: 1/16/2024 02:40 PM (ET)

Question: 1. Do we have to include the appropriated wires as part of the cost of Bid Items #147 through #154, and #160 through #168?

Answer: Yes.

Asked: 1/16/2024 02:39 PM (ET)

Question: What line item are we to include bond costs when a project cost exceeds \$200,000.00? (how can we determine when this cost is exceeded?)

Answer: As this is a proposal you may add this cost independently in your proposal. Each repair and rehabilitation will be evaluated separately, and it will be incumbent upon the selected contractors to provide quotes to the City to determine the costs.

Asked: 1/16/2024 11:38 AM (ET)

Question: Bid items 77 & 78 are replicated, please advise.

Answer: The duplicate was removed per Addendum - 1.

Asked: 1/16/2024 07:03 AM (ET)

Question: Can an excel spreadsheet be furnished for the line items?

Answer: Refer to Addendum - 1.

Asked: 1/12/2024 11:29 AM (ET)

Question: Is a bid bond required for submission?

Answer: No.

Asked: 1/12/2024 10:18 AM (ET)

Question: Is there an annual budget that is allotted to this proposal?

Answer: City estimates up to one million dollars (\$1,000,000.00) per year for all projects.

Asked: 1/12/2024 10:17 AM (ET)

Question: Are there any plans with the solicitation?

Answer: No.

Asked: 1/12/2024 10:17 AM (ET)

Question: Please verify if the Contractor or City is to provide the stainless steel base elbow stabilizer plates, hardware, guide rails, guide rail brackets, and pump claws (if required)?

Answer: Contractor supplies the base plates and all hardware. City to provide the guide rails, brackets and claws.

Asked: 1/11/2024 01:29 PM (ET)

Question: Are the pump base elbows to be furnished by the City?

Answer: Yes.

Asked: 1/11/2024 01:26 PM (ET)

Question: Attachment 1 Scope of Work page 13, the measurement and payment section lists "Furnishing and Install Pump Base Elbow and Pump". There is no Line Item for this work, can this be added?

Answer: City will provide pumps and base elbow.

Asked: 1/11/2024 01:24 PM (ET)

Question: Unit Line Items # 77 and # 78 appear to be the same (6.5'X 9.0' valve-vault). Is this correct?

Answer: The duplicate was removed per Addendum - 1.

Asked: 1/11/2024 01:18 PM (ET)

Question: RFP Page 2, are financial statements or other financial information required to be submitted with this RFP? If so, are there particulars on what is to be provided?

Answer: Financial statements are not required, the statement applies only if they were.

Asked: 1/11/2024 01:13 PM (ET)

Question: Can you please provide the projects estimated cost as well as the estimated contract time?

Answer: City estimates up to one million dollars (\$1,000,000.00) per year for all projects. For Contract time, refer to Section D - Term of Agreement.

Asked: 1/10/2024 02:53 PM (ET)

Question: Do you have the bid items in Excel format as an attachment?

Answer: Refer to Addendum - 1.

Asked: 1/3/2024 01:26 PM (ET)

Question: what is engineers estimate/budget?

Answer: City estimates up to one million dollars (\$1,000,000.00) per year for all projects.

Asked: 12/27/2023 12:37 AM (ET)

Question: What is the estimated budget, if determined?

Answer: City estimates up to one million dollars (\$1,000,000.00) per year for all projects.

Asked: 12/26/2023 10:27 AM (ET)

Question: Would you be able to provide an Excel Spreadsheet for the Bid Line Items?

Answer: Refer to Addendum - 1

Asked: 12/22/2023 10:20 AM (ET)

Question: Is the 10% local vendor goal a mandatory requirement?

Answer: Yes. Please note that the purchase of material and the rental of equipment also may qualify towards meeting this percentage goal.

Asked: 12/22/2023 10:10 AM (ET)

Question: What is the Engineer's Estimate (budget)?

Answer: City estimates up to one million dollars (\$1,000,000.00) per year for all projects.

Asked: 12/22/2023 10:08 AM (ET)

Question: Is there a Pre-Bid Meeting Scheduled?

Answer: No.

Asked: 12/22/2023 10:08 AM (ET)

Exhibit B
General Conditions

ARTICLE 1. DEFINITIONS.

- 1.01 **The Contract Documents:** The Contract Documents consist of the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, Drawings, Plans, Specifications, and all modifications issued after execution of the Contract and all documents as defined in Article 9., "CONTRACT DOCUMENTS", of the Lift Station Rehabilitation and Repair Services Agreement.
- 1.02 **The Owner, the Contractor, and the Project Consultant:** are those mentioned as such in the Contract Documents.
- 1.02.01 **Owner:** The City of Pompano Beach, Florida, (also referred to as the "City").
- 1.02.02 **Contractor:** The "party of the second part" to the Contract. The person, firm or corporation with whom a contract has been made with the Owner for the performance of the Work defined by the Contract Documents.
- 1.02.03 **Project Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services for development of the design and Contract Documents for the Work of this Project and provide Construction Contract Administration as described in the Contract Documents.
- 1.03 **Final Completion:** Means that date subsequent to the date of Substantial Completion at which time the Contractor has completed all of the Work (or designated portion thereof) in accordance with the Contract Documents as certified by the Project Consultant and/or approved by the Owner. In addition, Final Completion shall not be deemed to have occurred until any and all governmental bodies, boards, entities, etc., which regulate or have jurisdiction of the Work, have inspected, approved and certified the Work.
- 1.06 **Inspector:** An employee(s) of The City of Pompano Beach, Florida, referred to hereinafter as the "Inspector," who(m) is/are assigned by the City Engineer to periodically inspect the Project during the construction process, and who assist(s) the City Engineer in reviewing field performance and its compliance with the Contract Documents.
- 1.06.01 **Resident Inspector:** An employee or subconsultant of the **Project Consultant** employed to perform either periodic or full-time specific inspection duties.
- 1.07 **Other Contractors:** Any person, firm or corporation with whom a Contract has been made by the Owner for the performance of any work on the site, which work is not a portion of the Work covered by the Contract.
- 1.08 **Owner's Representative:** The City Official who has been delegated responsibility by the City Manager to act as the City's project coordinator. (In most cases, the City Engineer shall be assigned this duty.)
- 1.09 **Phase:** A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion, and liquidated damages. A Phase may be designated for completion by the Owner's own forces, or by Other Contractors.
- 1.10 **The Project:** The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

- 1.11 **Punch List:** A list of items of work required to render complete, satisfactory, and acceptable the construction services provided for in the Contract Documents and created pursuant to Florida Statute 218.735(7)(a).
- 1.12 **Subcontractor:** A person or entity other than a materialman or laborer who enters into a Contract with Contractor for the performance of any part of Contractor's Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- 1.13 **Sub-subcontractor:** A person or entity other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. The term "Sub-subcontractor" does not include separate subcontractors of a separate contractor.
- 1.14 **Submittals:** Are prepared by the Contractor or those working on his behalf (subcontractors, material suppliers, and others) to show how a particular aspect of the Work is to be fabricated and installed. The Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, workmanship bonds, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications, periodic and final "as-builts", surveys, videos and other types of information described in the specifications.
- 1.15 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which, as certified in writing by the Project Consultant, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.
- 1.16 **Subconsultant:** A person or organization of properly registered professional architects, engineers or other design professionals who has entered an agreement with the Project Consultant to furnish professional services in support of the Project Consultants agreement with the Owner.
- 1.17 **Superintendent:** The executive representative for the Contractor present on the work at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant and capable of superintending the work efficiently.
- 1.18 **Work:** The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- 1.19 **Written Notice:** Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by certified mail or other traceable delivery service to the last business address known to him who gives notice. Trackable electronic transmissions shall also be considered as written notice.

ARTICLE 2. THE WORK.

- 2.01 The Contractor shall perform all of the Work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor and services directly related to the Work, and shall perform the Work in a good and workmanlike manner with sufficient manpower to perform the Work in accordance with the time requirements set forth in the Contract Documents, and shall perform all other acts and supply all other things necessary to complete the Work in strict accordance with the Contract Documents.

- 2.02 When completed the Work shall conform to the requirements of the Contract Documents and be completely ready for occupancy and finally completed.
- 2.03 The Contractor represents and warrants to the Owner that:
 - 2.03.01 It is financially solvent and has sufficient working capital to perform the obligations under this Construction Contract;
 - 2.03.02 It is experienced and skilled in the construction of the type of project described in the Contract Document;
 - 2.03.03 It is able to provide the labor, materials, equipment and machinery necessary to complete the Work for the agreed upon price;
 - 2.03.04 It is fully licensed under all applicable laws and authorized to do business in the State of Florida in the name of the entity identified as the "Contractor" in the Construction Contract, and is legally permitted to perform all the work set forth in this Construction Contract.
 - 2.03.05 It has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural or man-made; the surface water conditions and water ways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings; and the location of electric and utility lines and water, sanitary, sewer and storm drain lines, as well as site ingress and egress. The Contractor acknowledges receipt and has reviewed the site geotechnical report provided for the Owner.
 - 2.03.06 It will comply with all federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents.

ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.

