

AGREEMENT

THIS AGREEMENT is dated as of the ______ day of ______ day of ______ in the year 2016 by and between CITY OF POMPANO BEACH, FLORIDA (hereinafter call OWNER) and Intercounty Engineering, Inc. (hereinafter called CONTRACTOR).

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

Article 1. WORK

The project consist of the furnishing of all labor, equipment and materials for: The project consists of furnishing all labor, equipment, tools, and materials for the rehabilitation of sanitary sewer manholes, as needed throughout the City of Pompano Beach, on an annual basis. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Sanitary Sewer Manhole Rehabilitation, Annual Contract.

Article 2. OWNER'S REPRESENTATIVE

The City of Pompano Beach Wastewater Collection Supervisor will act as the 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 completed and ready for final payment in accordance with the GENERAL CONDITIONS within 365 days from the date the Contract Time commences to run.

The term of the agreement will be for a period of one (1) year with automatic renewals for (2) two additional (1) one-year periods subject to satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. The General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period.

Article 4. 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 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 two hundred and 00/100 dollars (\$200.00) 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 one hundred and 00/100 (\$100.00) 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 5. CONTRACT PRICE

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

See BID PROPOSAL attached from bid/contract documents.

Article 6. PAYMENT PROCEDURES

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

6.2 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 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.

6.2.1 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 GENERAL CONDITIONS.

10% of Work completed will be withheld by OWNER as retainage.

6.2.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to <u>90%</u> of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with the GENERAL CONDITIONS.

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

Article 7. CONTRACTOR'S REPRESENTATIONS

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

7.1 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.

7.2 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.

7.3 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 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.

7.4 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.

7.5 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.

7.6 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.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement.
- 8.2 Exhibits to this Agreement.
- 8.3 Performance and other Bonds, identified as exhibits <u>Performance and Payment Bond.</u>
- 8.4 Notice of Award.

8.5 GENERAL CONDITIONS.

8.6 SUPPLEMENTARY CONDITIONS.

8.7 Specifications bearing the title Bid #: E-31-16 Title: Sanitary Sewer Manhole Rehabilitation, Annual Contract consisting of 4 (four) sections and 11 (eleven) pages,

8.8 Addenda numbers one to two, inclusive.

8.9 Contractor's Bid pages.

8.10 Contractor's Sworn Statement on Drug-Free Workplace Section 287.087, Florida Statutes, on Drug-Free Workplace and consisting of one (1) page.

8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

8.12 The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in the Article 8.

8.13 The insurance certificate detailing terms and provisions of coverage as required by the bid and approved by the City of Pompano Beach Risk Manager.

The Contract Documents may only be amended, modified or supplemented as provided in the GENERAL CONDITIONS.

Article 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in the GENERAL CONDITIONS will have the meanings indicated in the GENERAL CONDITIONS.

9.2 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 my 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.

9.3 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 INTENTIONALLY LEFT BLANK

Witnesses:

CITY OF POMPANO BEACH

By: _____

Lamar Fisher, Mayor

By:

Dennis W. Beach, City Manager

Attest:

(SEAL)

Asceleta Hammond, City Clerk

Approved as to form:

Mark Berman, City Attorney

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by LAMAR FISHER, as Mayor, DENNIS W. BEACH as City Manager and ASCELETA HAMMOND, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

CONTRACTOR

Witnesses:
Montar

Name: Julio Corena

1925 NW 18 Street, Pompano Beach, FL 33069

Intercounty Engineering, Inc.

By:

Print Maurice A. Hynes

Title: President

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

SS:

STATE OF	Florida	}
		}
COUNTY OF	Broward	}

On this <u>19th</u> day of <u>August</u> , <u>2016</u> , before me personally			
came and appeared			
to me known, who, being by me duly sworn, did depose and say that he resides at 1925 NW 18 Street			
Pompano Beach, FL 33069, that he is thePresident			
of, the corporation described in			
and which executed the foregoing instrument; that he knows the seal of said corporation; that one of			
the impressions affixed to said instrument is an impression of such seal; that he is the proper official			
of said corporation designated to execute such contract, that he has authority so to do, that he			
executed same for and in behalf of said corporation, and this his act is the act and deed of said			
corporation.			

Witness my hand and official notarial seal at _ Por	npano Beach, Florida
19th of August 2016 the day and year above written.	
My Commission Expires: My Commission # FF910447 Expires November 21, 2019 FindaNoisryService.com	Notary Public

8.3 Performance and Payment Bond

Bonds to be inserted after execution and before notice to proceed

8.4 Notice of Award



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

July 13, 2016

Maurice A. Hynes, President Intercounty Engineering, Inc. 1925 NW 18th Street Pompano Beach, Florida 33069

Via Facsimile (954) 974-0042 and email: mahynes@intercountyengineering.com

Dear Mr. Hynes,

The City Commission, at their July 12, 2016 meeting, agenda item #20, approved award of a contract to your company for the following:

Bid E-31-16, Sanitary Sewer Manhole Rehabilitation

A representative of the Engineering Department will contact you to coordinate the completion of contract documents by your firm.

Please call me if you have any questions at (954) 786-4098. Thank you for your cooperation in this matter.

Very truly yours,

Jeff English Purchasing Agent

enclosure

cc: Alessandra Delfico, Civil Engineer III file 8.5 General Conditions

General Conditions of the Contract

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.
- 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 <u>all</u> 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 registered mail or other traceable delivery service to the last business address known to him who gives notice. Electronic, FAX or other telephonic transmission shall not 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 <u>Dollar Value/Time Graphs</u>: 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 ten (10) percent of the payment owed to the Contractor until fifty-percent (50%) completion of the Project. After fifty-percent (50%) completion is reached, the Owner will reduce the amount of retainage withheld from each subsequent progress payment to five percent.
- 11.01.01 Fifty-percent (50%) completion shall be defined in the Contract Documents. If not defined, fifty-percent (50%) completion shall be the point at which the Owner has expended fifty-percent (50%) of the total cost of the construction services purchased with all costs associated with existing change orders and any other additions or modifications to the construction services provided for in the Contract Documents.
- 11.01.02 After fifty-percent (50%) completion of the Project, the Contractor may present to the Owner an Application for Payment of up to one-half of the retainage retained by the Owner prior to the fifty-percent completion date. The Owner shall promptly make such payment unless the Owner has grounds for withholding the payment retainage as provided herein.
- 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.

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.

- 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:
 - 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. 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:

<u>JOB SITE OVERHEAD</u>, including supervision and the furnishing, use and maintenance of small tools and ordinary equipment incidental to and required for the work of <u>subcontractors</u> (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(c) below). There shall be no compensation for any non job site overhead, expenses or costs.

<u>PROFIT</u>, may then be added by the <u>subcontractor</u> 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 <u>OVERHEAD</u>, including general supervision and the furnishing, use and maintenance of small equipment incidental to and required for the Work of the <u>General Contractor</u> (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.

<u>PROFIT</u> may then be added by the <u>Contractor</u> 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 <u>all</u> change orders.
- 32.02.09 The total actual costs of materials, labor and equipment rentals may include the following only:
 - a. <u>Material costs</u> 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. <u>Labor costs</u> 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. <u>Rentals</u> 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 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 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 <u>and Owner</u> from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death <u>and property damage</u>, 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.
- 41.07 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.
- 41.08 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.
- 41.09 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.
- 41.10 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.
- 41.11 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 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. Specifically, the Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., 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; and
 - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
- 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.

8.6 Supplementary Conditions

SUPPLEMENTARY CONDITIONS

1. **RELEVANT PROJECT EXPERIENCE**

Bidders shall show specific project experience as a prime contractor for a minimum of three projects within the last three years of similar or greater complexity and construction cost. Reference contact information must be furnished for all projects claimed as relevant experience under this requirement including: Project Name and Number, the municipality or government agency for whom the project was done, total project cost, when the project commenced and was completed, project manager with phone number, whether or not there were any changes to the contract cost or time, a complete list of warranty items that required attention after the completion of the project.

8.7 Specifications

MANHOLE CLEANING

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. Furnishing materials and equipment for thoroughly cleaning manholes.
- B. Removing debris, grease and roots.
- C. Maintaining wastewater flow.

1.03 SUBMITTALS

A. The Contractor shall submit for review and approval information detailing the proposed equipment and materials to be used during this operation.

1.04 JOB CONDITIONS

- A. The work may require working in busy streets or in easement areas. The Contractor shall carry out his operations in accordance with all applicable OSHA regulations, including confined space entry requirements, as well as local, county, and state requirements, and in accordance with the right-of-way owner's approved MOT plan. In addition, the Contractor shall protect the public from harm while performing the work by using barricades, warning lights and other means as necessary.
- B. The Contractor must keep the Owner's field representative informed as to the location of the manhole cleaning operation at all times.
- C. The Owner's Representative must have full access to the manhole cleaning operation at all times.

PART 2 PRODUCTS

2.0 I CLEANING EQUIPMENT

A. High-Velocity Jet (Hydro cleaning) Equipment: All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

PART 3 EXECUTION

3.01 GENERAL

- A. Manhole cleaning shall remove foreign materials such as grit, soil, rocks, sand, grease, roots, wood, debris, rags, loose concrete, and bricks from the manhole walls, benches and inverts. Prior to cleaning, the contractor shall remove and plug all steps and flush valves. If existing services protrude into the manhole, the contractor shall saw the service two inches from the manhole wall before cleaning and lining. Cleaning shall be thorough and complete so as to be acceptable for inspection by the owner.
- B. There may be conditions where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the CONTRACTOR shall immediately notify the OWNER. If in the course of normal cleaning operations, damage does result from

preexisting and unforeseen conditions, the CONTRACTOR shall document the location and extent of such damage and notify the OWNER immediately.

C. The Contractor shall employ experienced personnel and technicians to operate the specified equipment.

3.02 CLEANING PREPARATIONS

A. Prior to cleaning, the CONTRACTOR shall install watertight plugs in the upstream sewer lines and a grit dam of suitable design and construction in the manhole invert to prevent all grit, stones, and other materials from being flushed downstream. When cleaning operations for each manhole are completed, the watertight plugs and grit dam shall be removed.

3.03 WATER SUPPLY

A. No water shall be taken from fire hydrants. The CONTRACTOR is responsible for obtaining a temporally meter and paying the required fees for water obtained from the City water system.

3.04 MANHOLE CLEANING

- A. The designated manholes shall be cleaned using high-velocity jet, or mechanically powered equipment. Selection of the equipment used shall be based on the conditions of the manhole at the time the Work commences. The CONTRACTOR shall be responsible for proper selection of equipment. The equipment and methods selected shall be satisfactory to the OWNER. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials from manholes.
- B. Manholes shall be cleaned so that grease, sludge, lose or other deleterious materials are not visible on walls or benches.
- C. All sludge, dirt, sand, rocks, grease, bricks and other solid or semisolid material resulting from the cleaning operation shall be removed at the manhole being cleaned. During cleaning operations, a suitable container shall be provided to receive materials removed. No sewage, sludge, solids, or other materials removed from the sewers shall be dumped or pumped into streets or ditches, catch basins, or other drains or sewers. Passing material from manhole cleaning into the downstream sewer, which could cause line stoppages, accumulation of sand in wet wells, or damage to pumping equipment, shall not be permitted.
- D. The contractor is responsible for make arrangements on where and when to dispose of debris. Contractors shall pay all cost associated in disposal.

3.05 MAINTAINING WASTEWATER FLOWS

A. Maintain wastewater flows.

3.06 DISPOSAL OF MATERIALS

A. All debris removed from the sewers shall be disposed of by the CONTRACTOR in such a manner and location in accordance with all state and local laws, ordinances or regulations. The contractor is responsible for make arrangements on where and when to dispose of debris. Contractors shall pay all cost associated in disposal.

3.07 INSPECTION ASSISTANCE

A. Provide assistance to the OWNER for inspecting cleaned manholes. Assistance shall include, but not be limited to removal and replacement of manhole covers, and other assistance as directed by the OWNER.

3.08 FINAL ACCEPTANCE

A. Acceptance of manhole cleaning may be made upon TV review and/or physical inspection of the cleaned manholes by the OWNER. If inspection of the OWNER shows the cleaning to be unsatisfactory, the CONTRACTOR shall re-clean the manholes until the cleaning is shown to be satisfactory with no additional Contract Time and at no cost to the OWNER.

3.09 MEASUREMENT AND PAYMENT

MANHOLE SEALING/GROUTING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnishing materials and equipment for sealing joints, cracks, holes, pipe connections, and similar defects in manholes
- B. B. Maintaining wastewater flow.

1.02 QUALITY ASSURANCE

- A. The CONTRACTOR or Subcontractor performing the manhole sealing work shall have the following minimum experience:
 - 1. Two (2) years using the methods, materials and equipment specified.
 - 2. Five (5) manhole sealing projects where repairs were performed using the same method and materials specified herein and where the work was inspected one (1) year after the work was completed and found to be satisfactory.
- B. Manhole sealing shall not be conducted at temperatures or conditions which are not consistent with the manufacturer's recommendations.
- C. C. Material Safety Data Sheets shall be submitted to the OWNER for all products prior to use.

1.03 RECORDS

A. The CONTRACTOR shall furnish records showing the exact location of manhole defects sealed.

1.04 OWNER FURNISHED MATERIAL

A. The OWNER shall furnish, at no cost to the CONTRACTOR, access to the site of Work, including locations of manholes.

1.05 SUBMITTALS

- A. The CONTRACTOR shall submit a schedule, methods, equipment and material specifications proposed for the work to the OWNER for approval.
- B. Submit detailed plans for maintenance of wastewater flows including pumps, plugs, pipe size, tank trucks, material, locations, calculations, noise control methods, etc., to the OWNER for approval.
- C. MSDS tor all compounds used.

1.06 JOB CONDITIONS

A. The work may require working in busy streets or in easement areas. The Contractor shall carry out his operations in accordance with all applicable OSHA regulations, including confined space entry requirements, as well as local, county, and state requirements, and in accordance with the right-of-way owner's approved MOT plan. In addition, the Contractor

shall protect the public from harm while performing the work by using barricades, warning lights and other means as necessary.