- 3.01 The Contractor represents that:
 - 3.01.01 The Contractor and Subcontractors have fully examined and compared all Drawings, Specifications and other Contract Documents including but not limited to those relating to the architectural, structural, mechanical, electrical, civil engineering and plumbing elements and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.
 - 3.01.02 All construction materials, labor, methods, means, techniques, sequences and procedures required to carry out the Work, all safety precautions and programs required in connection with carrying out the Work, all conflicts, discrepancies, errors and omissions that Contractor is aware of as a result of the examination and comparison of the Contract Documents have been either corrected or clarified to the satisfaction of the Contractor prior to execution of this Construction Contract.
 - 3.01.03 The Contract Sum is reasonable compensation and represents the total lump sum cost for the Work and that all systems and Work shall be functional and in accordance with the requirements of the Contract Documents.
 - 3.01.04 The Contract Time is adequate for the performance of the Work.
- 3.02 The Contractor is responsible for all means, methods, techniques and sequencing of construction.
- 3.03 If, after execution of this Construction Contract, the Contractor detects a conflict, discrepancy, error or omission in the Contract Documents then it shall immediately notify Project Consultant and Owner prior to proceeding with the specific portion of the Work.

ARTICLE 4. INTENT AND INTERPRETATION.

- 4.01 With the respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:
- 4.01.01 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the Owner and the Project Consultant of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.
- 4.01.02 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- 4.01.03 The intent of the Contract Documents is to include all labor, materials, equipment services and transportation necessary for the proper execution of the Work. The Contractor shall continually refer to drawing, specifications and other Contract Documents in this regard.
- 4.01.04 In the event of a conflict among the Contract Documents, the most stringent requirement to the Contractor shall control.
- 4.02 The Project Consultant shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.
- 4.02.01 The Project Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes, change order requests, substitution requests, requests for interpretation and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
- 4.02.02 Interpretations and decisions of the Project Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.
- 4.02.03 In the capacity of interpreter, the Project Consultant shall endeavor to secure faithful performance by both the Owner and the Contractor, and shall not show partiality to either.

ARTICLE 5. OWNERSHIP OF THE CONTRACT DOCUMENTS WHICH MAKE UP THE CONTRACT

- 5.01 Subject to any rights the Project Consultant may have, the Contract Documents and each of them, as well as any other documents, intellectual property, software, computer-assisted material or disks relating to or regarding the Work, shall be and remain the property of the Owner. This shall be the case even if prepared, created or provided by the Project Consultant, Contractor, Subcontractor or others.
- 5.02 The Contractor shall have the right to keep copies of same upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of same on other projects without the Owner's prior written authorization.
- 5.03 The Contractor agrees to provide any and all items referred to in this Paragraph to Owner upon demand by Owner. In the event Contractor fails to provide same to Owner as demanded, Contractor acknowledges that the Owner will need same and will be irreparably harmed and be subject to an injunction to provide same.

ARTICLE 6. TEMPORARY UTILITIES.

- 6.01 Water For Execution of the Work: The Contractor shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.

- 6.02 Electrical Energy: The Contractor shall provide temporary electrical energy and power lines sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.03 Temporary Sanitary Facilities and Sewers:
- 6.03.01 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations and facilities for the use of his employees as may be necessary to comply with the regulations of any governmental agencies, departments, etc. which address or govern these issues.
- 6.03.02 No nuisance will be permitted.
- 6.03.03 Upon completion of Work, such facilities shall be removed and the premises left in a sanitary condition.
- 6.03.04 Contractor is not permitted to use restrooms or other sanitary facilities within the Owner's existing building or on-site facilities unless the contrary is provided for elsewhere in the Contract Documents.

ARTICLE 7. PROGRESS.

- 7.01 Contractor shall provide the Owner with full information in advance as to its plans for performing each part of the Work. This shall include, but not be limited to, schedules provided to the Owner as Post-Award Information and subsequently updated schedules submitted to the Owner on a monthly basis as required in Article 10 below, as a condition precedent to payment(s).
- 7.01.01 Such schedule shall be in a form acceptable to the Owner.
- 7.01.02 The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project.
- 7.01.03 Each such revision shall be provided to the Owner and the Project Consultant.
- 7.01.04 Compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to comply with said requirements shall constitute a material breach of this Contract.
- 7.01.05 By providing these Schedules to Owner, Owner does not in any way acknowledge or consent that the Schedules are acceptable or reasonable, but it is simply reviewing same for its own informational purposes.
- 7.02 If at any time during the progress of Work, the Contractor's actual progress is inadequate to meet the requirements of the Contract Documents, such as the required completion dates, the Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress so as to complete the Work on or before the required Substantial Completion Date.
- 7.02.01 If within a reasonable period as determined by Owner, the Contractor does not improve performance to meet the requirements of the Contract Documents, such as the required completion dates, then the Owner may require an increase in any or all of the following: Contractor's Subcontractor crews and Contractor's own labor force, the number of shifts, overtime operation, Contractor's supervision and additional days of work per week, all without cost to Owner.
- 7.02.02 Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract Documents.

- 7.03 Failure of Contractor to comply with the instructions of the Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within the time specified.
- 7.04 Upon such determination, Owner, in addition to any and all other rights set forth in the Contract Documents and remedies afforded Owner under the Contract Documents or at law, may:
- 7.04.01 Elect to proceed with the Work with its own employees, agents, contractors, subcontractors, suppliers and assess all costs, expenses or fees for same against contractors and/or
- 7.04.02 Terminate for cause Contractor's right to proceed with the performance pursuant to the Contract Documents, or any separable part thereof, in accordance with the applicable provisions of the Contract Documents.

ARTICLE 8. EXPEDITING

- 8.01 The Work, equipment and material provided under this Contract may be subject to expediting by Owner.
- 8.02 Owner shall be allowed reasonable access to the shops, factories and other places of business of the Contractor and/or Subcontractors for expediting purposes.
- 8.03 As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting, and Contractor shall cooperate with Owner and require Subcontractors to cooperate with Owner in such expediting.
- 8.04 Any expediting performance by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be provided under the Contract Document.

ARTICLE 9. COMPLETION

- 9.01 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Consultant a comprehensive Punch List of items to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.01.01 For a Project with an estimated cost of less than \$10 million, the Punch List shall be completed within thirty (30) calendar days after Substantial Completion of the Project, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.01.02 For a Project with an estimated cost of \$10 million or more, the Punch List shall be completed within thirty (30) calendar days, unless otherwise extended elsewhere in the Contract Documents, but not to exceed sixty (60) calendar days, after reaching Substantial Completion, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.02 For a Project involving the construction of more than one building or structure, or involving a multiphase project, a Punch List shall be created for each building, structure, or phase of the Project pursuant to the limitations provided for above in 9.01.01 and 9.01.02, as applicable.
- 9.03 The failure to include any corrective work or pending items not yet completed on the List does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the contract. All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as defined by the Contract Documents.

- 9.04 Upon completion of all of the items on the Punch List, the Contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed 150 percent of the total costs to complete the outstanding item.
- 9.05 In the event that the Contractor fails, in whole or in part, to comply with the obligations and responsibilities required hereunder in paragraph 9.01, the Owner need not pay or process any payment request for remaining retainage.

ARTICLE 10. CONTRACT PAYMENTS

- 10.01 Schedule of Values:
- 10.01.01 The Contractor shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.
- 10.01.02 The Contractor's Schedule of Values apportions the Contract Price among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.
- 10.01.03 The Schedule of values shall be presented with such detail, and supported with whatever information the Project Consultant or the Owner reasonably requests.
- 10.01.04 The Contractor shall not imbalance its Schedule of Values nor artificially inflate or exaggerate any element thereof. Contractor's failure to comply with this provision shall be grounds for Owner to terminate Contractor, as provided for elsewhere herein.
- 10.02 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures provided herein.
- 10.02.01 On or before the **15th** day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit an Application for Payment to the Owner for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Contractor and Owner and as provided for in the Contract Documents. The Contractor shall also deliver a copy of the Application for Payment to the Project Consultant.
- 10.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Project Consultant, the Owner, or both.
- 10.02.03 The Owner shall not be required to pay for stored materials or equipment except as set forth in Article 25 below.
- 10.02.04 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the Work has been properly installed or performed in substantial compliance with the requirements of the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested.
- 10.02.05 Upon receipt of the Application for Payment, the Project Consultant shall:
- a. Within ten (10) days review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents.
 - b. Approve in writing the amount which, in the opinion of the Project Consultant, is properly owing to the Contractor.