PART 2 PRODUCTS

2.01 SEALING MATERIALS

- A. Sealing material shall be a chemical grout with the following general characteristics:
 - 1. Able to react and cure in the presence of groundwater, while being injected.
 - 2. The sealant (grout) must prevent the passage of water through the manhole defect grouted.
 - 3. After curing, the material must remain flexible.
 - 4. The grout must be able to withstand freeze/thaw and wet/dry cycles without adversely affecting the seal.
 - 5. The sealant must not be biodegradable.
 - 6. The grout must be chemically stable and resistant to mild concentrations of acids, alkalis and organics found in normal sewage.
 - 7. Packaging of grout components must be compatible with field storage handling requirements and must provide for worker safety and handling.
 - 8. Mixing of the component materials must be field compatible and must not require precise measurements of the ingredients by field personnel.
 - 9. Cleanup must be accomplished without use of flammable or hazardous chemicals.
 - 10. Residual sealing materials must be easily removable from the sewer prevent reduction or blockage of the sewer flow.
 - 11. Sealant must meet the performance attributes of APWA "Assessment Sealants" published by EPA grant R806567-0 I.
 - 12. Controllable reaction time or ten (10) seconds to more than one (I) hour.
 - 13. Viscosity that can be adjusted to approximately one (I) centipoises or greater.
 - 14. Viscosity that remains constant throughout the induction period.
 - 15. Ability to tolerate some dilution and for the reaction to occur in moving water.
- B. Specific sealing materials shall be selected based on field conditions and manufacturers recommendations.
- C. Acrylamide base gel sealing material shall possess the following characteristics:
 - 1. A minimum of ten (10) % acrylamide base material by weight in the total sealant mix. A higher concentration (%) of acrylamide base material may be used to increase strength or offset dilution during injection.
 - 2. The ability to tolerate some dilution and react in moving water injection.
 - 3. A viscosity of approximately two (2) centipoises which can be increased additives.
 - 4. A constant viscosity during the reaction period.
 - 5. A controllable reaction time from ten (10) seconds to one (1) hour.
 - 6. A reaction (curing) which produces a homogeneous, chemically non-biodegradable, firm, flexible gel.
 - 7. The ability to increase mix viscosity, density, and gel strength by additives.

- D. Acrylic base gel chemical sealing materials shall possess the following properties and characteristics:
 - 1. A minimum of ten (10) % acrylic base material by volume in the total sealant mix. A higher concentration (%) of acrylic base material offset dilution during injection.
 - 2. The ability to tolerate some dilution and react in moving water during injection.
 - 3. A viscosity of approximately two (2) centipoises which can be increased with additives.
 - 4. A constant viscosity during the reaction period.
 - 5. A controllable reaction time from five (5) seconds to six (6) hours.
 - 6. A reaction (curing) which produces a homogeneous, chemically stable, nonbiodegradable, flexible gel.
 - 7. The ability to increase mix viscosity, density, and gel strength by the use of additives.
- E. Acrylate base gel chemical sealing materials shall possess the following properties and characteristics:
 - A minimum of twelve (12) % acrylate base material by weight in the total sealant mix. A higher concentration (%) of acrylate base material may be used to increase strength or offset dilution during injection. Note: if the acrylate base material is in a forty (40) % solution, it must comprise thirty (30)% by weight of the total sealant mix to have twelve (12)% base material.
 - 2. The ability to tolerate some dilution and react in moving water during injection using a low void packer.
 - 3. A viscosity of approximately two (2) centipoises which can be increased with additives.
 - 4. A constant viscosity during the reaction period.
 - 5. A controllable reaction time from ten (IO) seconds to one (l) hour.
 - 6. A reaction (curing) which produces a homogeneous, chemically stable, nonbiodegradable, flexible gel
 - 7. The ability to increase mix viscosity, density and gel strength by the use of additives.
- F. Urethane base gel chemical sealing material shall possess the following properties and characteristics:
 - 1. One (1) part urethane polymer thoroughly mixed with between five (5) and ten (10) parts of water by weight. The recommended mix ratio is one (1) part urethane polymer to 8 parts water (1 1% polymer).
 - 2. Liquid polymer having a solids content of 77% to 83%, specific gravity of 1.04 (8.65 pounds per gallon), and a flash point of 20 degrees r.
 - 3. A liquid polymer having a viscosity of 600 to 1200 centipoise at 70 degrees F that can be pumped through 500 feet of 2-inch hose with a 1,000 psi head at a flow rate of 1 ounce per second.
 - 4. The water used to re-act the polymer should have a pH of 5 to 9.
 - 5. A cure time of 80 seconds at 40 degrees F. 55 seconds at 60 degrees F, and 30 seconds at 80 degrees when 1 part polymer is reacted with 8 parts of water only. Higher water ratios give longer cure times.

- 6. A cure time that can be reduced to 10 seconds for water temperatures of 40 degrees F to 80 degrees F when 1 part polymer is reacted with 8 parts of water containing a sufficient amount of gel control agent additive.
- 7. A relatively rapid viscosity increase of the polymer/water mix. Viscosity increases from about O to 60 centipoises in the first minute for 1 to 8 polymer/water ration at 50 degrees F.
- 8. A reaction (curing) which produces a chemically stable and non-biodegradable, tough, flexible gel.
- 9. The ability to increase mix viscosity, density, gel strength, and resistance to shrinkage by the use of additives to the water.
- G. Urethane base foam chemical sealing material shall possess the following properties and characteristics:
 - 1. Approximately one (1) part of urethane polymer thoroughly mixed with one (1) part water by weight (50% polymer).
 - 2. Liquid polymer having a solids content of 82% to 88%, specific gravity of 1.1 (9.15 pounds per gallon), and a flash point of 20 degrees F.
 - 3. Liquid polymer having a viscosity of 300 to 500 centipoises at 72 degrees F that can be pumped through 500 feet of 2-inch hose with a 500 psi heat at a flow rate of 1 ounce per second.
 - 4. A cure time of 15 minutes at 40 degrees F, 8.2 minutes at 70 degrees F, and 4.6 minutes at 100 degrees F when the polymer is reacted with water only.
 - 5. A cure time of 5.5 minutes at 40 degrees F, 8.2 minutes at 70 degrees F, and 2.6 minutes at 100 degrees F. when the polymer is reacted with water containing 0.4% accelerator.
 - 6. During injection; foaming, expansion, and viscosity increase occur.
 - Physical properties of the cured foam of approximately: 14 pounds per cubic foot density, 80 to 90 psi tensile strength, and 700% to 800% elongation when a mixture of 50% polymer and 50% water undergoes a confined expansion to five times its initial liquid volume.
- H. Chemical grout shall have documented similar usage with satisfactory performance of over two (2) years. Documentation shall be provided to prove successful use of grout references, test data, etc. or systems installed two (2) years or more.

2.02 EQUIPMENT

- A. Equipment: The basis equipment consists of chemical grout pumps, grout containers, injection packers, hoses, valves, and all necessary items and tools required to seal manholes. The chemical grout pumps are equipped with pressure gauges that provide for mortaring pressure during the injection of the chemical sealants. When necessary, bypass lines equipped with pressure regulating bypass valves are incorporated into the pumping system to limit injection pressure.
- B. Where approved by the engineer to seal small isolated leaks, AV-202Multigrout (Avanti onepart urethane; water activated) or equal may be hand applied using "caulking" type devices.

PART 3 EXECUTION

3.01 CLEANING AND INSPECTING

A. Manholes to be sealed shall be cleaned.

3.02 SAFETY HANDLING OF CHEMICAL GROUT

A. Mixing and handling of the chemical grout may be toxic by passing through unbroken skin, by inhalation of dust or droplets of the materials or by swallowing. Therefore, mixing, handling and pumping of the chemicals shall be done by personnel thoroughly familiar with the handling of the chemicals involved. All chemicals shall be subject to the approval of the OWNER.

3.03 SEALING DEFECTS

- A. General: The sealing equipment shall not damage the manhole, or cause settlement, assuming the manhole is structurally sound. Sealing equipment shall consist of two separate pumping systems capable of supplying an uninterrupted flow of sealing materials to completely fill the voids.
- B. Procedure: Repair shall be by the plastic-injection method, accomplished by forcing chemical sealing materials into or through the faulty joints or cracks.
- C. Method of Repair:
 - 1. Sealant materials shall be pumped into cracks and openings in the manhole walls at controlled pressures which are in excess of groundwater pressures. The pumping equipment shall be designed so that proportions and quantities of materials, and pressures for materials and sealing can be instantly regulated in accordance with the type and size of the leak, and the rate of flow of the scaling solution in relation to the back pressures.
 - 2. Chemicals shall be mixed in proportions so that an adequate reaction of "gel" time is allowed.
 - 3. Manhole sealing procedure: At each point of infiltration within the manhole structure, a hole is drilled from inside the manhole which extends through the manhole wall. In cases where there are several leaks around the circumference of the manhole, fewer holes may be drilled, providing all leakage is stopped. Grout packers or sealant injection devices are placed into the holes. A hose or hoses are attached to the injection device from a chemical grout pump. Chemical sealing materials as specified are then pumped until material refusal is indicated on the pressure gage (by an increase of pressure) or a predetermined quantity of sealant has been injected. Care must be taken during the pumping operation to ensure that excessive pressures do not develop and cause damage to the manhole structure. Upon completion, the holes are removed and the remaining holes filled with non-shrink patching mortar and troweled flush with the surface.

3.04 GUARANTEE

- A. All sealing work performed 011 manhole defects shall be guaranteed against faulty workmanship and materials for a period of one year or through the next year's high groundwater season, whichever is longer.
- B. During the following year's high groundwater season, provided it is at least 6 months after completion of the work, the OWNER shall select manholes to verify compliance with the guarantee.

C. The CONTRACTOR shall reseal the defects selected by the OWNER to verify compliance with the guarantee. Any defects needing to be repaired shall be re-sealed at no cost to the OWNER.

MANHOLE LINER

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnishing materials and equipment for complete manhole rehabilitation by approved methods specified herein.
- B. Rehabilitation of manholes.
- C. Controlling sewage flow.
- D. All work shall comply with these Specifications and the specified product manufacturer's recommendations.

1.02 RELATED WORK

- A. Sewer Cleaning
- B. Sewer Sealing/Grouting

1.03 QUALITY ASSURANCE

- A. Manhole line design Requirements: Rehabilitation of existing manholes with the installation of new liner systems shall be designed to meet the following design criteria:
 - 1. The lined manhole shall have a smooth "brushed finish" interior surface.
 - 2. The liner system shall prevent any infiltration of groundwater or exfiltration of wastewater.
 - 3. The completed liner installation of the manhole shall stop gas deterioration of the existing manhole and provide a permanent joint less corrosion barrier from the bottom of the manhole frame to the pipe invert, including the bench. The completed liner shall be impervious to sulfuric acid attack resulting from hydrogen sulfide oxidation.

1.04 JOB CONDITIONS

- A. Existing Conditions: It shall be the Contractor's responsibility, in consultation with the OWNER, to determine the condition of the manholes prior to choosing a rehabilitation method.
- B. The work may require working in busy streets or in easement areas. The Contractor shall carry out his operations in accordance with all applicable OSHA regulations, including confined space entry requirements, as well as local, county, and state requirements, and in accordance with the right-of-way owner's approved MOT plan. In addition, the Contractor shall protect the public from harm while performing the work by using barricades, warning lights and other means as necessary.

1.06 WARRANTY

A. The Contractor shall provide a written, unconditional, five (5) year, non-prorated warranty of the completed manhole liner. The warranty shall cover all labor and material for correcting defects in the liner system, including infiltration, surface cracking, leaking, seepage, pin

holes, delamination of liner, and deterioration of the manhole or liner caused by exposure to hydrogen sulfide gas (H2S).

B. Before the end of the five (5) year warranty period, the owner shall inspect a minimum of 20 percent of the manholes repaired under this contract. The Contractor will be required to repair all visible leaks, cracks, and other deficiencies at no expense to the owner.

1.07 QUALIFICATIONS

- A. The Contractor installing the manhole liner shall be fully qualified, have a minimum of two (2) years' experience applying the specified product and be equipped to complete this work expeditiously and in a satisfactory manner. The Contractor shall submit the following information to the OWNER for review and approval:
 - 1. The number of years of experience in performing this type of specialized work.
 - 2. Name of the liner system manufacturer and supplier for this work and previous work listed below. The Contractor shall be an approved installer as certified and licensed by the manufacturer or supplier.
 - 3. A list of Public Entity clients for which the Contractor has performed this type of work. a. The list shall contain names and telephone numbers of persons who can be called to verify previous satisfactory performance.

b. Installation dates and a description of the actual work performed.

PART 2 - PRODUCTS

2.01 PURE-FUSED CALCIUM ALUMINATE LINING

- A. Calcium aluminate mortar with pure-fused calcium aluminate cement and pure-fused calcium aluminate aggregate, Only **SewperCoat or Refratta HAC 100 are approved products** The material shall be spray applied in accordance with the manufacturer's specifications.
- B. The material shall be prepackaged from the manufacturer so as not to require field mixing of mortar and aggregate to obtain recommended composition.
- C. The material shall be designed for use in a severe hydrogen sulfide (fhS) environment, to resist biogenic (microbiologically induced) corrosion.
- D. Contractor shall provide documentation that the material has a minimum two (2) year history in the rehabilitation of sanitary sewer manholes.