- 10.02.06 The Owner shall make payment to the Contractor within fifteen (15) days following the Project Consultant's written approval of the Application for Payment but in no event later than twenty-five (25) days after the invoice was received by the Owner.
- 10.02.07 The Owner may reject the Application for Payment within twenty (20) business days after the date on which the Application for Payment is stamped as received. The rejection shall be in writing and shall specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.
- 10.02.08 If the Owner disputes a portion of an Application for Payment, the undisputed portion must be timely paid.
- 10.02.09 The Contractor may submit a corrected Application for Payment which corrects the deficiency or deficiencies specified in writing by the Owner. The Owner shall either pay or reject the corrected Application for Payment within ten (10) business days after receipt of same.
- 10.02.10 If a dispute regarding the Application for Payment cannot be resolved pursuant to the process outlined herein, it must be resolved in accordance with the dispute resolution procedures outlined in Article 45.
- 10.02.11 The amount of each monthly payment shall be the amount approved for payment by the Project Consultant less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents or reasonable business practices. In the event of a dispute with regard to a portion of the Application for Payment, the Owner shall pay the undisputed portion pursuant to the timeline established in this Section.
- 10.02.12 The Project Consultant's approval of the Contractor's Applications for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in the Contract Documents.
- 10.02.13 The submission by the Contractor of an Application for Payment also constitutes an affirmative representation and warranty that all Work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance by any person whatsoever.
- 10.02.14 As a condition precedent to payment, the Contractor shall, as required elsewhere in the Contract Documents and as required by the Owner, also provide to the Owner documents relating to the Project, including but not limited to, updated schedules and daily logs, properly executed documents that all subcontractors, materialmen, suppliers or others having rights, acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any rights or other claims of any nature relating to the Project.
- 10.02.15 Furthermore, the Contractor warrants and represent that, upon payment of the Application for Payment submitted, title to all work included in such payment shall be vested in the Owner.
- 10.02.16 Dollar Value/Time Graphs: Each of the Contractor's Application for Payment shall be accompanied by a graph, prepared by the Contractor, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.
- 10.03 When payment is received from the Owner, the Contractor shall within five (5) days' pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for all work covered by such payment. In the event such payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable procedures in order to protect Owner's interest or Owner's desire to assist in having subcontractors, laborers, suppliers, materialmen or others paid.
- 10.04 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.

ARTICLE 11. WITHHOLDING PAYMENT TO CONTRACTOR

- 11.01 The Owner may withhold as retainage five (5) percent of the payment owed to the Contractor until completion of the Project.
- 11.02 If the City pays the retainage amount upon the Contractor's request which is attributable to the labor, services, or materials supplied by one or more contractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors or suppliers.
- 11.03 Regardless of the provisions in this Article, in no event shall the Owner be required to pay or release any amounts that are the subject of a good faith dispute, a claim brought pursuant to Fla. Stat. § 255.05, or otherwise the subject of a claim or demand by the Owner.
- 11.04 In addition to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion if any of the following exists:
 - 11.04.01 The Work is not proceeding in accordance with the Construction Documents Schedule as anticipated by the Project Consultant or the Owner. In that event, the Project Consultant or the Owner will assess the anticipated delay and the Owner will use the amounts specified for Liquidated Damages as the basis for amounts withheld. Said funds shall be held until such time as the Project Consultant or Owner determine that the Work is back on schedule. By making said funds available to Contractor, Owner does not waive its right to assess liquidated damages at the completion of the Project;
 - 11.04.02 Liquidated Damages as set forth in this Contract;
 - 11.04.03 Defective Work unremedied;
 - 11.04.04 Punch-List items unremedied;
 - 11.04.05 Subject to Owner's written notice to Contractor in accordance with the Contract Documents back charge items for work performed by Owner or another contractor at the request of Owner, which work is within the scope of the Work under this Construction Contract;
 - 11.04.06 Claims filed by subcontractors, laborers, suppliers, materialmen or others;
 - 11.04.07 Failure to comply with any and all insurance requirements;
 - 11.04.08 Failure of the Contractor to make payment properly to Subcontractors or others;
 - 11.04.09 Damage to the Owner or another contractor;
 - 11.04.10 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion Date;
 - 11.04.11 Failure of the Contractor to carry out any of its obligations in accordance with the Contract Documents;
 - 11.04.12 Failure of the Contractor to submit the information or documents required by this Contract or reasonably required by Owner, including but not limited to schedules and daily logs.

ARTICLE 12. CONTRACTOR'S RIGHT UPON NONPAYMENT.

- 12.01 If within thirty (30) days of the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days written notice of its intent to cease work to the Owner.

ARTICLE 13. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER.

- 13.01 The Owner shall furnish to the Contractor, prior to the execution of the Contract, any and all written and tangible material, including but not limited to surveys and other information concerning existing conditions on the Site.
- 13.02 The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey.

ARTICLE 14. LICENSES AND PERMITS.

- 14.01 All licenses and permits necessary to commence and prosecute the Work to completion shall be procured and paid for by the Contractor, unless expressly provided for elsewhere in the Contract Documents.
- 14.03 All easements and rights-of-way will be procured and paid for by the Owner unless otherwise specifically provided within the Contract Documents.

ARTICLE 15. CEASE AND DESIST ORDER.

- 15.01 In the event the Contractor fails or refuses to perform the Work as required herein, the Owner may instruct the Contractor to cease and desist from performing the Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected and the Owner instructs that the Work may resume.
- 15.02 In the event the Owner issues such instruction to cease and desist, and in the further event the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner.
- 15.03 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

ARTICLE 16. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR.

- 16.01 The Contractor shall perform the Work in accordance with the Contract Documents.
- 16.02 The Contractor shall supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.
- 16.03 The Contractor hereby warrants that all labor provided under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all material and equipment provided shall be new and of high quality, that the Work will be complete, of high quality, without defects, and in compliance with the requirements of the Contract Documents. Any Work not complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.
- 16.04 Unless expressly provided for elsewhere in the Contract Documents, the Contractor shall obtain and pay for all required permits, fees, and licenses and shall comply with all legal requirements applicable to the Work.
- 16.05 The Contractor shall prepare and submit schedules and supporting documentation as required elsewhere in the Contract Documents.
- 16.06 Record Keeping on Site:

- 16.06.01 The Contractor shall keep a daily log, an updated copy of the Contract Documents, approved shop drawings and other submittals, and other documents and materials as required by the Contract Documents at the site.
- 16.06.02 All of these items shall be available to the Owner and the Project Consultant at all regular business hours.
- 16.06.03 Upon final completion of the Work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner.
- 16.07 Shop Drawings and Other Submittals:
- 16.07.01 The Contractor shall submit for approval with reasonable promptness and in a timely manner so as to cause no delay in the Work, various submittals including shop drawings as required for the Work of the various trades.
- 16.07.02 These shop drawings and other submittals shall be in accordance with the requirements of the Contract Documents and shall be carefully checked in every respect and signed by the Contractor before submitting same to the Project Consultant.
- 16.07.03 Shop drawings and other submittals from the Contractor are not part of the Contract Documents but are documents prepared and utilized by the Contractor to coordinate the Work.
- 16.07.04 The Contractor shall not do any Work requiring shop drawings or other submittals unless such have been approved in writing by the Project Consultant.
- 16.07.05 All Work requiring approved shop drawings or other submittal shall be done in compliance with such approved documents. However, approval by the Project Consultant or the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents.
- 16.07.06 The Owner and the Project Consultant shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.
- 16.07.07 The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.
- 16.07.08 The Contractor shall have the duty to carefully review, inspect and examine any and all submittal and resubmittals before submission of same to Owner or the Project Consultant.
- 16.08 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of debris, trash and excess materials or equipment. In the event the Project is located at or near occupied facilities, then Owner may establish additional rules and regulations regarding condition at the Project, including but not limited to, keeping the Project and the occupied premises clean, safe and secure.
- 16.09 At all times, the Contractor shall permit the Owner and the Project Consultant to enter upon the Project site and to review or inspect the Work.

ARTICLE 17. SUBCONTRACTS.

- 17.01 The Contract Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor. Contractor shall not replace Subcontractor without good cause.

- 17.02 The Contractor shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:
- 17.02.01 The general form of Subcontract Agreement used by the Contractor within thirty (30) days of execution of the Construction Contract.
- 17.02.02 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within ten (10) days of said change.
- 17.02.03 Copies of executed Subcontractor Contracts within ten (10) days of their execution.
- 17.02.04 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application for Payment submitted by the Contractor.
- 17.03 All contracts with Subcontractors shall incorporate by reference the terms and conditions of this Construction Contract.
- 17.04 The Contractor shall cause and require to be included in all Subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the Subcontracts in the event the Contractor is replaced by another contractor pursuant to the terms of the Contract Documents. The Contractor shall also include in all Subcontracts a provision requiring the Subcontractor, in the event of the Contractor's termination, to consent to the assignment of their Subcontracts to the Owner.
- 17.05 The Owner may at any time request from the Subcontractors, or any of them, a sworn statement of account with the Contractor and the Contractor shall cause to be included in all Subcontracts a requirement that the Subcontractors provide said sworn statement upon Owner's request.
- 17.06 Each Subcontractor and supplier must agree to assign all of its warranties to Owner. In addition, each Subcontractor and supplier must warrant all of its Work, equipment, materials and labor to Owner in accordance with the terms and provisions of its contractual obligations to Contractor and any legal or statutory provisions that apply to its work, materials or equipment.
- 17.07 Owner may at its discretion require Contractor to have major sub-subcontractors or suppliers comply with the requirements of this Article 16 or other provisions of the Contract Documents.