2.02 CHEMICAL GROUT FOR MANHOLE SEALING

A. Chemical grout used for manhole sealing shall be in accordance with the specifications for sealing materials

2.03 PATCHING MATERIAL

A. Patching material for filling voids shall be designed for filling voids and repairing manhole inverts.

PART 3 - EXECUTION

3.01 MAINTAINING WASTEWATER FLOWS

A. All wastewater flows shall be maintained.

- 3.02 MANHOLE SEALING WITH CHEMICAL GROUT
 - A. Seal manhole infiltration leaks.
- 3.03 PREPARATION FOR MANHOLE LINING

- A. Remove Existing Manhole Liner Prior to Lining: At locations designated by the Owner, the Contractor shall remove the failed existing manhole liner (e.g. bag liner, epoxy liner, fiberglass liner) using such tools and equipment as required. Removal of the existing liner shall be performed in such a manner that the structural integrity of the manhole is in no way compromised. No material removed shall be allowed to enter the sanitary sewer system, but shall be removed in an approved manner.
- B. Preparing Existing Manhole: The manholes selected for lining shall be pressure blasted to remove all dirt, grease, sand and surface contaminants on the walls and bench leaving a clean, wet or dry surface. Condition of the manhole may require the use of a 10% solution of muriatic acid over all surfaces or the use of a detergent. If an acid or detergent solution is used, the surface shall be thoroughly rinsed and neutralized prior to the installation of the liner system.
- C. Prior to application of the liner system, all visible infiltration through the manhole shall be stopped as needed to ensure proper application of the lining material.
- D. All large voids shall be patched and the manhole flow channel shall be covered prior to lining application.
- E. Preparing Bench: Remove all loose grout and rubble in the existing channel and bench area. Rebuild channel if required by reshaping to align inflow and outflow in such a manner as to prevent the deposition of solids at the transition point while following the grades of the pipe entering the manholes. All visible leaks shall be plugged with an approved water stop. Hand line bench with same materials as used on wall surfaces.
- F. Invert Reconstruction:
 - 1. At each manhole so designated by the OWNER, the Contractor shall reconstruct the manhole invert and bench to repair a deteriorated condition or to meet the new pipe elevations indicated on the plans.
 - 2. Should a new pipe or liner connection be scheduled for the sewer entering the manhole, all work on that item shall be completed prior to final coating of the bench and invert pipes with an approved sealing compound. The sealer shall cover the entire bench and invert area and shall overlap the pipe invert at least 6-inches. The application and thickness shall be a recommended by the manufacturer or as directed by the OWNER. The Contractor shall clean the manhole invert, bench and lower two feet of walls of all debris, sludge and dirt. No material removed shall be allowed to enter the sanitary sewer system, but shall be removed in an approved manner.
 - 3. Should the existing invert have broken pipe material, the pipe material shall be removed. The new invert and bench shall be formed by concrete, brick and mortar and new pipe sections shaped to the new invert elevations as shown on the plans. The intent is to have a properly shaped invert to replace the existing deteriorated bench and invert. The Contractor shall remove existing bench and manhole wall material only to the degrees necessary for proper installation of the new bench and inverts, and shall not cause any damage to the manhole.
 - 4. Minor invert repair shall be cleaning, patching, and reshaping of an existing invert.
 - 5. Major invert repair shall be total repair and/or replacement of an existing invert.

3.04 INSTALLATION OF CALCIUM ALUMINATE LINING

- A. Spray Application: The pure-fused calcium aluminate liner system shall be mixed and applied in strict accordance with the manufacturer's written instructions using only manufacturer approved equipment. This shall include the preparation, installation, curing and finish operation required for the completion of the manhole rehabilitation process.
- B. Wet Gun: The material shall be spray applied directly to the damp manhole surface in a two (2) coat application. The material shall be troweled smooth after each coat. The material shall completely cover the interior surface of the manhole from the frame to the invert with a minimum thickness of 1-1/2-inch. A "brushed" finish shall be applied to the second coat after troweling.

C. Curing: The material shall be cured in strict accordance with the manufacturer's instructions. 3.05 FIELD QUALITY CONTROL

- A. Leakage Testing: Within one day of installation of the liner, the CONTRACTOR and the OWNER shall observe the manhole for infiltration. A satisfactory installation will show zero infiltration for the full depth of the manhole.
- B. Warranty: Any observed leakage that occurs during the warranty period shall be stopped by the use of the liner material manufacturers approved repair method. The repair shall be performed by the CONTRACTOR at his expense. A new warranty period on the repaired manhole shall begin on the date of the repair.

MAINTAINING WASTEWATER FLOWS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall furnish all labor, materials, equipment and incidentals necessary to maintain wastewater flows during construction.
- 1.02 JOB CONDITIONS
 - A. The work may require working in busy streets or in easement areas. The Contractor shall carry out his operations in accordance with all applicable OSHA regulations, including confined space entry requirements, as well as local, county, and state requirements, and in accordance with the right-of-way owner's approved MOT plan. In addition, the Contractor shall protect the public from harm while performing the work by using barricades, warning lights and other means as necessary.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 FLOW MAINTENANCE

A. Pumping and Bypassing or Tanker Truck Hauling as Required: The CONTRACTOR shall maintain the existing flows in the sewer system through by-pass pumping or tanker truck hauling around the affected pipe sections. The maintenance of wastewater flow consisting of pumps, conduits, tank trucks, and other equipment shall be of sufficient capacity to handle existing flow, plus additional flow that may occur during rainfall. Surcharging the upstream

gravity sewer lines and manholes will not be allowed unless authorized by the Owner. If pumping is required, engines shall be equipped in a manner to keep noise to a minimum. Pump engines should be sound attenuated to approximately 72db at a distance of 30ft.

- B. Flow Control Precautions: When flow in a sewer line is plugged, blocked, or bypassed, sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to insure that sewer now control operations do not cause flooding or damage to public or private property being served by the sewers involved.
- C. Flow Maintenance Plan: A Wastewater Flow Maintenance Plan shall be submitted and approved by the OWNER prior to execution of the work.
- D. Public Notice: For Manhole Lining, the Contractor shall be responsible for contacting each building owner (and tenant) having a lateral service connected to the manhole. A minimum of two (2) days prior notice of the work must be given. During execution of the work, the Contractor shall be responsible for cleanup, repair, and property damage resulting from a sewer back-up.

8.8 Addenda



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

May 9, 2016

ADDENDUM #1, Bid E-31-16

SANITARY SEWER MANHOLE REHABILITATION

To Whom It May Concern,

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: Is it possible to add Bid items for Bypass pumping and Vactor truck usage as it pertains to items 8-10 (Wet Well Coating)? The size, type, and duration of pumping will depend on the influent lines and the rates of flow associated with same. Example:

By pass Pumping < 6" /5 days / Unit cost per day / Extended total By pass Pumping > 6" /5 days / Unit cost per day / Extended total Vactor truck / 15 hours / Unit cost per hour / Extended total

Response: Line items for by-pass pumping and vactor truck have been added to the proposal page. Substitute page 16 with the attached.

Q2: The specs call for Sewerpercoat to be applied as the product for manhole lining. Please consider the attached product to be used as an equal?

Response: At this time only the two products listed will be allowed. If a new product would like to be considered in the future, they will be required to follow the procedures for evaluation new items and meet all the requirements. When we have product tested, we require a minimum one year burn-in period from installation in **our system** at 100% vendors expense. Also prior to any testing we require them submit spec's, MSDS, and all other pertinent information related to their product, along with the insurance that is needed. As with any product we look at what is the best interest for the City of Pompano Beach.

http://pompanobeachfl.gov/assets/docs/pages/utilities/Procedures_for_Evaluating.pdf

Q3: We submit the specifications for the StrongSeal product for this project. We have attached the specification sheet for this product which meets or exceeds those already listed in the bid specifications.

Response: Sewpercoat or Refratta HAC 100 are the only two approved products that are allowed in our system. Utilities Department has Procedures for Evaluating New

Items. Contractors who are interested in partnering with the Utilities Department are welcome to submit to the standard process located on the Utilities Department's website for future work.

Q4: Please consider our Mainstay ML-PF, 100% Pure Fused Calcium Aluminate Mortar as an equal to SewperCoat. We offer a 10 year warranty on this product. Our Certified Applicator is in Sunrise and has been installing our products for over 25 years.

Response: See responses for Q2 and Q3.

Addendum #1 is posted on the City's website: <u>http://pompanobeachfl.gov/index.php/pages/purchasing/purchasing</u>. Bidders must submit their bid with the revised information. Acknowledge receipt of this addendum according in the section provided on Page 14 of the Bid document.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, <u>has been extended to 2:00 p.m. (local)</u>, <u>May 16, 2016.</u> The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English Purchasing Agent

website CC: file

ltem	Description	Quantity	Unit	Unit price	Amount
1	Mobilization	1	LS		\$
2	MOT FDOT Roadway	5	EA	\$	\$
3	MOT County Roadway	15	EA	\$	\$
4	MOT Local Roadway	88	EA	\$	\$
5	Manhole 4' Diameter w/coating	1050	VF	\$	\$
6	Manhole 5' Diameter w/coating	15	VF	\$	\$
7	Manhole 6' Diameter w/coating	15	VF	\$	\$
8	Wetwell 8' Diameter w/coating	15	VF	\$	\$
9	Wetwell 10' Diameter w/coating	15	VF	\$	\$
10	Wetwell 12' Diameter w/coating	15	VF	\$	\$
11	Invert/Bench Repair	20	EA	\$	\$
12	Sandblasting	55	EA	\$	\$
13	By-pass pumping < 6"	5	DA	\$	\$
14	By-pass pumping > 6"	5	DA	\$	\$
15	Vactor Truck	15	HR	\$	\$
16	Indemnification	1	LS		\$10.00
	GRAND TOTAL			\$_	
	LS = Lump Sum EA = Each				

VF = Vertical Foot

DA = Days

HR = Hours



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

May 11, 2016

ADDENDUM #2, Bid E-31-16

SANITARY SEWER MANHOLE REHABILITATION

To Whom It May Concern,

Please review the following inquiry submitted by potential bidders, and the response from the City.

Q1: When checking the bid, we noticed that Page 77 paragraph 3.04.B indicates the liner should be a minimum of 1-1/2 inches. We are just double checking the thickness as it is thicker than normal for a manhole.

Response: Please change minimum thickness language on page 77 paragraph 3.04.B from 1-1/2" to 1/2".

Addendum #2 is posted on the City's website:

http://pompanobeachfl.gov/index.php/pages/purchasing/purchasing. Bidders must submit their bid with the revised information. Acknowledge receipt of this addendum according in the section provided on Page 14 of the Bid document.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is <u>2:00 p.m. (local), May 16, 2016.</u> The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English Purchasing Agent

cc: website file 8.9 Contractor's Bid pages

BID PROPOSAL

PROJECT IDENTIFICATION

Project Name: Sanitary Sewer Manhole Rehabilitation, Annual Contract

CORY

Bid Number: E-31-16

THIS BID IS SUBMITTED TO

OWNER: City of Pompano Beach, Florida

Address: 1190 N. E. 3rd Avenue, Building C, Pompano Beach, Florida 33060

BIDDER-COMPANY NAME

Name: Intercounty Engineering, Inc.

Address: _ 1925 NW 18 Street

Pompano Beach, FL 33069

NAME OF PERSON TO CONTACT FOR ADDITIONAL INFORMATION ON THIS BID

Name & Title: Maurice A. Hynes, President

Telephone Number: (954) 972-9800

Fax Number: (954) 974-0042

Email: mahynes@intercountyengineering.com

Date: 05/11/16

- 1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for ninety (90) Days after the Bid Opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by Bidding Requirements within ten (10) days after the date of OWNER'S Notice of Award.
- 3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date		Number
05/09/16	 Addendum 1	· · · ·
05/11/16	 Addendum 2	

- B. BIDDER 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.
- C. BIDDER has studied carefully all reports and drawings of physical conditions which are identified in the bid.
- D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (C) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Contract Price within the Contract Time and in accordance with the other terms and conditions, tests, reports or similar information or data are or will be required by BIDDER for
- E. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing site conditions and assumes responsibility for such. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said site are or will be required by Bidder in order to perform and furnish the Work at Work Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents.
- F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- G. BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Bidder.
- H. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or

corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidding or over OWNER.

4. BIDDER agrees that the construction of the Project will be substantially complete within <u>365</u> calendar days after the date when the Contract Time commences to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment within <u>365</u> calendar days after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

- 5. BIDDER agrees that all Federal, State and local sales and use taxes are included in the stated bid prices for the Work.
- 6. BIDDER further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit prices (if applicable) represent a true measure of the labor, materials, equipment and any other incidentals required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

7. **BID PROPOSAL**

For the following, furnish all tools, materials, labor and any other incidentals required for the rehabilitation of sanitary sewer manholes, as needed throughout the City of Pompano Beach, on an annual basis as specified herein:

(The rest of the page has been left blank intentionally.)

ltem	Description	Quantity	Unit	Unit price	Amount
1	Mobilization	1	LS		\$ <u>10,000.00</u>
2	MOT FDOT Roadway	5	EA	\$ 400.00	\$ 2,000.00
3	MOT County Roadway	15	EA	\$ 250.00	\$ 3,750.00
4	MOT Local Roadway	88	EA	\$ 160.00	\$ <u>14,080.00</u>
5	Manhole 4' Diameter w/coating	1050	VF	\$ 140.00	\$ <u>147,000.00</u>
6	Manhole 5' Diameter w/coating	15	VF	\$ 160.00	\$ 2,400.00
7	Manhole 6' Diameter w/coating	15	VF	\$ <u>180.00</u>	\$ 2,700.00
8	Wetwell 8' Diameter w/coating	15	VF	\$ <u>195.00</u>	\$ 2,950.00
9	Wetwell 10' Diameter w/coating	15	VF	\$ 210.00	\$ 3,150.00
10	Wetwell 12' Diameter w/coating	15	VF	\$ <u> 225.00</u>	\$_3,375.00
11	Invert/Bench Repair	20	EA	\$ <u>100.00</u>	\$ 2,000.00
12	Sandblasting	55	EA	\$ 300.00	\$ 16,500.00
13	By-pass pumping < 6"	5	DA	\$ 698.00	\$ 3,490.00
14	By-pass pumping > 6"	5	DA	\$ 977.00	\$ 4,885.00
15	Vactor Truck	15	HR	\$ 345.00	\$ 5,175.00
16	Indemnification	1	LS		\$ <u>10.00</u>
	GRAND TOTAL			\$_	223,445.00
	LS = Lump Sum EA = Each VF = Vertical Foot				

VF = Vertica DA = Days HR = Hours

8. The above includes all the necessary excavation, backfill, grading, restoration, and removal of materials attendant upon the construction of the work, complete in place, and the disposal of all excess materials, and the final cleaning up of the work.

DATE 05/11/16	BIDDER: Inter	rcounty Engineering, Inc.	
	(Corp	ooration Name) (Partnership Name) (Trade Name)	
BY: Maurice A. Hynes, Preside	nt		
Name & Title of Signer			-
hid	7		
Manual Signature U		·	-
Company Name:Intercounty	Engineering, Inc.		
Company Address:	18 Street		-
Pompano	Beach, FL	(Zip)33069	
Telephone #: (954)	972-9800		
Facsimile #: (954)	974-0042	· .	,
Federal I.D. #65-0495335	****	·	
State of Florida Contractor's	icense #CGC04	45288	
Broward County Certificate o Expiration Date:	f Competency #:		

9. At the preconstruction conference, the BIDDER shall submit a complete detailed schedule of shop drawing submittals which will show lead time for:

Date of Planned submittal. Date of anticipated receipt of review (usually three weeks after submittal). Delivery lead time. Anticipated installation date.

10. Qualifications Of Bidders

To demonstrate qualifications to perform the Work, and to be considered for award, each Bidder must submit written evidence, such as previous experience, present commitments and other such data as may be called for below (or in SUPPLEMENTARY CONDITIONS). Each Bid must contain evidence of Bidder's qualification to do business in the State where the Project is located or covenant to obtain such qualification prior to executing the Agreement.

10.1	How many years has your organization been in business as a General Contractor? 22 years
10.2	What is the last project of this nature that you have completed? City of Hollywood Dixie Corridor
10.3	Have you ever failed to complete work awarded to you? If Yes, where and why? No
10.4 Project	List all work performed over the last year. See attached Work Experience
Owner	's Name
Owner	's Address
	
Phone 1	Number
Nature of	of Work
Original	Contract Completion Time (Days)
Original	Contract Completion Date
Actual F	inal Contract Completion Date
Original	Contract Price
Actual Fi	nal Contract Price
(Attach a	dditional information as required)
10.5 Li	st all work of similar type, complexity, and comparable value over the past five (5) years and of work performed. (Attach additional information on separate sheet)
	See attached Work Experience
Owner's N	Jame
Owner's A	Address

Phone Number				
Original Contract (Completion Time (Day	ys)		
Original Contract (Completion Date			
Actual Final Contra	act Completion Date _			
Original Contract P	rice			
Actual Final Contra	ict Price			
10.6 The following	ng are names as three	(3) individuals or corpor as references, excluding th	notions for and it 1	
NAME	ADDRESS	TELEPHONE	CONTACT PE	ERSON
City of Delray Beach	134 S. Swinton Avenue, De	elray Beach, FL (561) 243-730	9 Scott Soloman	
City of Deerfield Beach	401 SW 4 Street, Deerfiel	ld Beach, FL 33441 (954) 480	-4418 Fred Scott	
City of Hollywood 2600	Hollywood Boulevard, Hol	llywood, FL 33020 (954) 921-3	3930 Jeff Jiang	
		the proposed work and	······	te plan for it
Yes				
10.8 Will you sub-		is work?		No
If Yes, list all proposition for this project. The	sed subcontractors to successful Bidder sha	be used on this project if all submit a COMPLETE rs prior to execution of the	the Bidder is awarded	1.4.
CLASSIFICATION OF WORK	NAME AND OF SUBCON			
	·			

(Submit any additional contractors to be used on a separate sheet.) 68

10.9 The following information shall be provided for this project:(a) Estimated to a tage
(a) Estimated total construction manhours700
(b) Percent manhours to be not
 (b) Percent manhours to be performed by Contractor's permanent staff 100% (c) Percent manhours to be a final field of the staff 100%
build is to be performed by direct him and the
(d) Percent manhours to be performed by Subcontractors
11.0 What equipment do you own that is available for the proposed work?
11.1 What equipment will you rent for the proposed work? None
11.2 What equipment will you purchase for the proposed work?
12. Conflict Of Interest
For purposes of determining any possible conflicts 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 an owner officer of their business.
person(s) names and position(s) with your business
Yes Name(s) and Position(s) NoX
(Note: If answer is "yes", you must file a statement with the supervisor of Elections, pursuant to Florida Statutes 112.313).

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Page 20

13. If the BIDDER is:

<u>An Individual</u>

	Ву	
	doing business as (Individual's Name)	(SEAL)
	Business address:	
] -	Phone No.:	
<u>A Partne</u>	ership	
E _	Зу	(SEAT)
	(Firm Name)	(SEAL)
-	(General Partner)	·····
B 	usiness address:	
P]	hone No.:	
<u>A Corpor</u>	ation	
B	Intercounty Engineering, Inc.	
	(Corporation Name)	
Ву	(State of Incorporation)	
	Maurice A. Hynes (Name of Person Authorized to sign)	
	President	
(Co	Orporate Seal) (Title)	· · · · · · · · · · · · · · · · · · ·

Attest	INDX
	(Secretary)
Business address:	1925 NW 18 Street
	Pompano Beach, FL 33069
Phone No.:	(954) 972-9800
t Venture	
Ву	
	(Name)
	(Address)
Ву	
<u></u>	(Name)
	(Address)

(Each joint venturer must sign. The name for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION
BID BOND

STATE OF FLORIDA

SS

)

)

KNOW ALL MEN BY THESE PRESENTS, that we, _INTERCOUNTY ENGINEERING, INC.

as principal, and

HARTFORD CASUALTY INSURANCE COMPANY

hereinafter called Surety, are held and firmly bound unto The City of Pompano Beach, Pompano Beach, Florida, a political subdivision of the State of Florida, and represented by its City Commission hereinafter called OWNER, in the sum of <u>Five Percent of Bid Proposal Submitted</u> <u>Dollars</u> (\$ <u>5%</u> <u>Dollars</u>) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigned, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

(Bid Name) SANITARY SEWER MANHOLE REHABILITATION - ANNUAL CONTRACT

PROJECT NO. E-31-16

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that is the Principal within 10 consecutive calendar days after written notice of such award being given to Principal, enters into the contract to such award and gives a Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; in the event of the failure of Principal to enter into such contract and bond, the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay the sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the	said	INTERCOUNTY EN	GINEERING, INC.		
as Principal herein, has caused				ov its	
and attested by	/ its			under its some	
and the said	TY INSURAI	NCE COMPANY		under its corpo	rate seal
its Attorney-In-Fact	as Sur	ety herein, has	caused these pre	sents to be signed in its r	name by
under its corporate seal, this	6th	day of	Мау	A.D	(year)
Signed, sealed and delivered in the presence of: As to Principal Called Pay (Principal - By:	ENGINEERING, INC.	
	F	END OF SECT	ION		

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POWER OF ATTORNEY

Direct Inquiries/Claims to: THE HARTFORD BOND, T-4 One Hartford Plaza Hartford, Connecticut 06155 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 21-229752

X	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X	Hartford Casualty insurance Company, a corporation duly organized under the laws of the State of Indiana
X	Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Charles J. Nielson, Mary C. Aceves, Charles D. Nielson, Joseph Penichet Nielson, David R. Hoover

of Miami Lakes, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by 🖾, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling, Assistant Secretary

STATE OF CONNECTICUT -

ss. Hartford

COUNTY OF HARTFORD

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Kathleen T. Maynard Kathleen T. Maynard Notary Public My Commission Expires July 31, 2016

M. Ross Fisher, Vice President

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May: 6, 2016 Signed and sealed at the City of Hartford.



Intercounty Engineering Inc.



1925 NW 18th Street, Pompano Beach, Florida 33069 Phone: 954-972-9800 Fax: 954-974-0042

****Current Projects****

Project: WWRF Injection Pump Station

Job Description: Remove and install a new pump, new VFDs and new check valves at the Wastewater Reclamation Facility.

Owner: City of Miramar Water Utilities Dept

Contract amount: \$531,048.00

Engineer: Dept of Utilities Miramar Stephen Glatthorn 13900 Pembroke Road Miramar, FL 33027 (954) 883-5845

Anticipated Completion date: August 2016.

Project: <u>NRWTP Chlorination</u> <u>Modifications</u>

Job Description: Construction, furnishing and installation of 2 Sodium Hypochlorite systems and the demolition of existing designated chlorification system components, structural elements, electrical, instrumentation and control components and other associated appurtenant work.

Owner: Broward County Water and Wastewater Services

Contract amount: \$1,915,829.00

Engineer: Hazen & Sawyer Env. Eng. 4000 Hollywood Blvd. 750N North Tower Hollywood, FL (954) 987-0066

Anticipated Completion date: July 2016.

Project: SRWRF Headworks Bypass

Job Description: Construction of influent bypass piping (30" & 36") around the Pretreatment building at South Regional Facility, install bar screen assemblies and provide improvements at the Aereation Basins and Parshall Flumes.

Owner: Palm Beach County Water Utilities Department

Contract amount: \$1,930,000.00

Engineer: Hazen & Sawyer Env. Eng. 2101 Corporate Boulevard Boca Raton, FL 33431 (561) 997- 8070

Anticipated Completion date: June 2016

Project: <u>Cairo Lane & NW 127 St</u> <u>Roadway Improvements</u>

Job Description: Design-build. New roadways for Cairo Lane & NW 127 Street. Providing new drainage system, new sanitary sewer system and new water distribution system. HDD, water connections and connections to existing sanitary system.

Owner: City of Opa Locka

Contract amount: \$5,110,452.00

Engineer: SSN Engineering Inc. 1925 NW 18 Street #30 Pompano Beach, FL 33069 (561) 232-3220

Anticipated Completion date: December 2016.

*** COMPLETED PROJECTS ***

Project: <u>Springtree Wellhead Design for</u> <u>Wells S-10R, S-11R, S-12R and S-18R</u>

Job Description: Demolition of existing wellheads and appurtenant facilities at Wells S-10, S-11, S-12 and S-18, as well as the contruction of slabs on grade, wellheads, submersible pump/motor installation, installation of electrical and instrumentation/control systems. Connection of each well to existing raw water piping, relocation of existing facilities, etc.

Owner: City of Sunrise

Contract amount: \$1,641,800.00

Engineer: Arcadis 2081 Vista Parkway, Ste. 305 West Palm Beach, FL 33411 (561) 697- 7000

Anticipated Completion date: December 2015

Project: Cooper City Lift Station #07

Job Description: Replacement of Lift Station #07 located in the City of Cooper City.

Owner: City of Cooper City

Contract amount: \$447,710.00

Engineer: CH2MHill 550 W Cypress Ck Road Ft Lauderdale, FL Diana-Flore Merisier P.E. (954) 513-1527 ext 51254

Anticipated Completion date: November 2015.

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Project: <u>Broward County Facilities</u> <u>Maintenance</u> **Job Description:** Year contract to clean, inspect and repair water control district facilities.

Owner: Broward County

Contract amount: \$1,700,400.00

Engineer: Water & Wastewater Services Broward County 2555 W. Copans Rd, Pompano Beach, Fl 33069

Anticipated Completion date: October 2015

Project: <u>Pump Station #11B Rehabilitation</u> and <u>Upgrades</u>

Job Description: Rehabilitation and Upgrades being made to Pump Station #11B located in the City of Opa-Locka.

Owner: City of Opa-Locka

Contract amount: \$387,305.00

Engineer: City Engineer 3400 NW 135th Street Opa-Locka, FL 33054 Maqsood Mohammad Nasir (305) 953-2868

Anticipated Completion date: January 2015

Project: <u>NRWWTP Screening Bldg Gates</u> <u>& LS Force Main</u>

Job Description: Replacement of the screening building gates and Lift Station Force Main modifications.

Owner: Broward County

Contract amount: \$1,269,165

Engineer: Hazen & Sawyer Env. Eng. 4000 Hollywood Blvd. 750N North Tower Hollywood, FL (954) 987-0066

Anticipated Completion date: February 2015

Project: Pump Station #127 Upgrades

Job Description: Upgrades being made to Pump Station #127 located in the City of Hialeah.

Owner: City of Hialeah

Contract amount: \$298,430.00

Engineer: Hazen & Sawyer Env. Eng. 4000 Hollywood Blvd. 750N North Tower Hollywood, FL (954) 987-0066

Completion date: October 2014

Project: <u>Grid Removal in Oxygenation</u> <u>Trains</u>

Job Description: Removal and disposal of grid, sand, floatables, and debris from oxygenation trains No. 3, 4 and 5.

Owner: City of Hollywood

Contract amount: \$698,809.00

Engineer: City of Hollywood. Engineering & Construction Services Division PO Box 229045 Hollywood, FL (954) 921-3930

Completion date: September 2014.

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Project: <u>Rehabililitation of Lift Stations</u> <u>#9, 28, 29 and 53</u>

Job Description: Rehabilitation of Lift Stations #9, 28, 29 and 53.

Owner: City of Deerfield Beach 401 SW 4th Street Deerfield Beach, FL 33441

Contract Amount: \$393,565.00

Engineer: City Engineer 954-410-4336

Completion date: July 2014

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Project: <u>Rehabilitation of Lift Stations</u>

Job Description: Rehabilitation of Lift Stations 11B, 11C, 12D, 12E, 13A, 13B, 13C, 13D and 4 Grinder Stations located in Coral Springs.

Owner: City of Coral Springs

Contract Amount: \$1,360,380.00

Engineer: Eckler Engineering, Inc. 4700 Riverside Drive Coral Springs, FL 33067 954-510-4700

Completion date: May 2014

Project: Imperial Point Water Main

Job Description: Installation of 4,660 LF of 16' Ductile Iron Pipe water main and connections to existing water mains installation of 1, 100 LF of 24' directional drill that includes a 24' HDPE SDR-13.5 IPS black casing pipe and a 16" HDPE SDR-11 DIPS Blue Stripe Water Main, asphalt restoration, striping and signs per Broward County Minimum standards.