ARTICLE 18. CONTRACTOR'S SUPERINTENDENT

- 18.01 Before starting the Work, Contractor shall designate an English speaking, competent, authorized representative (hereinafter Superintendent), acceptable to the Owner, to represent and act for the Contractor. The Contractor shall:
- 18.01.01 Inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitation on such authority.
- 18.01.02 Keep the Owner informed of any subsequent changes in the foregoing.
- 18.02 The Superintendent shall be present (or be temporarily represented by a person familiar with the project work activities and schedule) at the site of the Work at all times when the Work is actually in progress.
- 18.04 All notices, determinations, instructions and other communications given to the Contractor's Superintendent shall be binding upon the Contractor.

- 18.05 The Superintendent shall maintain a daily log/report which shall include at least the following information: weather conditions; trades at site; manpower totals by trade; heavy equipment in use; activities in progress; and inspections at site. Copies of the daily entries shall be provided to the Owner once per month, or as required elsewhere in the Contract Documents.

ARTICLE 19. COOPERATION WITH OTHERS.

- 19.01 The Owner and other contractors and subcontractors may be working at the site during the performance of the Construction Contract, and Contractor's work may be interfered with as a result of such concurrent activities. Contractor shall fully cooperate with Owner and other contractors to avoid any delay or hindrance of the Work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.

- 19.02 If any part of the Contractor's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner or separate contractor's work as fit and proper to receive Contractor's Work, except as to defects which may subsequently become apparent in such work performed by others.

ARTICLE 20. SITE CONDITIONS.

- 20.01 Contractor shall have the sole responsibility to conduct reasonable inspection of the site and to satisfy itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of material; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted in the Contract Documents; governmental processes and requirements for obtaining permits other than issuance of the original building permits, certificates of occupancy and other regulatory/utility approvals; physical conditions at the work sites and the Project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quality of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Construction Contract; and all other matter which can in any way affect performance of the Construction Contract, or the cost associated with such performance.

- 20.02 The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work.

- 20.03 Contractor may reasonably rely upon site documentation provided by the Owner. In the event that during the course of the Work Contractor encounters an underground utility facility that was not shown on the Contract Documents; or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, within forty-eight (48) hours of their discovery, notify Owner and Project Consultant in writing of the existence of the aforesaid conditions. Project Consultant and Owner shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not changed as a result of the conditions, Project Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Owner and Contractor cannot agree on an adjustment in the Contract price or the Contract time, the adjustment shall be referred to Project Consultant for determination.

Should Project Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, Project Consultant shall so notify Owner and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto. No request by Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or changes to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Project Consultant as the date of substantial completion.

ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.

- 21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.
- 21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.
- 21.01.02 Contractor shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.
- 21.02 Contractor shall comply with all applicable laws and regulations.
- 21.02.01 Contractor shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner.
- 21.02.02 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.
- 21.02.03 Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining property security for the above noted items, nor shall it be constructed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- 21.03 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to Owner in a timely manner.

ARTICLE 22. PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT.

- 22.01 Contractor shall be responsible for and shall bear any and all risks of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of the Work under this Contract.
- 22.02 Permanent openings for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the Work will be delivered to the Owner in proper, whole and unblemished condition.

ARTICLE 23. ADMINISTRATION OF THE CONTRACT.

- 23.01 The Project Consultant will provide Administration of the Contract.
- 23.01.01 For those projects for which the City Engineer serves as the Project Consultant, all references to the Project Consultant shall be considered to be the City Engineer.
- 23.01.02 In the event the Owner should find it necessary to replace the Project Consultant, the Owner shall retain a replacement and the role of the replacement shall be the same as the role of the original Project Consultant.
- 23.02 Unless otherwise directed by the Owner in writing, the Project Consultant will perform those duties and discharge those responsibilities allocated to the Project Consultant by the Owner.

- 23.03 Neither the Project Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the Work or for the acts of omission or commission of the Contractor, its Subcontractors or their agents or employees.
- 23.04 The Project Consultant and Owner will each have the authority to reject Work which does not conform to the Contract Documents and to require special inspection or testing with prior approval by the Owner. Neither the Project Consultant's nor the Owner's authority to act under this Paragraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Consultant or the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 23.05 The Contractor shall forward all communications to the Project Consultant, with simultaneous copies to the Owner.
- 23.06 The Project Consultant will review and certify the Contractor's Application for Payments which the Owner must subsequently approve prior to Payment of the Contractor.
- 23.07 The Project Consultant shall approve shop drawings for design only, the Contractor being responsible for all dimensions, quantities, etc., necessary to complete the Work in compliance with the Drawings and Specifications and other Contract Documents.
- 23.08 The duties, responsibilities and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Contractor, the Project Consultant, and the Owner.
- 23.09 Notwithstanding anything to the Contrary in these General Conditions or any other "Contract Document" as that term is defined in the Professional Services Agreement between the City of Pompano Beach, Florida and the Project Consultant, it is not the intention nor shall any of the provisions of those documents act as a release, limitation or discharge of the obligations or responsibilities of the Project Consultant pursuant to its agreement with the Owner.
- 23.10 The Project Consultant will utilize the Contractor Performance Report to monitor and record the Contractor's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to the contract.

ARTICLE 24. MATERIALS.

- 24.01 The Contractor shall provide materials and equipment as required in the Contract Documents. No substitution will be permitted except in the instance where a material is no longer available during the progress of the Work or is deemed by the Owner to be no longer suitable or appropriate for incorporation into the Work or for obvious economic benefits accruable to the Owner.
- 24.01.01 Any such substitution must be approved by the Project Consultant and Owner prior to incorporation of the proposed substitution into the Work.
- 24.01.02 Proposed substitutions must be submitted for consideration from the Contractor to the Project Consultant and the Owner. Documentation for the proposed substitution must include, but is not limited to substantiation of the Contractor's efforts to obtain the originally specified materials including documentary evidence from the original materials' manufacturer that such materials are not available.
- 24.01.03 Product delivery lead times shall not serve as a basis for any substitution request except for where approved in advance by the Owner.
- 24.01.04 All additional costs incurred by the Owner as the result of any substitution will be the direct responsibility of and borne by the Contractor.

- 24.02 The Contractor shall make written request to the Project Consultant for and obtain his written approval of the use of any materials proposed for use when "approval" materials are specified or a performance type specification is utilized without mentioning any standard by name.
- 24.03 If, in the opinion of the Project Consultant, a specified product or equipment no longer meets the quality of the products or equipment required for the Work, Project Consultant shall request a Change Order Proposal from the Contractor for modifying the Contract to incorporate the respective changes to the Work required, the Contract amount, and the Contract Time as beneficial to the Owner.

ARTICLE 25. STORED MATERIALS.

- 25.01 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.
- 25.01.01 Contractor is not entitled to payment for same except for those materials which in Owner's discretion are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) days of delivery to the construction site.
- 25.01.02 The storage facilities and methods of storing shall meet Owner's approval and shall be in accordance with manufacturer's recommendations, or Owner will not be obligated to pay for same.
- 25.01.03 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.
- 25.01.04 Owner may at its discretion require material to be stored in an air-conditioned location.
- 25.02 Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Contractor also complies with the following:
- 25.02.01 An applicable purchase order is provided listing the materials in detail and identifying the Contract Documents, by name, with verification that the total value of the purchase order amount reconciles with the corresponding application for payment stored materials line item value.
- 25.02.02 Evidence that proper storage security is provided.
- 25.02.03 The Owner is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.
- 25.02.04 The Contractor and/or its Subcontractor have provided insurance for the Stored Materials against loss, damage (from whatever source), or disappearance, including loss or theft prior to incorporation into the Work. By execution of the Contract, Contractor releases Owner from any responsibility for Stored Materials and assumes all liability for and risk of loss or damage, by whatever means, including Owner's alleged negligence, regardless of whether the Owner has paid for said Stored Materials.
- 25.03 Once any Stored Material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Project or upon subsequent written approval by Owner.
- 25.04 No Applications for Payment shall be submitted nor payments made based on the value of materials stored at locations other than the Project, unless otherwise approved in writing by the Owner.
- 25.05 It is further agreed between the parties that the transfer of title and the Owner's payment for any Stored Material pursuant to the Contract Documents shall in no way relieve the Contractor of the responsibility for providing and installing such material in accordance with the requirements of the Contract Documents.

- 25.06 The Contractor warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the Owner either by incorporation in the Project or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.
- 25.07 In the event stored materials which Owner is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) days of when they are delivered to the site, Contractor shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Contractor's next application for payment.

ARTICLE 26. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.