Owner: City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301

Contract Amount: \$1,561,900.00

Engineer: Keith & Schnars, P.A. 6500 N. Andrews Avenue Fort Lauderdale, FL 33309

Completion date: April 2014

Project: <u>Fremd Village & Padgett Island</u> <u>Homes Lift Station Replacement Project</u>

Job Description: Installing (2) Lift Stations at different locations, access road, new Manhole, electrical, pumps. Owner: Pahokee Housing Authority

465 Friend Terrace Pahokee, FL. Julia A. Hale 561-924-5565

Contract Amount: \$363,686.00

Engineer: Kimberly A. Dellastatious, PA 300 South Dixie Hwy. /Suite C Lantana, FL 561-582-5622

Completion date: January 2014

Project: Flamingo Key Sewer Expansion

Job Description: Rehabilitation of two lift stations installing new pumps and station force main piping and installation of approximately 3000 linear feet of new forcemain

Owner: City of Sunrise Purchasing Department 10770 W. Oakland Park Blvd. Sunrise, FL 33351

Contract Amount: \$722,400.00

Engineer: Hazen & Sawyer Env. Eng. 4000 Hollywood Blvd. 750N North Tower Hollywood, FL (954) 987-0066

Completion Date: January 2014

Project: <u>Congress Ave. Force Main</u> <u>Replacement</u>

Job Description: Installation of a new 10" PVC FM (open cut method) and 12" HDPE FM (directional drill medthod)in the City of Delray Beach.

Owner: City of Delray Beach 434 S. Swinton Avenue Delray Beach, FL

Contract Amount: \$953,959.00

Engineer: Matthews Consulting, Inc. 477 S Rosemary Ave W Palm Beach, FL Dave Mathews, PE 561-655-6175

Completion date: October 2013

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Project: Lift Station 100A Upgrade

Job Description: Rehabilitation of existing lift station 100A installing tremi wet wall structure iwht one pump in it and new valve

balls and forcemain piping and in the existing well we are replacing two pumps and new generator.

Owner: City of Delray Beach Environmental Services Dept. 434 S. Swinton Avenue Delray Beach, FL 33444

Contract Amount: \$406,700.00

Engineer: Matthews Consulting, Inc. 477 S Rosemary Ave W Palm Beach, FL Dave Mathews, PE 561-655-6175

Completion date: June 2013

Project: <u>FM & WM Replacement The</u> <u>Keys 2011 - Sarasota</u>

Job Description: Force Main and Water main replacement in several sites.

Owner:	City of Sarasota
	1750 – 12 Street
	Sarasota, FL
	William Hallisey, P.W. Director

Contract Amount: \$2,059,080.00

Engineer: Stantec Consulting Services 5172 Station Way Sarasota, FL Christopher Rosenboom 941-365-5500

Completion date: May 2013

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Project: Rehabililitation of LS 26, 37, & 40

Job Description: Rehabilitation of Lift Stations 26, 37 and 40.

Owner: City of Deerfield Beach 401 SW 4th Street Deerfield Beach, FL 33441

Contract Amount: \$359,456.00

Engineer: City Engineer 954-510-4700

Completion date: April 2013

Project: <u>Lift Station Conversion/Upgrade</u> (A-3, A-8, W-6 and W-26)

Job Description: Conversion and upgrade of (4) existing lift stations requiring bypass pumping, removal of various structures, pipe, pumps and electrical panels. Installation of new submersible pumps, electrical panels, piping and site work.

Owner: City of Hollywood 2600 Hollywood Blvd., Hollywood, FL 33020

Contract Amount: \$1,291,640.00

Engineer: AECOM USA, INC. 13450 W Sunrise Blvd Suite 200 Sunrise, FL 33323

Completion date: March 2013

Project: <u>Wallis Road, Sunbeam</u> <u>Avenue,1st, 2nd, & 3rd Streets Roadway &</u> <u>Drainage Improvements</u>

Job Description: Includes Paving & Drainage improvements for approximately 4,810 ft. of existing roadways. Clearing & Grubbing, storm sewer construction, exfiltration trench const. roadway excavation & grading. Const. of pavement & base; tree relocation

Owner: Palm Beach County 2300 N. Jog Road West Palm Beach, FL Mark A. Tomlinson, Const. 561-684-4180

Contract Amount: \$690,074.00

Engineer: Palm Beach County Engineering Services Chris Dudek, PE (561) 684-4070

Completed date: March 2013

Project: <u>Coconut Creek Lift Station #12</u> <u>Improvements</u>

Job Description: Installation of a new larger and deeper wet well triplex lift station (3) submersible pumps, new force piping, valves & fittings to an exist. 20" force main, new electrical components & generator.

Owner: City of Coconut Creek 4100 Copans Road Coconut Creek, FL

Contract Amount: \$755,413.00

Engineer: Sun-Tech Engineering, Inc. 1600 West Oakland Park Blvd. Ft. Lauderdale, FL Clifford R. Loutan, P.E. 954-777-3123

Completion date: March 2013

Project: <u>Concentrate Booster Pump</u> <u>Station East Water Treatment Plant -</u> <u>Plantation</u>

Job Description: Furnishing and Installing Concentrate Booster Pump Station & Startup By-Pass Piping. Work includes install of Owner furnished equipment. Add. Work includes all associated yard piping, civil, mechanical, electrical, instrumentation, & structural work, complete, tested & ready for operation.

Owner: City of Plantation 400 NW 73 Avenue Plantation, FL. 33317 Charles Spencer (954) 452-2544

Contract Amount: \$244,400.00

Engineer: Hazen & Sawyer Environmental Eng. 4000 Hollywood Blvd., Ste.750N Hollywood, FL (954) 987-0066 Completion date: February. 2013

Project: <u>Palm Bay Lift Station 42</u> <u>Improvements</u>

Job Description: Complete replacement of Lift Station 42

Owner: City of Palm Bay 250 Osmosis Drive SE Palm Bay, FL. Katherine Fought, PE 321-952-3410

Contract Amount: \$744,820.00

Engineer: Wade Trim 3790 Dixie Hwy NE /Suite D Palm Bay, FL. Edward G. Fontanin, PE 321-728-3389

Completion date: January 2013

Project: Lift Station No. 35 Rehabilitation

Job Description: Rehabilitation of Lift Station number 35 in the City of Delray Beach.

Owner: City of Delray Beach 434 S. Swinton Avenue Delray Beach, FL

Contract Amount: \$82,998.00

Engineer: City Engineer

Completion date: January 2013

Project: S-140 Pump Sta Refurbishment

Job Description: Selective demolition and replacement of precast concrete decking, overhaul (3) existing pumps and (3) gear boxes and install (3) new engines, install new generator, update refurbish electrical and instrumentation.

Owner: South Florida Water Management 3301 Gun Club Road West Palm Beach, FL 33416

Original Contract Amount \$ 4,450,000.00

Engineer: James T. Reynolds, Sr. Contract Specialist 3301 Gun Club Road West Palm Beach, FL 33416 561-682-2813

Completion date: January 2013

Project: <u>Surfside Pump Stations</u>

Job Description: Installation of (3) new Stormwater Pump Stations and rehabilitation of (2) existing Sanitary Sewer Lift Stations.

Owner:	Town of Surfside
	9293 Harding Avenue
	Surfside, FL 33154

Contract Amount: \$1,935,000.00

Engineer: Calvin Giordano & Assoc 1800 Eller Drive, Ste 600 Ft. Lauderdale, FL 33316

Prime Contractor: Ric-Man International 2601 Wiles Rd Pompano Beach, FL Victor G. Menocal, Project Manager

Completion date: January 2013

Project: <u>Manatee Bay Elem Underground</u> <u>Storage Tank</u>

Job Description: Replacement of fiberglass

underground storage tank.

Owner: The School Board of Broward County, Florida 1700 SW 14 Court Ft. Lauderdale, FL 33312 Charles Ricks, PM

Original Contract Amount \$ 141,509.00

Engineer: Craven Thompson & Assoc 3565 NW 53 Street Ft. Lauderdale, FL 33309

Completion Date: November 2012

Project: <u>AIA Wastewater Pump Station</u> <u>Replacement – Town of Manalapan</u>

Job Description: Complete construction of a replacement submersible wastewater pumping station at an existing site including all demolition and restoration.

Owner: Town of Manalapan 600 South Ocean Blvd. Manalapan, FL 561-585-9477

Contract Amount: \$150,142.00

Engineer: Mock, Roos & Associates 5720 Corporate Way West Palm Beach, FL Henry Glaus, PE 561-683-3113

Completion date: October 2012

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Project: <u>Dania Beach Subaqueous FM &</u> <u>WM Replacement</u>

Job Description: Installation of 700'12" Water and 10" Force Main HDPE Directional Drill under the Dania-Cut Canal. Installation of 16" and 10" C900 FM and 14" and 12" WM, 16", 12" and 8" Taps on main, (4) FH, Services, ARV with Manhole, restoration. Owner: City of Dania Beach 100 W Dania Bch Blvd Dania Beach, FL Dominic Orlando, Director 954-924-3740

Contract Amount: \$755,449.00

Engineer: Calvin Giordano & Assoc 1800 Eller Drive Dania Beach, FL Jenna Chamberlain, PE 954-921-7781

Completion date: September 2012

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Project: <u>Lift St. #041, #051, #062, & #090</u> <u>Rehabilitation</u>

Job Description: Rehabilitation of existing Lift Station. (3) Stations will only have pipe, pumps & valves replaced and (1) station will require a new wet well.

Owner: City of Orlando Dept. of P.W. 400 South Orange Avenue Orlando, FL. Hector Sanchez, PE

Contract Amount: \$411,380.00

Engineer: City of Orlando CIP 400 S. Orange Avenue Orlando, FL. Charles C. Conklin PE 407-246-3182

Completion date: August 2012

Project: SW 10 Avenue Watermain

Job Description: Construct 1,240 LF of 8" and 6" PVC Watermain, remove and replace water and wastewater services and pavement restoration.

Owner: City of Delray Beach 434 S Swinton Avenue Delray Beach, FL 33444 Rafael Ballestero 561-243-7320

Contract Amount: \$237,142.00

Engineer: WGI 2035 Vista Parkway, Suite 100 West Palm Beach, FL. Brian Lamotte 561-687-2220

Completion date: August 2012

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Project: <u>Campana & Rovino Pump</u> <u>Stations Rehabilitation Project</u>

Job Description: Const. & Installation of Submersible Pump Station & Installation of valves and appurtenances; tie-ins to exist. sewer systems; bypass pumping.

Owner: City of Coral Gables P.W. 2800 SW 72nd Avenue Miami, FL Jorge L. Padron 305-460-5028

Contract Amount: \$820,000.00

Engineer: CDM

800 Brickell Ave./Suite 500 Miami, FL. Daniel Maher, PE 305-372-7171

Completion date: July 2012

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Project: <u>Design/Build Tamarac Auto Slide</u> <u>Gate System</u>

Job Description: In partnership with engineering firm, design and construction of replacement of existing flap gates with automatic slide gate system at (3) existing storm water pump stations within City of Tamarac. Also includes integration to RTU, aluminum decking and fencing.

Owner:	City of Tamarac
	6011 Nob Hill Road
	Tamarac, FL 33321-6200
	Alan Lam, Project Manager
	Cell #954-646-7801

Original Contract Amount \$ 482,975.00

Engineer: Mathews Consulting 477 S. Rosemary Ave. West Palm Beach, FL 33401 Rene Mathews, PE 561-665-6175

Completion Date: April 2012

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Project: Lowson Blvd FM Replacement

Job Description: Installation of 1690 lf 12" C900 FM, (3) taps off 20" Main, (2) ARV w/Manholes, cut, plug, abandon & removal of existing force main, restoration.

Owner: City of Delray Beach 434 S Swinton Avenue Delray Beach, FL 33444 Rafael Ballestero 561-243-7320

Contract Amount: \$285,475.00

Engineer: Mathews Consulting 477 S Rosemary Ave W Palm Beach, FL Dave Mathews, PE 561-655-6175

Completion date; April 2012

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Project: Osceola Park Improvements Phase 2

Job Description: Installation of 8" DIP Water Main with (7) FH Assemblies, and 105 Water services in residential community.

Owner: City of Delray Beach 434 S Swinton Avenue Delray Beach, FL 33444 Rafael Balestero 561-243-7320

Contract Amount: \$816,492.00

Engineer: Keith & Schnars, P.A. 2525 Drane Field Road Lakeland, FL

Start Date: Aug. 2011 Complete: April 2012

Project: Lantana Drainage Improvements

Job Description: Installation (2) New Stormwater Pump Stations and related drainage between Intracoastal and Ocean.

Owner: Town of Lantana 500 Greynolds Circle Lantana, FL 33462 Jerry Darr, Util Dir 561-540-5758

Contract Amount: \$711,765.64

Engineer: Keith & Schnars, P.A. 6500 N Andrews Ave Ft. Lauderdale, FL 33309 Frank Vilar, PE 954-776-1616

Completion date: December 2011

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Project: <u>Pompano Beach Lift Sta 21</u> <u>Replacement</u>

Job Description: Construction of Lift Station located within Single story 3800 sf building. This project includes auger pilings, cast in place below ground valve vault and pipe trench, sanitary sewer main replacement on DOT roadway, new force main, water main, landscaping, Structural, roofing, plumbing, electrical and various components.

Owner: City of Pompano Beach 1201 NE 3 Avenue Pompano Beach, FL Tammy Good, PM 954-786-5512

Contract Amount: \$ 3,749,000.00

Engineer: Peter Chen, PE Chen & Associates 500 West Cypress Creek Rd Ft. Lauderdale, FL 33309 954-730-0707 Date of Completion: December 2011

Project: <u>Indiantown Road Master Lift</u> <u>Station Rehabilitation Phase 3</u>

Job Description: Demolition of existing concrete and metal structures, cleaning, repair and recoating of wet well walls and ceiling, installation of new FRP walkway and staircase, demo of existing asbestos duct work and access replacement.

Owner: Loxahatchee River District 2500 Jupiter Park Drive Jupiter, FL 33458

Contract Amount: \$195,474.00

Engineer: Arcadis US, Inc. 2081 Vista Parkway West Palm Beach, FL 33411 561-697-7000

Start Date: April 2011 Complete: Sept. 2011

Project: Lift Station 801 Rehabillitation

Job Description: Rehab of existing and operating Lift Station. Installing new pump, new duct and louver for extg generator, new concrete slabs on grade, block window and paint interior and exterior of existing electrical room, Electrical modifications to electrical building.

Owner: City of Boynton Beach PO Box 310 Boynton Beach, FL 33425 Kofi Boateng, PM 561-742-6487

Contract Amount: \$199,780.00

Engineer: Engenuity Group 1201 Belvedere Road West Palm Beach, FL 33405 Mike Hanseter, PE 561-655-1151

Start Date: Sept. 2011 Completed: Nov. 2011

Project: <u>Force Main Replacement for Lift</u> <u>Station 102</u>

Job Description: Installation of +/- 800 lf of 10" HDPE. Directional Drill under Intracoastal Waterway and connections on both sides. All buried pipe also fused 10" HDPE.

Owner: City of Boynton Beach PO Box 310 Boynton Beach, FL 33425 Chris Roschek, PM 561-742-6487

Original Contract Amount \$ 224,289.05

Engineer: Brown & Caldwell 1475 Centrepark Blvd., Ste 210 West Palm Beach, FL 33401 Phil Dover, PE (561) 914-4565

Start Dte: Sept. 2011 Complete: Dec. 2011

Project: MLK Reclaimed Water Main

Job Description: Installation of new +/-4200lf of 10" and 6" Reclaimed Water Main including services to properties and roadway restoration.

Owner:	City of Delray Beach			
	434 S Swinton Ave			
	Delray Beach, FL			
GC:	Brang Construction Inc.			
	4300 Oak Circle			
	Boca Raton, FL			
	Matt Wolf, PM			
	561-368-3180			

Original Contract Amount \$ 454,368.00

Engineer: Kimley-Horn & Assoc., Inc. 4431 Embarcadero Drive West Palm Beach, FL 33407 561-845-0665

Start Date: Nov. 2010 Completed: Sept. 2011

Project: <u>Central District Flushing Water</u> <u>System Improvements – Phase 1</u>

Job Description: Installation of new and replacement of existing Flushing Water Piping below ground and within pipe galleries of existing Sanitary Sewer Treatment Plant.

Owner: Miami-Dade Water & Sewer 3071 SW 38th Avenue Miami, FL 33146 Luis Rojas, PM Cell 786-402-1292

Original Contract Amount \$ 1,010,210.00

Engineer: Miami-Dade Water & Sewer Engineering Division 3071 SW 36 Avenue Miami, FL 33146 Start Date: Oct. 2011 Complete: Dec. 2011

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Project: Reclaimed Water Main-Area11B

Job Description: Installation of over 8000 lf of 4", 6", 10" PVC Reclaimed Water Mains and RWM Services throughout residential neighborhoods. RWM bridge crossing included. Also includes water main replacement, bridge crossing and pipe bursting. Also includes Force main replacement including directional drill. Construction requires restoration including micro-surfacing.

Owner: City of Delray Beach 434 S Swinton Avenue Delray Beach, FL 33444 Rafael Ballestero 561-243-7320

Contract Amount: \$1,408,505.93

Engineer:	Mathews Consulting Inc.				
	477 S Rosemary Ave				
	West Palm Beach, FL 33401				
	Dave Mathews, PE				
	561-665-6175				
Start Date: Feb.	2011 Complete: Aug. 2011				

Project: Deerfield Beach LS 14,20 & 64

Job Description: Rehabilitation of three existing lift stations, change submersible pumps, City furnished control panels, new valve vaults, piping and restoration.

Original Contract Amount: \$323,505.00

Owner: City of Deerfield Beach 401 SW 4th Street Deerfield Beach, FL Fred Scott, PM cell 954-410-4336

Engineer: None Start Date: Feb. 2011 Complete: Aug. 2011

Project: 16" Water Main Relocation

Job Description: Approximately 180 lf of PVC Water Main, fittings, Butterfly Valve, line-stop and connections to extg 16" Main. Restoration required.

Owner: City of Port St. Lucie Utilities Department 121 SW Port St. Lucie Blvd Port St. Lucie, FL 34984 Dave Koeppen, CM 772-528-2063

Contract Amount: \$145,936.90

Engineer: Laney Southerly, PE City of Port St. Lucie 900 SE Ogden Lane Port St. Lucie, FL 34983 Start Date: March 2011 Complete: April 2011

Project: <u>Phase II Systemwide Upgrades</u> PS A-14, A-40, B-9, D-33, D-35, D-36

Job Description: Rehabilitation of (6) existing pump stations requiring bypass pumping, installation of new pumps and control panels, connections to existing mains and site restoration.

Owner: City of Ft. Lauderdale 200 N Andrews Ave, Ste 300 Ft. Lauderdale, FL 33301

Original Contract Amount \$ 2,715,825.00

Engineer: Walt Schwarz, PE City of Ft. Lauderdale 200 N Andrews Ave Ft. Lauderdale, FL 954-426-4008 Wschwarz@ch2m.com

Finish Date: February, 2011

Project: Midway Pump Station

Job Description: Installation of Storm Sewer structures and pipe. Install double 36" HDPE casing pipe via directional drill under 826. Build below ground CIP pump station.

Owner: Miami Dade County Public Works 111 NW 1st Street, Suite 1510 Miami, FL 33128-1970 Daryl Hildoer (305) 375-4972

Original Contract Amount \$ 4,258,613.60

Engineer: Corzo Castella Carballo Thompson Salman Engineers 21301 Powerline Road, Suite 311 Boca Raton, FL 33433

Finish Date: February, 2011

Project: Pump Sta #3 Engine Replacement

Job Description: Replacement of (2) diesel engines and Keel Coolers on existing Pump Station.

Owner: Indian Trail Improvement District 13476 61st Street North West Palm Beach, FL 33412

Original Contract Amount \$ 338,183.00

Engineer: Engenuity Group Inc. 1201 Belvedere Road West Palm Beach, FL 33405 Mike Hanseter, PE (561) 655-1151

Date of Completion: August, 2010

Project: <u>Rehabilitation of Storm Water</u> <u>PS OL-1</u>

Job Description: Remove and overhaul existing Pumps, modify existing top slab, install new 16" DIP to existing drainage well, modify existing well to pressure type.

Owner: Village of Key Biscayne 88 W McIntyre Street Key Biscayne, FL 33149

Original Contract Amount \$ 196,900.00

Date of completion: 9/30/10

Engineer: Sean Compel, P.E. C3TS 901 Ponce de Leon Blvd Coral Gables, FL 33134 305-445-2900

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Project: Deerfield Beach Lift Sta Rehab Stations #6, #27 and #61

Job Description: Rehabilitation of (3) existing pump stations, replacement of

pumps, install new valve vaults, bypass pumping required.

Owner:	City of Deerfield Beach					
	200 Goolsby Blvd.					
	Deerfield Beach, FL 33442					
Contact:	Fred Scott, Utilities					
	954-410-4336 (cell)					
	954-480-4403 (office)					

Original Contract Amount \$ 426,297.00

Date of Completion: June 30, 2010

Project: Terminal 29 Lift Sta Upgrade

Job Description: Replacement of existing pump station with new wet well, valve vault, pumps and control panel in Port Everglades, Broward County, FL.

Owner: Broward County Public Works Seaport Engineering & Const Div 1850 Eller Drive Ft. Lauderdale, FL 33316-4201

Final Contract Amount \$173,966.37

- Engineer: Craven Thompson & Assoc 3563 NW 53 Street Ft. Lauderdale, FL 33309
- Contact: Don Shaver, PE 954-739-6400

Date of Completion: April 30, 2010

Project: <u>Sanitary Sewer Lift Stations B-3</u> and 8 Rehabilitation

Job Description: Rehabilitation of two existing pump stations requiring bypass pumping, installation of new pumps, valve vaults and control panels.

Owner: City of Oakland Park

Engineering & Community Dev Dept 5399 N Dixie Highway Oakland Park, FL 33334

Final Contract Amount \$ 265,863.14

Engineer: Don A. Shaver Craven Thompson & Assoc 3563 NW 53 Street Ft. Lauderdale, FL 33309 954-739-6400

Date Complete: 11/03/09

Project: <u>Area 11A Reclaimed Water</u> <u>System – Contract 2</u>

Job Description: Installation of 18" Reclaimed Water Main open cut and directional drill in downtown Delray Beach. Received early completion bonus.

Owner: City of Delray Beach 434 S Swinton Avenue Delray Beach, FL 33444

Contact: Rafael C. Ballestero Deputy Dir of Construction 561-243-7320

Final Contract Amount \$ 501,420.16

Engineer: Dave Mathews, PE Mathews Consulting 477 S. Rosemary Ave. West Palm Beach, FL 33401 561-665-6175

Date Complete: September 10, 2009

Project: Dania Bch Lift Sta Imprv

Job Description: Rehabilitation of (4) existing pump stations

Owner: City of Dania Beach 100 Dania Beach Blvd Dania Beach, FL 33004

Contact: Dominic Orlando, Dir of Public Services 954-924-3740

Final Contract Amount \$ 1,647,751.45

Engineer: Jenna Chamberlain

Calvin Giordano & Assoc 1800 Eller Drive, Suite 600 Ft. Lauderdale, FL 33316 954-921-7781

Date Complete: September 16, 2009

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Project: Riverside/Victoria (5) Pump Sta

Job Description: Installation of (5) new pump stations in various areas of Ft. Lauderdale

Owner: City of Ft. Lauderdale Waterworks 200 N Andrews Ave, 3rd Floor Ft. Lauderdale, FL 33301

Final Contract Amount \$ 1,682,572.23

Engineer: Walt Schwarz City of Ft. Lauderdale 200 N Andrews Avenu Ft. Lauderdale, FL 954-426-4008

Date Complete: July 29, 2009

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Project: Edgewood Pump Sta Pkg #1

Job Description: Installation of (3) new lift stations in various locations in Ft. Lauderdale.

Owner: City of Ft. Lauderdale Waterworks 200 N Andrews Ave, 3rd Floor Ft. Lauderdale, FL 33301

Final Contract Amount \$ 1,000,091.85

Engineer: Walt Schwarz City of Ft. Lauderdale 200 N Andrews Avenu Ft. Lauderdale, FL 954-426-4008

Date Complete: November 12, 2007

Project: Boynton Beach Lift Stations

Job Description: Installation of (5) new lift stations in various locations in Boynton Beach.

Owner: City of Boynton Beach 100 E Boynton Beach Blvd. Boynton Beach, FL 33425 Chris Rosecheck, PMP (561) 742-6413

Final Contract Amount \$ 1,839,243.28

Engineer: Dana Gillette Erdman Anthony 1402 Royal Palm Bch Blvd, Bldg 500 Royal Palm Beach, FL 33411 561-753-9723 ext 15

Date Completed: March 31, 2009

Project: Fiveash Water Treatment Plant

Job Description: Installation of force main yard piping, installation of new sump pumps, electrical panels, new oil/water separator. Installation of guard shack and reconfigure plant entry.

Owner: City of Ft. Lauderdale Waterworks 200 N Andrews Ave, 3rd Floor Ft. Lauderdale, FL 33301

Final Contract Amount \$ 1,100,812.97

Engineer: Walt Schwarz

City of Ft. Lauderdale 200 N Andrews Avenu Ft. Lauderdale, FL 954-426-4008

Date Complete: September 11, 2009

Project: Sewer Area 4, Basins B &C

Job Description: Installation of (18) new sanitary manholes, over 4100 lf of sanitary main and over 5000 lf of 3" force main, asphalt restoration down two dead end streets.

Owner: City of Ft. Lauderdale Waterworks 200 N Andrews Ave, 3rd Floor Ft. Lauderdale, FL 33301

Final Contract Amount \$ 2,760,028.77

Engineer: Walt Schwarz City of Ft. Lauderdale 200 N Andrews Avenue Ft. Lauderdale, FL 954-426-4008

Date Complete: January 15, 2009

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Project: Shady Banks WM Replacement

Job Description: Installation of (3) new FH, and +/- 1000lf of 6" Water Main

Owner: City of Ft. Lauderdale Waterworks 200 N Andrews Ave, 3rd Floor Ft. Lauderdale, FL 33301

Final Contract Amount \$ 124,155.32

Engineer: Walt Schwarz City of Ft. Lauderdale 200 N Andrews Avenue Ft. Lauderdale, FL 954-426-4008

Date Complete: September 20, 2007

Project: Septic Area 3, 4 and 5

Job Description: Installation of 4 new pump stations in various locations in City of Fort Lauderdale. **Owner:** City of Ft. Lauderdale Waterworks 200 N Andrews Ave, 3rd Floor Ft. Lauderdale, FL 33301

Final Contract Amount \$ 1,763,978.46

Engineer: Walt Schwarz City of Ft. Lauderdale 200 N Andrews Avenu Ft. Lauderdale, FL 954-426-4008

Date Complete: January 24, 2008

Project: Group 1 Pump Sta Rehab

Job Description: Installation of (5) new pump Stations throughout the City of Ft. Lauderdale.

Owner: City of Ft. Lauderdale Waterworks 200 N Andrews Ave., Suite 300 Ft. Lauderdale, FL 33301 954-426-4008 Walt Schwarz, PE

Final Contract Amount: \$1,660,718.66

Engineer: Camp, Dresser & McKee 6365 6th Way, Suite 320 Ft. Lauderdale, FL 33309

Date Complete: January 5, 2009

Project: Group 2 Pump Sta Rehab

Job Description: Installation of (2) new pump Stations and modifications to (2) existing stations throughout the City of Ft. Lauderdale.

Owner: City of Ft. Lauderdale Waterworks 200 N Andrews Ave., Suite 300 Ft. Lauderdale, FL 33301 Walt Schwarz, PE 954-426-4008

Final Contract Amount: \$2,101,140.19

Engineer: Camp, Dresser & McKee

6365 6th Way, Suite 320 Ft. Lauderdale, FL 33309

Date Complete: January 31, 2006

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Project: Croissant Park, Basin C

Job Description: Installation of 15 Sanitary Manholes and 3652 lf of 8"Sewer main, 82 services, 102 lf 8" DIP WM.