- 26.01 All material and equipment provided and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, inspections, observations or quality audit by Owner, Project Consultant and any inspectors conducting an inspection pursuant to code, law, regulations, etc.
- 26.01.01 Contractor shall provide safe and adequate facilities, and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit.
- 26.01.02 The Contractor shall permit and facilitate inspection of the Work by the Owner, Project Consultant, Inspectors for any governmental agency, authority, or board.
- 26.01.03 Owner also reserves the right to designate others such as consultants, commissioning authorities, test and balance agents, forensic specialists, etc. to conduct inspections during or subsequent to the Work as Owner in its discretion desires.
- 26.01.04 Owner and Project Consultant shall be afforded full and free access to the shops, factories or places of business of Contractor and its Subcontractors for such quality surveillance, observation or quality audit and to determine the status of the Work.
- 26.01.05 In the event the Project Consultant or Owner requires a factory inspection, the Contractor shall notify the suppliers that the material shall not be produced or fabricated without due notice to the Project Consultant and Owner and an opportunity for such inspection.
- 26.02 If any Work should be covered up without approval or consent of the Project Consultant or Owner, it must, if required by the Project Consultant or Owner, be uncovered for examination at the Contractor's expense.
- 26.03 If any material, equipment or workmanship is determined by Owner, City Engineer, Project Consultant or Inspector either during performance of the Work or on final quality surveillance, or during any applicable warranty period, to be defective or not complying with the requirements of this Construction Contract, Owner, City Engineer, Project Consultant or Inspector will notify Contractor in writing that such material, equipment or portions of the Work is rejected and Owner reserves the right to withhold payment on any such item or seek compensation from Contractor for same. Thereupon, Contractor shall, at its own expense, immediately remove, replace or correct such defective material, equipment or portions of the Work by making the same comply strictly with all requirements of the Contract Documents. The Contractor shall be responsible for the costs of any additional site observations, special inspections and/or testing, or other activities of either the Project Consultant or the Owner made necessary by the correction of such defective materials, equipment or portions of the Work.
- 26.04 Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, shall prejudice the rights of Owner to correct or reject the same as hereinafter provided.

ARTICLE 27. WARRANTY.

- 27.01 Unless otherwise provided elsewhere in the Contract Documents, all material and equipment incorporated into any Work covered by the Contract Documents shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner and Project Consultant.
- 27.02 Unless otherwise provided in the Contract Documents, Contractor warrants all Work, equipment, materials and workmanship to be in accordance with the Contract Documents, any and all applicable codes, proper and workmanlike, first class and free from defects for a period of twelve (12) 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 under the Contract Documents, regardless of whether the same were provided or performed by Contractor or by any Subcontractor.
- 27.03 Contractor's warranty with respect to latent defects shall be in accordance with Chapter 95, Florida Statutes, and other applicable provisions of State law.
- 27.04 In the event of damage or injury to persons or property or other consequential or resultant damages result from Contractor's breach of any warranties, then the Contractor will be responsible for same.

ARTICLE 28. OFFICE SPACE FOR THE OWNER'S PERSONNEL.

- 28.01 The Contractor shall provide, at Contractor's expense, for the duration of the Work, a suitable lockable office for any Owner designated personnel.

ARTICLE 29. PROJECT RECORD DOCUMENTS AND SURVEY.

- 29.01 A marked-up record set of the Contract Documents and other project records as required elsewhere within the Contract Documents will be kept up to date by the Contractor on the jobsite at all times. These documents will be given to the Project Consultant at the completion of the Work as required by the Contract Documents, and properly labeled as "Project Record Documents."
- 29.02 In addition to the "Project Record Documents", the Contractor will cause to have prepared by a Surveyor, registered in the State of Florida, a site survey clearly representing all Work done under this Contract and updating the original survey as may have been provided by the Owner.
- 29.03 The Contractor shall submit Project Record Documents and Survey in the manner and format specified elsewhere in the Contract Documents.
- 29.04 This is a critical item and final payment will be withheld from the Contractor until "Project Record Documents" and survey are provided by the Contractor and approved by the Project Consultant.

ARTICLE 30. SALVAGE.

- 30.01 Any salvage resulting from clearing, grubbing, grading, draining, remodeling or altering any existing facilities on this site shall be the property of the Owner; and this material shall be piled or stacked on the site if the Owner desires this material.
- 30.02 If this material is not desired by the Owner, it shall be disposed of by the Contractor at his expense.

ARTICLE 31. CLAIMS BY THE CONTRACTOR.

- 31.01 Although Contractor acknowledges the No Damage for Delay clause set forth in Article 6 of the Agreement between Owner and Contractor, in the event the Contractor is entitled to assert any other claim against Owner for any reason, claims by the Contractor against the Owner (except for claims asserted under Article 20 which are treated as set forth therein), are subject to the following terms and conditions:

- 31.01.01 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner, c/o the City Engineer, and the Project Consultant. Such claim shall be received by the Owner and the Project Consultant no later than fifteen (15) calendar days after the event, or the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim and the actual damages or injuries suffered;
- 31.01.02 The Contractor shall continue diligently with its performance hereunder regardless of the existence of any claims submitted by the Contractor;
- 31.01.03 In the event the Contractor seeks to make a claim, as a condition precedent to any such claim the Contractor shall strictly comply with the notice requirements above and such claim shall be made by the Contractor before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur, i.e., providing notice as required in Article 31.01.01 above, shall constitute a complete waiver by the Contractor of any claim for additional compensation or extension of time. This written notice requirement may not be waived by verbal representations or the acts of representatives of the Owner or Project Consultant;
- 31.01.04 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost of labor and materials incurred by the Contractor at the jobsite and shall in no event include indirect cost, overhead, loss of profit, or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties including, but not limited to, subcontractors, suppliers, laborers, etc.
- 31.01.05 Contractor must provide proof before requesting any cost increase to the materials and/or services related to this Agreement. Proof shall include at a minimum a quote from subcontractors, or suppliers at the time of response to the solicitation, and at the time the Contractor is requesting an increase to the cost of the Contract price.

ARTICLE 32. CHANGE ORDERS AND DIRECTIVES.

- 32.01 One or more changes to the Work within the general scope of this Contract may be ordered by the Owner by Change Order, Project Consultant's Supplementary Instructions, and Construction Change Directives.
- 32.02 The Contractor shall proceed with any extra Work or changes which alter the Contract by adding to, or deducting from the Contract Sum or Contract Time in strict accordance with the following terms and conditions:
- 32.02.01 Change Order shall mean a written order to the Contractor executed by the Owner and the Project Consultant after execution of this Contract, directing a change in the Work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;
- 32.02.02 Any change in the Contract Price or time resulting from a Change Order shall be determined as follows:
- a. Change Orders: By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price or time being set forth in Change Order in accordance with Article 32.02.08 below, and (b) the execution of the Change Order; or,
 - b. Change Directives: If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived based upon the Cost Plus Price basis (as set forth in Article 32.02.08 below) by determining the "total actual costs" (in accordance with Article 32.02.09 below), incurred or savings achieved, resulting from revisions in the Work. Such total actual costs or savings shall include a component for direct jobsite overhead and profit but under no circumstances shall it include non-job site overhead expenses or costs or any other indirect costs or components.

Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Project Consultant requires. If agreement is not reached as to the change in time, Contractor shall be given a reasonable time based upon the scope of Work required by the change.

- 32.02.03 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work and the change in the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for issues or matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.
- 32.02.04 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Project Consultant, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto, and that the penal sums of the performance and payment bonds furnished by Contractor and Surety are adjusted coextensively with the amount of the Change Order.
- 32.02.05 The Owner, without invalidating the Contract, may require the change for any reason whatsoever. All such Work shall be executed under the terms of the original Contract.
- 32.02.06 All change orders and adjustments shall be in writing and executed by the Contractor and Owner; otherwise, no claim for additional compensation or time will be allowed.
- 32.02.07 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the total actual cost (as set forth in Article 32.02.09 below) saved as confirmed by the Project Consultant. The amount shall not include an amount for the overhead and profit of the Contractor which the Owner is not required to pay as a result of the deletion or decrease. When both additions and credits covering related Work or substitutions are involved in a change, the overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change.
- 32.02.08 The value of any change ordered under the Contract for extra Work and/or any reductions in Work required, shall be determined under one or more of the following procedures before a written Change Order is issued.
- a. By **UNIT PRICES** named in the Contract or subsequently agreed upon by the Owner and the Contractor, which prices shall include Contractor's overhead and profit.
 - b. By **LUMP SUM PRICE** agreed upon actual reasonable costs and direct job site overhead by the Owner and the Contractor, which price shall include Contractor's overhead and profit but under no circumstances shall it include non-job site overhead, expenses or costs or any other indirect costs; a breakdown of the estimated costs comprising the lump sum price may be required by the Project Consultant for his review. Percentage for overhead and profit shall be determined in accordance with the method listed for **COST PLUS PRICE**, subparagraph (c.) below.
 - c. By a **COST PLUS PRICE** based on total actual costs as defined in Article 32.02.09 below, plus an added percentage, all determined as follows:

OVERHEAD AND PROFIT:

JOB SITE OVERHEAD, including supervision and the furnishing, use and maintenance of small tools and ordinary equipment incidental to and required for the work of subcontractors (whether performed by them or others) shall be considered to be just and fully compensated for, by adding an amount equal to five percent (5%) of the sum of material costs (as defined under Article 34.08.09(a) below) and labor costs (as defined under Article 34.08.09(b) below), and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non-job site overhead, expenses or costs.

PROFIT, may then be added by the subcontractor to the above material costs and labor costs, including the JOB SITE OVERHEAD allowance, at the rate of 10% of the sum of those costs.

JOB SITE OVERHEAD, including general supervision and the furnishing, use and maintenance of small equipment incidental to and required for the Work of the General Contractor (including that of his subcontractors) shall be considered to be just and fully compensated for by adding an amount equal to ten percent (10%) of the sum of material costs (as defined under Article 32.08.09(a) below) and labor costs (as defined under Article 32.08.09(b) below) and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non-job site overhead expenses or costs.

PROFIT may then be added by the Contractor to the above material costs and labor costs, including the JOB-SITE OVERHEAD allowance, at the rate of five percent (5%) of the sum of those costs.

- d. BOND ALLOWANCE, for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (1%) of the total cost of the change, (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.

32.02.09 The total actual costs of materials, labor and equipment rentals may include the following only:

- a. Material costs actually recorded by the Contractor and/or subcontractors as they are delivered to the site and as evidenced from originally receipted invoices, listing appropriate quantities and unit prices. Records in proper form shall be maintained and available to the Project Consultant at all times.
- b. Labor costs represented by the actual wages paid to all laborers, apprentices, journeymen, and foremen involved in and necessary to completing the particular construction operations, for each day and every hour such labor teams and foremen are actually employed and on the extra Work required, including the net cost of insurance, Social Security and Workmen's Compensation. The furnishing, use and maintenance of small tools and ordinary equipment normal to the work of individual workmen in the trades will be considered part of the labor costs. Records in proper form shall be maintained and available to the Project Consultant at all times.
- c. Rentals for special equipment or machinery such as power-driven roller, tractors, trucks, shovels, drills, mixers, pumps, hoists, etc., required for the economic performance of the Work, at reasonable rental prices agreed upon before work commences, shall be allowed the Contractor and/or his subcontractors by the Project Consultant for each and every hour such special equipment is in use on the particular work.

32.02.10 The Contractor is obligated to proceed with the Work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances the Owner, City Engineer or Project Consultant will issue a Construction Change Directive to Contractor providing for the scope of work to be performed and the payment therefore based on 32.02.09 above. A Change Order or proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents.

32.02.11 The Contractor, Owner and Project Consultant shall administer and document the Change Order process by utilizing the documentation specified elsewhere in the Contract Documents, including a Construction Change Directive.

- 32.03 The Project Consultant will have authority to order minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order of the Project Consultant and such changes shall be binding on the Owner and the Contractor.
- 32.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The City of Pompano Beach, Florida under its General Services Manual, the rules of which are incorporated below:
- A. The City Manager is authorized to approve change orders up to the cumulative total of 10 percent of the original construction contract amount, not to exceed \$75,000 in the aggregate.
 - B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 32.04A above, all subsequent change orders will require prior City Commission approval, except in emergency cases as declared by the City Manager, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.
 - C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by City Commission action at the next regular meeting of the City Commission.

ARTICLE 33. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.

- 33.01 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Consultant, such work shall be uncovered and displayed for the Owner's or Project Consultant's inspection upon request, and shall be reworked at no cost in time or money to the Owner.
- 33.02 If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph (A) above, it shall, if directed by the Owner or the Project Consultant, be uncovered and displayed for the Owner's or Project Consultant's inspection. If the uncovered work conforms substantially with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner; otherwise, such costs shall be borne by the Contractor.
- 33.03 The Contractor shall, at no additional cost in money to the Owner or extension of time correct work rejected by the Owner or by the Project Consultant as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.
- 33.04 In addition to its warranty obligations set forth elsewhere herein, the contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twenty-four (24) months following final completion upon written direction from the Owner.
- 33.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.
- 33.05.01 In such event, the Contract Price shall be reduced, at Owner's option, by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work.
- 33.05.02 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the owner such remaining compensation for accepting defective or nonconforming work.

ARTICLE 34. SAFETY, PROTECTION OF WORK AND PROPERTY.

- 34.01 Contractor shall be fully and solely responsible for conducting all operations under this Construction Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continuously and diligently inspect all Work, material and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.
- 34.02 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters.
- 34.03 Contractor shall provide safety equipment and enforce the use of such equipment by its employees.
- 34.04 Contractor shall maintain accurate accident and injury reports and shall provide to Owner a monthly summary of injuries and man hours lost due to injuries.
- 34.05 Contractor shall maintain all portions of the Work in a neat, clean and sanitary condition at all times.
- 34.06 Contractor shall assure that all Subcontractors shall, without expense to Owner, comply with the foregoing.
- 34.07 Contractor shall comply with any and all rules, regulations, laws, etc., which apply to safety requirements, including but not limited to OSHA requirements.
- 34.08 Safety Precautions and Programs:
- 34.08.01 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- 34.08.02 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Project Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written notice from the Owner. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner, Contractor and Project Consultant.
- 34.08.03 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).
- 34.09 Safety of Persons and Property
- 34.09.01 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- a. Employees on the Work and other persons who may be affected thereby;
 - b. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - c. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- 34.09.02 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of person or property or their protection from damage, injury or loss.
- a. The Contractor and his Subcontractors shall comply with and conform in all respects to the standard set forth in the Occupational Safety and Health Act (OSHA) of 1970.
 - b. The Contractor shall prominently post and maintain on the jobsite:
 - 1) OSHA 200: Log and summary of occupational injuries and illnesses.
 - 2) OSHA 2203: Provisions of the Act poster.
- 34.09.03 The Contractor shall implement and maintain a continuing safety program applicable to all Contractor employees, Subcontractors, and Sub-subcontractors, to include:
- a. Designating a responsible member of the Contractor's organization at the site as the Contractor's "Safety Officer" whose duty shall be the prevention of accidents, safety inspections, and accident documentation. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Consultant.
 - b. Holding weekly safety meetings with employees and Subcontractors.
 - c. Implementing OSHA Voluntary Protection Programs.
 - d. Ensuring the presence of an American Red Cross (or other organization acceptable to the Owner) certified Cardiopulmonary Resuscitation (CPR) and first-aid trained individual on site at all times.
 - e. Compliance with the Drug Free Work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991, and the certification of compliance with the same as required by the Owner in Document 00457, Drug-Free Workplace Certification.
 - f. Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
 - g. Ensuring that employees are not discriminated against or discharged for filing reasonable safety or health complaints or for otherwise exercising their rights in these regards.
- 34.09.04 When use of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 34.09.05 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to properly caused in whole or in part by the Contractor, a Subcontractor or a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is reasonable, except damage or loss attributable to acts or omissions of the Owner or Project Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor.
- 34.09.06 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

- 34.09.07 Building materials, Contractor's equipment and other supplies may be stored on the premises, but the placing of same shall be in substantial, watertight storage sheds upon the premises where directed in which he shall store all materials which would be damaged by weather. This shall in no manner relieve the Contractor from full responsibility for such materials. Sheds and other storage structures must be secured and anchored in a manner sufficient to withstand hurricane force winds as defined by applicable codes but not less than a 120 mile per hour wind uplift force.
- 34.10 **Emergencies:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

ARTICLE 35. ROYALTIES AND PATENTS.

- 35.01 The Contractor shall pay all royalties and license fees.
- 35.02 The Contractor shall be responsible for all infringement of patent rights and shall assume the defense, including payment of attorney fees and costs, of any suit brought against Contractor and/or Owner for infringement of any United States patent or for wrongful use of proprietary information of any third party.
- 35.03 Contractor hereby indemnifies and shall defend and hold harmless Owner, its officers, its officials, its agents, its employees, and its representatives, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, and arising out of the use of the equipment or materials provided under this Construction Contract by Contractor, or out of the process of actions employed by, or on behalf of Contractor in connection with the performances of this Construction Contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further, that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.
- 35.04 Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, materials or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Contract Documents.
- 35.05 The indemnification pursuant to Florida Statute 725.06 and other Florida laws, etc., shall have a separate consideration of \$1.00, receipt of which is hereby acknowledged and incorporated into the project sum. This is incorporated by reference into the Bid Documentation and Specifications if any.

ARTICLE 36. TAXES.

- 36.01 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract.
- 36.02 The Contract Sum and any agreed changes thereto shall include all taxes imposed by law. Contractor shall make any and all payroll deductions as required by law.
- 36.03 Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

ARTICLE 37. INDEMNITY AND HOLD HARMLESS.

- 37.01 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its officers, its officials, its agents and employees and each of them hereinafter collectively referred to as the Owner, from and against any and all judgments, demands, claims, causes of action, liability, expenses, losses, costs, fines, and damages (including reasonable attorney's fees and expert's fees) of every kind and character brought against the Owner by any person, party or entity of any kind or nature whatsoever arising out of, incident to, relating or regarding the Contractor's performance under this Agreement, the condition of the premises, and/or the Contractor's acts of omission or commission.
- 37.02 Contractor, however, shall not be responsible to Owner for damages resulting out of bodily injury or damages to property which a Court of competent jurisdiction determines as being attributed to the negligence of Owner, its respective agents, servants, employees or officers.
- 37.03 Said indemnifications by Contractor shall be extended to include all "Subcontractors", deliverers, suppliers, furnishers of material or anyone acting for, on behalf of, or at the request of the Contractor.
- 37.04 Contractor recognized the broad nature of this indemnifications and hold harmless clause and voluntarily makes this covenant and expressly acknowledge the receipt of Ten (\$10.00) Dollars, which payment is incorporated into the Contract Sum, and such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida.
- 37.05 This clause shall survive termination of this Agreement and pursuant to Florida Statute 725.06 be incorporated by reference into any and all Bid Documentation or Specifications.