Owner: City of Ft. Lauderdale Waterworks 200 N Andrews Ave, 3rd Floor Ft. Lauderdale, FL 33301

Contract Amount \$ 729,346.18

Engineer: Walt Schwarz City of Ft. Lauderdale 200 N Andrews Avenu Ft. Lauderdale, FL 954-426-4008

Date Complete: April 4, 2007

Project: Country Oaks Lane Improvements

Job Description: Sewage Pump Station, Sanitary Sewer and Watermain and Storm sewer and asphalt paving down dead end street in very tight conditions..

Owner: Palm Beach County 160 Australian Avenue, Suite 405 West Palm Beach, Florida 33406

Original Contact Amount:\$831,660.00Change Orders to Date:\$71,346.79

Engineer: County Engineer's Office 160 Australian Avenue Hilton Airport Centre, Building #2 West Palm Beach, Florida 33406 Construction Coordination 561-684-4180

Date Complete: November, 2005

Project: <u>North Miami Beach Alley</u> <u>Reconstruction of Alley</u>, Phase 6 – 9

Job Description: Installation of 2" HDPE water main and services in alleyways on six streets. Also included new asphalt in alleys.

Owner: City of North Miami Beach 17011 NE 19 Avenue North Miami Beach, Fl 33162-3100 Contact: Jose Casio, PE

305-948-2967 ext 7995 Jose.Casio@CityNMB.com

Contract Amount: \$ 729,346.18 (Phase 6 only) Engineer: Joaquin Barnes, P.E. URS Corporation 7650 Corporate Center Drive, Ste 400 Miami, FL 33126-1220 305-262-7466

Date Complete: April 4, 2007

Project: <u>Transite Water Main</u> <u>Replacement</u>

Job Description: Replacement of transite water pipe with ductile iron in residential community.

Owner: City of West Palm Beach 200 2nd Street West Palm Beach, FL 33402 (561) 659-8040

Original Contact Amount: \$805,196.00 Change Orders: \$411,757.00

Engineer: City of West Palm Beach 1000 45 Street, Suite 15 West Palm Beach, FL 33407 561-659-8040 Laura Le, Sr. Project Mgr. Date Complete: Completed August, 2006

Project: Lift Station #24 Improvements

Job Description: The re-construction of Lift Station #24, furnish and install 1800 linear feet of 6" forcemain, roadway re-surfacing, and the installation of 3500 linear feet of 8" water main.

Owner: City of Pompano Beach P.O. Drawer 1300 Pompano Beach, Fl 33061 Helen Gray 954-786-4738

Original Contact Amount:	\$749,521.00
Change Orders to Date:	\$ 42,122.00

Engineer: Chen & Associates 5100 NW 33rd Avenue, Suite 250 Fort Lauderdale, Fl 33309

Date Complete: May 2005

Project: 6th Street West of Dixie Highway Sanitary Sewer

Job Description: Installation of sanitary sewer pipes, manholes, sanitary lateral services and all pavement restoration on 6th Street west of Dixie Highway.

Owner: City of West Palm Beach 1000 45th Street, Suite 15 West Palm Beach, Fl 33407

Original Contact Amount: \$72,370.00 Change Orders to Date: +\$23,972.00

Engineer: Daniel Roberge – Project Engineer City of West Palm Beach Public Utilities Department 1000 45th Street, Suite 15 West Palm Beach, Florida 33407 Phone: 561-659-8040

Date Completed: February 2004

<u>Project: Tropic Vista Water Distribution</u> <u>System</u>

Job Description: Installation of Water

Distribution System

Owner: Village of Tequesta 250 Tequesta Drive, Suite 300 Tequesta, Fl 33469 561-575-6200

Original Contact Amount: \$263,202.79

Engineer: Arcadis Reese, Macon & Assoc, Inc. 6415 Lake Worth Road, Suite 307 Lake Worth, Florida 33463-2907 Tom Jensen, PE Phone: (561)-433-3226

Date Complete: May 2005

Project: Pump Stations 2003 PS 21 & 45

Job Description: Rehabilitation of Pump Station 21. Install via tremie a 10' wetwell 30 Feet deep. Tie into existing wetwell. Install 3 new pumps and new valves in a new valve vault. Tie into 12" forcemain. Install new control panel and new Geoblock driveway

Owner: City of Lauderhill 2000 City Hall Drive Lauderhill, Fl 33313

Contact Person: Brian Shields, P.E. City of Lauderhill 2101 N.W. 49th Avenue Lauderhill, Fl 33313 Phone: 954-730-2960 extension 4225

Original Contact Amount:\$349,725.00Change Orders:\$26,419.28

Engineer: Williams, Hatfield & Stoner, Inc. 2101 North Andrews Ave, Suite 300 Fort Lauderdale, Florida 33311 Jim Davis, P.E. Date Complete: July 2004

Project: <u>Sewer Main Repair</u>, NW 21st Avenue & Oakland Park Blvd.

Job Description: Repair existing 8" gravity sewer.

Owner: City of Oakland Park 3650 NE 12th Avenue Oakland Park, Fl 33334

Original Contact Amount: \$325,000.00

Engineer: Williams, Hatfield & Stoner, Inc. 2101 North Andrews Ave, Suite 300 Fort Lauderdale, Florida 33311 Jim Davis, P.E.

Date Complete: October 2003

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Project: <u>Seacoast Lift Station No. 21 Force</u> <u>Main Relocation</u>

Job Description: Install approximately 2,200 feet 12" forcemain including an 18" HDPE directional drill crossing of Earman River, a 24" jack and bore crossing of Northlake Blvd., and a new 12' diameter lift station via tremie method to 30'.

- Owner: Seacoast Utility Authority 4200 Hood Road Palm Beach Gardens, Fl 33410
- Contact Person: Jim Lance, P.M. Seacoast Utility Authority 4200 Hood Road Palm Beach Gardens, Fl 33410 Phone: 561-627-2900 extension 347 jlance@sua.com

 Original Contact Amount:
 \$1,033,730.00

 Change Orders:
 \$7,773.53

Engineer: CPH Engineers, Inc. 3565 SW Corporate Parkway Palm City, Florida 34990 Phone: 772-283-8704

Date Complete: June 2004

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Project: <u>Community Enhancement Project –</u> <u>Phase 1</u>

Job Description: Install new stormwater pump station, valve vault, two injection wells and 250lf

of 30" HDPE pipe with fittings.

Owner: Town of Bay Harbor Island Bay Harbor, Florida

Original Contract Amount: \$501,000.00

Engineer: Kimley-Horn & Assoc, Inc. 5100 N.W. 33rd Avenue, Suite 157 Fort Lauderdale, Fl 33304 Mr. Gary R. Ratay, P.E. 954-739-2233

Date Completed: June 2004

Project: Drainage Systems Improvement

Job Description: Construction of French Drainage Systems

Owner:City of Pompano Beach 1201 NE 5th Street Pompano Beach, Fl 33061

Contact Person: Mr. Don Jennsen, P.E. City of Pompano Beach 1201 NE 5th Street Pompano Beach, Fl 33061 Phone: 954-786-4508

Original Contract Amount: \$434,779.00

Engineer: PBS & J Consultants 2101 NW 107th Avenue Miami, Fl 33172 Ken Coban, P.E. 305-592-7275

Date Completed: April 2003

Project: Drainage Systems Improvement

Job Description: Construction of French Drainage Systems

Owner: City of Pompano Beach 1201 NE 5th Street Pompano Beach, Fl 33061

Contact Person: Mr. Don Jennsen, P.E. City of Pompano Beach

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1201 NE 5th Street Pompano Beach, Fl 33061 Phone: 954-786-4508

Original Contract Amount: \$498,370.00

Engineer: PBS & J Consultants 2101 NW 107th Avenue Miami, Fl 33172 Ken Coban, P.E. 305-592-7275 Date Completed: July 2003

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Project: <u>Municipal Golf Course Reclaimed</u> <u>Watermain</u>

Job Description: Install 24" & 8" watermain across City golf course including 2 valve vaults for 8" mag meters and 3 pig launch devices.

- Owner: City of Delray Beach Environmental Services Dept. 434 South Swinton Ave. Delray Beach, Florida 33444
- Contact Person: Rafael C. Ballestero Director of Construction Environmental Services Dept. 561-243-7320

Original Contract Amount: \$271,364.00

Engineer: Mathews Consulting, Inc. 1475 Centerpark Blvd. Ste. 250 West Palm Beach, Fl. 33401 (561) 478-7961

June 2003

Date Complete:

Project: <u>Phase II New Saltwater Pumping</u> System

Job Description: Construct Saltwater Vacuum Assist Pump Station, including 1200 lf of 16" HDPE suction line & 12" discharge line.

Owner: Lost Tree Village POA

Contact Person: John McKune P.E. Phone: 954-752-5960 Fax: 954-752-6730

Original Contract Amount: \$351,819.00

Engineer: Gee & Jenson 11575 Heron Bay Blvd., Suite 106 Coral Springs, Fl 33076

Date Complete: October 11th 2002

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Project: <u>North Course Drive, Water Main,</u> <u>Pompano Beach, Fl.</u>

Job Description 24" Aerial Water Main Crossing 700' x 24" HDPE Directional Bore, and 1100' of 24" DIP Pipe with two tie ins.

Owner: City of Pompano Beach 1201 NE 5th Street Pompano Beach, Fl 33061

Contact Person: Clayton Young, P.M. City of Pompano Beach 1201 NE 5th Street Pompano Beach, Fl 33061 Phone: 954-786-4029

Original Contract Amount: \$415,510.00

Engineer: Williams Hatfield & Stoner, Inc. 2101 North Andrews Ave, Suite 300 Fort Lauderdale, FL 33311 Calvin C. Hoppmeyer, Jr., P.E.

Date Completed: June 2002

Project: Lift Stations 56A1, 56A2, 56B and 56B1

Job Description: Rehabilitate lift stations 56A1, 56A2, 56B and 56B1.

Owner: Broward County Board of County Commissioners 115 South Andrews Avenue Fort Lauderdale, Florida

Contact Person: Guillermo Cancio Environmental Engineering Division Office of Environmental Services 954-831-3217

WPB, Fl 33407-2066

Original Contract Amount: \$435,620.00

Engineer: Office of Environmental Services 2555 W. Copans Road Pompano Beach, Fl 33069 Date Completed: November 2002

Project: <u>Basins S-4 and S-5 Pumping</u> <u>Station</u>

Job Description: Construct stormwater pump station with 96" Concrete pipe.

Owner:South Broward Drainage District 6591 Southwest 160 Avenue Davie, Florida 33331

Contact Person: Neil Kalin, District Director 954-680-3337

Original Contract Amount: \$3,051,384.00

Engineer: Calvin Giordano and Associates 1800 Eller Drive, Suite 600 Fort Lauderdale, Fl 33316

Date Completed: September 2001

Project: <u>Baywinds Stormwater Pump</u> <u>Stations</u>

Job Description: Construct two Storm Water Pumping Stations and one directional drill of 1400 lf with (2) 6" HDPE and one directional drill of 1500 lf using (2) 6" HDPE pipe.

Owner: Northern Palm Beach County Improvement District NPBCID Unit of Development 5B 561-624-7830, fax 561-624-7839

Contact Person: Michael R. Hanseter 561-683-3113 ext 227 Mock, Roos & Associates, Inc.

Original Contract Amount: \$1,582,024.45

Engineer: Mock, Roos & Associates Inc. 5720 Corporate Way Date Complete: September 4, 2000

Project: North County Senior Center

Job Description: Construct new wastewater station for North County Senior Center Owner: Board of County Commissioners Palm Beach County 33323 Belevedere Rd, Ste 503 West Palm Beach, Fl 33406

Contact Person: Michael R. Hanseter 561-683-3113 ext 227 Mock, Roos & Associates, Inc.

Original Contract Amount: \$83,000.00

Engineer: Mock, Roos & Associates Inc. 5720 Corporate Way WPB, F1 33407-2066

Date Complete: December 9, 1999

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Project: <u>D-Basins Pump Station</u>

Job Description: Construct three lift stations D1, D2, and D4

Owner: City of Oakland Park 3650 N.E. 12th Avenue Oakland Park, Florida 33334

Contact Person: James Davis, P.E. Williams, Hatfield & Stoner, Inc. 954-566-8341

Original Contract Amount: \$434,779.00

Engineer: Williams, Hatfield & Stoner, Inc. 2101 North Andrews Ave, Suite 300 Fort Lauderdale, Florida 33311

Date Complete: May 2000

Project: Lift Stations 23F, 23J & 25B

Job Description: Rehabilitate lift stations 23F, 23J and 25B

- Owner: Broward County Board of County Commissioners 115 South Andrews Avenue Fort Lauderdale, Florida
- Contact Person: Patrick Sweet Office of Environmental Services 954-831-0973

Original Contract Amount: \$242,519.00

Engineer: Office of Environmental Services 2555 W. Copans Road Pompano Beach, Fl 33069

Date Complete: February 2000

Project: <u>Master Pump Station 364 and Force</u> <u>Main</u>

Job Description: Construct master pump station, lift station and thirteen thousand feet of 30" force main: four 48" jack and bores and one aerial crossing.

- Owner: Seacoast Utility Authority 4200 Hood Road Palm Beach Gardens, Fl 33400
- Contact Person: Mr. Jeff Renault 561-626-4653 Barker, OSHA & Anderson, Inc.
- Original Contract Amount: \$2,991,249.25
- Engineer: Barker, Osha & Anderson, Inc. 860 U.S. Highway One Palm Beach, Fl 33408

Date Complete: August 2000

Project: <u>Switchgear Bldg No. 2 –</u> <u>Structural Renovations</u>

Job Description: The switchgear building was settling due to cracking in underground tank east

of the structure. To correct we installed approx 70 pin piles through the floor slab or the building at the Wastewater Treatment Plan. Designed, built and ionstalled electrical switch gear Flood barrier doors, structural repairs to building, including epoxy wall cracks, repair stucco, seal floor and install barrier doors

Owner: City of Hollywood

Contact Person: Mr. David McLaughlin, PE 954-921-3930

Contract Amount: \$102,887.65

Date Completed: August, 1997

Project: Peanut Island Park

Job Description: Construction of a boater's park, with enhancement of water-oriented recreational facilities which include: A 10' wide boardwalk around perimeter of the island, Family picnic Pavilions, restrooms with showers and drinking fountains. Campground with (28) campsites, Ranger station, a fifteen slip boat dock, fishing pier, Exotic native landscaping, site lighting and electrical service.