ARTICLE 38. TERMINATION BY THE CONTRACTOR.

- 38.01 If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of 30 days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner and the Project Consultant.
- 38.02 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance for convenience pursuant to the terms and conditions of this Contract.

ARTICLE 39. OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE.

- 39.01 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;
- 39.02 In the event the Owner directs a suspension of performance under this Paragraph through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of the following items only:
- 39.02.01 Demobilization and remobilization, including such costs paid to subcontractors;
- 39.02.02 Preserving and protecting Work in place;
- 39.02.03 Storage of materials or equipment purchased for the Project, including insurance thereon;
- 39.02.04 Performing in a later, or during a longer, time frame than that contemplated by this Contract.

ARTICLE 40. TERMINATION BY THE OWNER.

- 40.01 The Owner may, at the Owner's option, for any reason and at any time terminate for convenience, any work under this Contract, in whole or, from time to time, in part, in accordance with the following terms and conditions:
- 40.02 The Owner shall give written notice of such termination to Contractor 7 days before it becomes effective.
- 40.02.01 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop work when such termination becomes effective.
- 40.02.02 The Contractor shall also terminate outstanding orders and subcontracts.
- 40.02.03 The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders.
- 40.02.04 The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee.
- 40.02.05 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.
- 40.02.06 When terminated for convenience, the Contractor shall be compensated as follows:
- a. The Contractor shall submit a termination claim within one year to the Owner and the Project Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Project Consultant. If the Contractor fails to file a termination claim with the Owner's Project Consultant within one (1) year from the effective date of termination, the Owner shall have no further obligation to the Contractor and Contractor waives any and all rights for compensation based upon the termination.
 - b. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
 - c. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
 1. Contract prices for labor, materials, equipment and other services accepted under this Contract;
 2. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead (and not home office or other overhead) and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 3. Reasonable costs of settling and paying legitimate claims arising out of the termination of subcontractors or orders pursuant to this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.
 4. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.
- 40.03 The Owner may terminate this Contract for cause in accordance with the following terms and conditions:

- 40.03.01 If the Contractor does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor for cause upon seven (7) day written notice and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.
- 40.03.02 In such case, the Contractor shall not be paid further until the Work is complete.
- 40.03.03 After final completion has been achieved, if any portion of the Contract Price (as it may be modified hereunder) remains after the cost to the Owner of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall be paid to the Contractor. Otherwise, the Contractor shall pay the Owner any and all costs, fees, damages or expenses which the Owner has paid or is obligated to pay in excess of the contract price (as it may be modified hereunder). This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the terms of Article 40.02 shall apply.

ARTICLE 41. CONTRACTOR'S INSURANCE

- 41.01 Contractor shall maintain insurance as described in Exhibit "C".

ARTICLE 42. PERFORMANCE BOND AND PAYMENT BOND

- 42.01 For a Project with an estimated cost of \$200,000.00 or more, the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as specifically required in the Contract Documents on the date of execution of the Contract.

ARTICLE 43. RIGHT TO AUDIT PROVISIONS

- 43.01 Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.
- 43.02 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.
- 43.03 Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

- 43.04 Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.
- 43.05 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of 10% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

ARTICLE 44. LAWS AND REGULATIONS

- 44.01 Contractor and its employees and representative shall at all times, comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time Work is performed pursuant to the Contract Documents.
- 44.02 If, during the term of this Construction Contract, there are any changed or new laws, ordinances or regulations not in existence at the time of signing this Construction Contract which become effective and which affect the cost or time of performance of the Construction Contract, Contractor shall within fifteen (15) days of the discovery of said law, ordinance or regulation, notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Construction Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance may be made at Owner's discretion.
- 44.03 If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, Contractor shall within fifteen (15) days of discovery of same report the same in writing to Owner who will issue such instructions as may be necessary.

ARTICLE 45. DISPUTE RESOLUTION.

- 45.01 The Owner and Contractor agree that, in the event of a dispute, the parties will attempt to resolve such dispute without litigation and that resolution through mediation procedures will be encouraged.
- 45.02 The existence of a dispute between the parties shall not be the basis of the Contractor unilaterally electing not to continue performance pursuant to the terms of the Contract Documents.

ARTICLE 46. GOVERNING LAW AND ATTORNEYS FEES.

- 46.01 The Construction Contract shall be governed by the laws of the State of Florida.
- 46.02 In the event either party institutes litigation regarding or relating to this Contract or for breach of any of its terms all litigation and appeals shall have venue in Broward County, Florida or in the U.S. District Court for the Southern District of Florida.
- 46.03 To the fullest extent permitted by law, Owner, Contractor, and Contractor's Surety do hereby each waive the right to trial by jury in any action or proceeding, including any counterclaims/crossclaims/third (or more remote) party complaints which may be brought by Owner, Contractor, or Surety, jointly and/or severally, arising out of or in any way related to this Construction Contract and/or attendant suretyship including, without limiting the generality thereof, any claim for damages resulting from any act or omission of Owner, Contractor, or Surety, jointly or severally, in any way connected with this Construction Contract.

ARTICLE 47. RIGHTS AND REMEDIES.

- 47.01 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 48. SUCCESSORS, ASSIGNS AND ASSIGNMENT.

- 48.01 The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in the Construction Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title and interest in and to the same or any part thereof, without previous consent of the Owner and concurred to by the Sureties.
- 48.02 If requested by Owner the Contractor agrees to assign all Subcontracts required for performance of this Contract to the Owner upon the Owner or Project Consultant's determination that Contractor has defaulted under the Contract Documents. The Contractor shall include in all Subcontracts, equipment leases and purchase orders a provision requiring the subcontractor, equipment lessor or supplier, in the event of Contractor's default under this Contract, to consent to the assignment of their subcontracts to the Owner.

ARTICLE 49. PUBLIC RECORDS.

- 49.01 A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
- a. Keep and maintain public records required by the City in order to perform the service;
 - b. Upon request from the City's custodian of public records, provide the City with a copy of 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 that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
 - d. 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 the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - e. Upon completion of the contract, 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 contract, 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 contract, 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 in a format that is compatible with the information technology systems of the City.

49.02

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 40.

PUBLIC RECORDS CUSTODIAN

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:

CITY CLERK

**100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

EXHIBIT C

INSURANCE REQUIREMENTS LIFT STATION REHABILITATION & REPAIR SERVICES AGREEMENT # 12369

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX explosion & collapse hazard	
XX underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX_ independent contractors	personal injury
XX personal injury	
XX CG2010	ongoing operations (or its' equivalent)
XX_ CG 2037	completed operations (or its' equivalent)
XX sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:	<input checked="" type="checkbox"/> Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX comprehensive form	<input type="checkbox"/> Minimum \$10,000/\$20,000/\$10,000 (Florida's Minimum Coverage)
XX owned	
XX hired	
XX non-owned	

REAL & PERSONAL PROPERTY

comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

* Must written on a true follow form basis.

		Per Occurrence	Aggregate
XX	other than umbrella bodily injury and property damage combined	\$5,000,000	\$5,000,000

ENVIRONMENTAL/POLLUTION LIABILITY

		Per Occurrence	Aggregate
XX	* Policy to be written on a claims made basis.	\$5,000,000	\$5,000,000

CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.

PROFESSIONAL LIABILITY

		Per Occurrence	Aggregate
<input type="checkbox"/>	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

CONTRACTOR is required to provide Professional Liability if engineering and design is used.

CYBER LIABILITY

		Per Occurrence	Aggregate
<input type="checkbox"/>	* Policy to be written on a claims made basis	\$3,000,000	\$3,000,000

Network Security / Privacy Liability
 Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
 Technology Products E&O - \$3,000,000 (only applicable for vendors supplying technology related services and or products)
 Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

CRIME LIABILITY

		Per Occurrence	Aggregate
<input type="checkbox"/>	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

G. Payment and Performance Bond. Florida Statue Section 255.05, requires contractors who enters into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000 even though the cost of each service line installation and connection is less than \$200,000. The payment and performance bond amount must be equal to the project size.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acentria Insurance 1607 NW 136 Avenue, Suite B-200 Sunrise FL 33323	CONTACT NAME: PHONE (A/C. No. Ext): 954-735-5500	FAX (A/C. No.):
	E-MAIL ADDRESS: requests@acentria.com	
INSURED Trio Development Corporation 1701 NW 22 Court Pompano Beach FL 33069	INSURER(S) AFFORDING COVERAGE	
	INSURER A: StarStone Specialty Insurance Company	NAIC # 44776
	INSURER B: Vantage Risk Assurance Company	NAIC # 23752
	INSURER C: Imperium Insurance Company	NAIC # 10120
	INSURER D: Technology Insurance Company, Inc.	NAIC # 42376
	INSURER E: Houston Specialty Insurance	NAIC # 12203
INSURER F: GuideOne National Insurance Company	NAIC # 14167	

APPROVED *David Daley*
 By David Daley at 2:49 pm, Jul 17, 2024

COVERAGES **CERTIFICATE NUMBER:** 149790343 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CON-HS-GL-0000631-00	7/11/2024	7/11/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> PIP \$10,000.			CON-IIC-CA-0000624-00	7/11/2024	7/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CSX00033427P-06	7/11/2024	7/11/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC4449667	7/11/2024	7/11/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B B F	Contractor Equipment Installation Floater Pollution Liability			IMA-24005227-01 IMA-24005227-01 ENV562009795-02	7/11/2024 7/11/2024 5/12/2024	7/11/2025 7/11/2025 5/12/2025	Scheduled Equip limit 1,831,456 Installation Floater 500,000 Pollution Liab Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is Additional Insured to General Liability coverage for ongoing and completed operations coverage and Additional Insured to Auto Liability coverage when required by written contract. General Liability coverage is primary and non-contributory when required by written contract. Waiver of Subrogation applies to General Liability, Auto Liability, and Workers Compensation coverages when required by written contract. Subject to the terms, conditions and exclusions of the policy.

Contractor Equipment: Policy: IMA-24005227-01 Effective: 07/11/2024-07/11/2025 -Equipment Leased/Rented: \$250,000 maximum item
 The City of Pompano Beach is listed as additional insured with respect to general liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach
 100 West Atlantic Boulevard
 Pompano Beach FL 33061

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charles H. Lyndon

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement.	All Operations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement.	All Operations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**FRONT PAGE OF
PUBLIC PAYMENT AND PERFORMANCE BOND**

BOND NO. 422187J

CONTRACTOR: Trio Development Corporation
1701 NW 22nd Court
Pompano Beach, FL 33069
954-971-2288

SURETY: Westfield Insurance Company
One Park Circle
Westfield Center, Ohio 44251
800-243-0210

AGENT: Broder & Company
6191 Orange Drive, #6159E
Davie, FL 33314
954-584-3002

OBLIGEE: City of Pompano Beach, Florida
100 West Atlantic Boulevard
Pompano Beach, FL 33060
954-545-7044

PROJECT: Lift Station Rehabilitation and Repair Service Agreement ID # 12369
Project No: 12369

LOCATION: Various

(6)



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 02 day of August, 2024 County Administrator.
By: Broward County Deputy Clerk
cf4ba913-d01e-4eb8-a433-6714c4e7906e Page 1 of 6

Bond No. 422187J

Performance Bond

Project No: 12369
Project Title: Lift Station Repair and Service Agreement

KNOW ALL PERSONS BY THESE PRESENTS, that:

Trio Development Corporation
1701 NW 22nd Court
Pompano Beach, FL 33069

as Principal, and
Westfield Insurance Company
One Park Circle, Westfield Center, OH 44251

a corporation duly authorized to transact business in the State of Florida, as Surety, are held and firmly bound unto The City of Pompano Beach, Florida, a body Corporate and politic under the laws of Florida, in the sum of:

Four Million and 00/100 Dollars (\$4,000,000.00)
(Written Amount) (Figures)

good and lawful money of the Unites States, well and truly to be paid, and for the payment whereof, we the undersigned, Principal and Surety, jointly and severally, hereby firmly bind ourselves, our heirs, assigns, successors, and legal representatives.

WHEREAS, the above bounded Principal (hereafter alternately referred to as "Contractor") did on

August 1, 2024

enter into a Contract with the said The City of Pompano Beach, Florida (hereafter alternately referred to as "Owner") a body corporate and politic as aforesaid, in and by which the said above bounded Principal did undertake and agree to furnish all labor, implements, machinery, equipment, tools and materials necessary therefore and to install, build, erect, construct the project named above in accordance with the certain plans and specifications prepared by: n/a

to which plans and specifications and said contract reference is here made and all thereof made a part hereof as if fully set forth herein.

WHEREAS, it was one of the conditions of the award of said contract with The City of Pompano Beach, Florida that these presents should be executed.



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 02 day of August, 2024 County Administrator.
By: Broward County Deputy Clerk
cf4ba913-d01e-4eb8-a433-6714c4e7906e Page 2 of 6

NOW THEREFORE, the conditions of this obligation are such that if the above bounded Principal shall in all aspects fully comply with, carry out and perform the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, Plans and Contract Documents therein referred to and made a part hereof, and therein provided for and shall indemnify and save harmless The City of Pompano Beach, Florida against and from all costs, expenses, damages, injury, or be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or his agents, employees or subcontractors, in the execution or performance of said contract and shall promptly pay all just claims for damages or injury to property and for all work done or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said principal in or about the construction or improvements or additions contracted for, then this obligation to be void, otherwise, to remain in full force and effect.

Whenever Contractor shall be, and declared by the Owner to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions: or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the Owner elects, upon determination by Owner and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

To the limit of the amount of this Bond, Surety's liability to Owner shall include but not be limited to, the cost of the completion of the construction contract and correction of defective work before or after completion of the construction contract; additional legal, design professional, and liquidated damages as specified in the Contract Documents arising out of and in connection with Principal's default and Surety's actions, inactions, and all costs incident to ascertaining the nature and extent of the Principal's default, including engineering, accounting and legal fees.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extensions of the time, alteration or addition to the terms of the contract or to the work or to the specifications. Additionally, Surety hereby stipulates and agrees that the bond penalty set forth above shall automatically increase coextensively with any Owner approved change orders which increase the overall contract amount.

Contractor shall give written notice to Owner of any alleged default by the Owner under the Construction Contract. Owner shall have not less than ninety (90) days after receipt of such notice to cure such default before the surety is allowed to assert the default as a defense against Owner. The only types of default that may be asserted against Owner shall be monetary defaults. The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Construction Contractor.

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors or assigns. Any suit under this Bond must be instituted within five (5) years from the date the cause of action accrued.

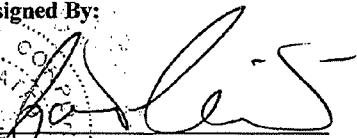
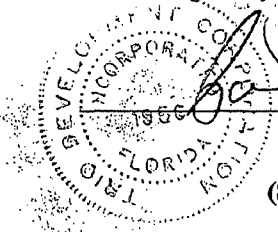


I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 02 day of August, 2024 County Administrator.
By: Broward County Deputy Clerk
cf4ba913-d01e-4eb8-a433-6714c4e7906e Page 3 of 6

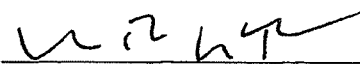
IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed in, at Pompano Beach, Broward County, Florida, this

1st day of August, 2024

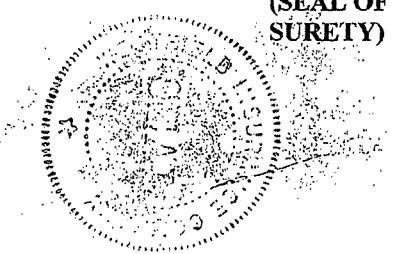
Countersigned By:

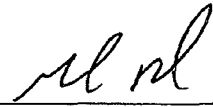


(SEAL)

Contractor: Trio Development Corporation

By: (Signature) 
Lawrence R Shortz, President
Surety: Westfield Insurance Company

(SEAL OF SURETY)



By: 
Address: One Park Circle, Westfield Center, OH 44251

Michael P. Broder, Agent & Attorney-in-Fact



Bond No. 422187J

PAYMENT BOND FORM

Project No: 12369

Project Title: Lift Station and Repair Services Contract

Facility Name: n/a

BY THIS BOND, WE, Trio Development Corporation, as Principal, and Westfield Insurance Company, a corporation, as Surety, are bound to The City of Pompano Beach, Florida, herein called "Owner", in the sum of :

Four Million & 00/100 (\$4,000,000.00)
(Written Amount) (Figures)

for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. This Payment Bond is intended to be governed by 255.05, F.S.

THE CONDITION OF THIS BOND is that if Principal:

- 1. Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated

August 1, 2024

between Principal and Owner for construction of the Project named above, the contract being made a part of this bond by reference; and

- 2. Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under paragraph 1. of this bond;

then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this bond.

Dated on: August 1, 2024

(SEAL OF SURETY)

Name of Surety: Westfield Insurance Company

By: [Signature]
Michael P. Broder, Attorney in Fact

Name of Principal: Trio Development Corporation

By: [Signature]
Lawrence R. Shortz, President

(SEAL OF PRINCIPAL)



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 02 day of August, 2024 County Administrator. By: Broward County Deputy Clerk cf4ba913-d01e-4eb8-a433-6714c4e7906e Page 5 of 6

General
Power
of Attorney

POWER NO. 0992212 00

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ARTHUR K. BRODER, MICHAEL P. BRODER, JOINTLY OR SEVERALLY

of DAVIE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 21st day of MARCH A.D., 2014 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of



Frank A. Carrino
Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.

Dated this 02 day of August, 2024 County Administrator.

By: Broward County Deputy Clerk

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