Owner: Palm Beach County Board of Commissioners

Contact Person: Mr. Jim Barnes (561) 233-0208

Original Contract Amount: \$2,569,014.00

Engineer: Gee & Jenson, West Palm Beach

Date Completed: December 1999

Project: <u>Big Oaks & Twin Rivers, PH1</u> <u>Reclaim Water Retrofit Project</u>

Job Description: Installation of 10" & 4" reclaimed watermain & services.

Owner: City of Oviedo

400 Alexandria Blvd. Oviedo, FL.

Contract Amount: \$1,175,000.00

Engineer: Tetra-Tech 201 E. Pines Street Oviedo, FL 407-839-3955

Project: <u>Reuse Main Extension to Serve</u> <u>Vizcaya Park</u>

Job Description: Furnish all labor, materials tools, equipment, machinery, incidentals & service necessary for the Reuse Main Extension to Serve Vizcaya Park Project. Owner: City of Miramar

City of Miramar 2200 Civic Center Place Miramar, FL Salvador Zuniga, PE 954-602-3323

Contract Amount: \$93,400.00

Engineer: City of Miramar Dept. of Operational Serv.Eng. Div 2200 Civic Center Place Miramr, FL Salvador Zuniga, P.E. 954-602-3300



INTERCOUNTY ENGINEERING, INC.

1925 NW 18th Street Pompano Beach, FL 33069 Tel: (954) 972-9800 * Fax: (954) 974-0042

Equipment List

CASE EXCAVATOR 9060B KOMATSU PC130-6F MUSTANG EXCAVATOR KOMATSU PC 220LC EXCAVATOR KOMATSU PC50UU MINI EXCAVATOR HYUNDAI RX90 EXCAVATOR CASE 9050B HYD EXCAVATOR CASE CX210 LONGREACH EXC. Komatsu Mini Excavator 55uu John Deere 120C Excavator KOMATSU 140WB BACKHOE 4X4 JCB 214E Backhoe 4x4 JCB 214E Backhoe 4x4 **VOLVO L70C WHEEL LOADER** KAI-WLK-15 WHEEL LOADER (2) Komatsu WA250-5 Wheel Loader Komatsu Wheel Loader WA 180 544H JD WHEEL LOADER **GEHL 5630 SKIDSTEER LOADFR BOBCAT 773 SKIDSTEER LOADER** John Deere 328 Skidsteer Loader Gehl SL 7800 Skidsteer Loader Bobcat S160 Skidsteer Loader Cat 257 Multi-Terrain Skidsteer Loader FORD DUMP TRUCK L900 18 vd Sterling LT9500 Dump Truck 18 yd Sterling LT9500 Dump Truck 18 yd FREIGHTLINER TRACTOR KENWOTH TRACTOR TRI AXLE MACK ROLL OFF TRUCK FORD WATER TRUCK 2000 GAL ISUZU SERVICE TRUCK ISUZU FLATBED TRUCK CHEVROLET FLAT BED C4500 White GMC 5500 Utility Truck CHEVY 4500 UTILITY TRUCK GMC 4500 Utility Truck **GMC C5500 UTILITY TRUCK** HINO BOX TRUCK (FUEL) FORD F350 UTILITY TRUCK

GMC FLATBED C4500 White Cadillac DTS **KIA SOUL GREEN KIA SOUL RED KIA SOUL SILVER** Nissan Rogue SUV Ford F450 Flatbed (Utility body) truck **GMC 4500 WHITE UTILITY TRUCK** NORTHWEST CRANE 30 TON LINK BELT CRANE 75 TON RT875 Rough Terrain Crane 75 Ton P&H R200 Rough Terrain 20 Ton **BREWER TRAILER 12 TON GEHL SWEEPSTER BROOM** SHEET PILING PZ27 500LFX25' LONG (4) GENERATOR GENAC 10,000 WATTS (8) 14" QUICK CUT SAW 16" QUICK CUT SAW 20'X8' STORAGE CONTAINER COMPRESSOR 375 CFM RIGID THREDDING MACHINE 1/2" THROUGH 4" 20'X8' STORAGE CONTAINER 20'X8' STORAGE CONTAINER 20'X8' STORAGE CONTAINER MWI 4 HYD SUBMS" CONCRETE VIBRATOR (4) 1 1/2" ROTARY HAMMER MCDONALD PUMP 4" TRASH ALLIS CHAMBERS GRADER PUCKETT ASPHALT PAVER 550 **INGERSOLL-RAND DA30 TANDEM ROLLER** (4) 6" GORMAN-RUPP TRASH PUMPS 36" BUCKET 60" DITCHING BUCKET 42" BUCKET **DYNAPAC LF90 COMPACTOR POWERTRAIN AIR COMPRESSOR** SKIDSTEER LOADER BROOM ATTACHMENT **VERSATECH GRAPPLE BUCKET DENYO GENERATOR**

Equipment and Vehicle list 6-16-11 Rev.docx

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INTERCOUNTY ENGINEERING, INC.

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(10) HONDA TRASH 3" PUMPS 5 HYDRAULIC GRAPPLE ATTACH" 5 TO 7 TON ASPHALT ROLLER MUELLER TAP DRILL MACHINE 12 HEAY DUTY MUSTANG BUCKET" FUEL PUMP SMALL TOOLS MUELLER B101 TAPPING MACH BOB CAT MILLING ATTACHMENT 12" CORAL ROCK BUCKET Bucket Fork for Komatsu 48" Grading Bucket 52" Grading Bucket MANHOLE BOX #6 ASADA Threading Machine 1/2" through 4" UPRIGHT SCISSOR LIFT (4) Q/C FORKS IBH SDR 1400 VIB ROLLER **12" HYD EXCAVATOR BUCKET** (67) STEEL PLATES 8X20 7 YD ROCK BOX JET PUMP 6" Atima Diesel Welder/Generator RAY GO STEEL DRUM VIB. ROLLER 84" BRADCO FORK ATTACHMENT WB FORK ATTACHMENT WB 36" DIGGING BUCKET ESCO 28" DIGGING BUCKET 8' X 20' STORAGE CONTAINER 8' X 20' STORAGE CONTAINER 12 Thompson 12" Wellpoint Pump 6" Thompson Hydraulic Submers Pump 4" Thompson Hydraulic Submers Pump (8) STEEL ROAD PLATES 10X10 (10) STEEL ROAD PLATES 10X8 8' X 20' STORAGE CONTAINER INGERSOLL RAND COMPRESSOR 185 CFM 8' X 20' STORAGE CONTAINER Moffett 5000 Forklift Wellpoint System 24'X8' TRENCH BOX 6" THOMPSON HYD. PUMP/POWER PACK 10' x 8' MANHOLE BOX

4" POWER UNIT/TRASH HEAD (3) LOADER BUCKETS Ingersol Rand Single Drum Vib. Roller 66" 16' X 8' Trench Box FIAT FG 105AB MOTOR GRADER STACKING RAKE W/PINS AMERI SYKES WP200A 8" PUMP (5) 4" Acme Double Diaphragm Pumps (3) Zuta C100 Plate Compactors (2) WACKER JUMP JACK UPRIGHT AB46RT SNORKLE LIFT Bobcat Gas Welder 250 8' X 20' Equipment Container 8' X 20' Equipment Container Elimia Rotary Phase Converter Hayward Baker Seperation Tank 125 KW Gen Set 50 KW Gen Set 30 KW Skid Mounted Gen Set Auger 12" & 9" Hydraulic Hammer Allid 770 Concrete Coring Machine 3" through 14" 20' Container Thompson Hydraulic Power Unit 12" New Hydraulic Quick Connect/ (1) Used Heavy Duty Set of Forks Complete Well Point Pump 10" Boring Missiles 2", 3", 3 1/2", 4" & 5" Well Point System 2000' Whacker Asphalt Roller 2 to 5 Ton Bob Cat Sweeper Attachment Christi Fusing Machine 4" through 14" Asphalt Zipper AZ500 (2) Walk Behind Target Concrete/Asphalt Cutter 8 Yard Rock Box (3) Well Point Punch Lee Boy L150 Tack Distributor 8' x 14' Bedding & Rock Box 6' x 12' Bedding & Rock Box Multiquip Plate Compactor (4) Wacker Plate Compactor Terramite Sweeper Broom ISS36

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INTERCOUNTY ENGINEERING, INC.

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TALBERT 50 TON LOWBOY VALUE STEP DECK TRAILER TRAILER TRAIL KING 35 TON CHEVY WATER TRUCK 2500 GAL EAGER BEAVER TRAILER 20 TON ANDERSON 10 TON TRAILER FONTAIN FLATBED TRAILER HANK WILLIAMS 12 TON TRAILER WILLIAMSON TRAILER Mercedes Benz CLS 550 Lee Boy Tack Wagon TALBERT STEP DECK TRAILER 40 TON DITCH WITCH 7610 ROCK SAW

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8.10 Contractor's Sworn Statement on Drug-Free Workplace Section 287.087, Florida Statutes, on Drug-Free Workplace

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

TO BE RETURNED WITH BID

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Florida Statutes, Section 287.087. 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 firm complies with the above requirements.

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Maurice A. Hynes, President CONTRACTOR'S PRINTED NAME 8.13 Insurance certificate



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1201 NE 5th Ave Authorized Representative Pompano, FL 33060 Authorized Representative		THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN								
Pompano, FL 33060	City of Polipano Beach									
2 Booket						AUTHORIZED REPRESE	NTATIVE			
© 1988-2014 ACORD CORPORATION All rights reserved			-000pano, FL 33000				L)			
© 1988-2014 ACORD CORPORATION All rights reserved			I			- Osto				
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		CERTIFICAT	E OF LIA	BIL	ITY IN	SURANCE		Date
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691			This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				8/8/2016 Infers no liend, extend	
	(727) 938-5562					Insurers Affording Cov	rerage	NAIC #
Ins	wred:	South East Personnel Leasing,	Inc. & Subsidia	aries	Insurer A:	Lion Insurance Company		11075
		2739 U.S. Highway 19 N.			Insurer B:			
1		Holiday, FL 34691			Insurer C:			
					Insurer D: Insurer E:			
Cov	/erage	s						
The p with re limits	olicies of in aspect to which the shown may	surance listed below have been issued to the insure hich this certificate may be issued or may pertain, the have been reduced by paid claims.	d named above for the po e insurance afforded by th	bilcy per he polici	iod indicated. No es described here	twithstanding any requirement ein is subject to all the terms, e	, term or condition of any contract or xclusions, and conditions of such po	other document licies. Aggregate
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number		cy Effective Date //DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	······
		GENERAL LIABILITY					Each Occurrence	*
		Commercial General Liability					Damage to rented premises (EA occurrence)	s
			1 1				Med Exp	s
			4 1				Personal Adv Injury	5
i		General aggregate limit applies per:					General Aggregate	\$
							Products - Comp/Op Agg	\$
		AUTOMOBILE LIABILITY					Combined Single Limit	
		Any Auto					(EA Accident)	5
		All Owned Autos					Bodily Injury	
		Scheduled Autos					(Per Person)	\$
		Hired Autos					Bodiły Injury	
		Non-Owned Autos					(Per Accident)	5
							Property Damage	
							(Per Accident)	\$
		EXCESS/UMBRELLA LIABILITY					Each Occurrence	
		Occur Claims Made					Aggregate	
		Deductible						
A		s Compensation and rers' Llability	WC 71949	01/	01/2016	01/01/2017	X WC Statu- tory Limits ER	
	Any prop excluded	rietor/partner/executive officer/member					E.L. Each Accident	\$1,000,000
		• NU escribe under special provisions below.					E.L. Disease - Ea Employee	\$1,000,000
							E.L. Disease - Policy Limits	\$1,000,000
	Other		Lion Insuran	ice Co	mpany is A	.M. Best Company ra	ited A- (Excellent). AMB	# 12616
		of Operations/Locations/Vehicles/E: pplies to active employee(s) of South East Pe	ciusions added tersonnel Leasing, Inc.	by End & Subs	lorsement/S	pecial Provisions: e leased to the following "(Client ID: 91-67	
Cover	age only a	pplies to injuries incurred by South East Pers		-			n: FL.	
Cover	age does :	not apply to statutory employee(s) or indeper	ndent contractor(s) of	the Cli	ent Company o	r any other entity.		
		ve employee(s) leased to the Client Company			request to (72	7) 937-2138 or by calling (727) 938-5562.	
•	ct Name: E 08-08-16		1ANHOLE REHABILIT	ATION				
	RIEK MANAGEMENT ON: 0-10							
CER	TIFICATE I	HOLDER		CAN	CELLATION		Begin Date	1/1/2014
		CITY OF POMPANO BEACH		Shou	ld any of the abov ar will endeavor to	o mail 30 days written notice to	Hed before the expiration date thereout the certificate holder nemed to the le d upon the insurer, its agents or repr	oft, but failure to
		1201 N.E. 5TH AVE						
		POMPANO BEACH, FL 33060				Joh d	lonera	

	RTIFICATE OF L AS A MATTER OF INFORMATION RMATIVELY OR NEGATIVELY AM			_	08/1	9/2016	
REPRESENTATIVE OR PRODUCI	ER. AND THE CERTIFICATE HOLD	TITUTE A CONTRAC	T BETWEEI	N THE ISSUING INSURI	BT INE R(S) AU	POLICIES	
UNE VISEANES IT THE CONTINUES IN	older is an ADDITIONAL INSURED, t icy, certain policies may require an indorsement(s).						
State Farm Insurance		CONTACT NAME:					
Brice B. Brown Agend	¢y	(A/C, No. Ext):	E-MAIL [A/C, No];				
611 S. Federal Hwy		ADDRESS: PRODUCER CUSTOMER ID #:					
Ft. Lauderdale, FL 33	301		SURER(S) AFF	ORDING COVERAGE	<u> </u>		
Intercounty Eng	ineering Inc	INSURER A ; State Fa	arm Florida ir	surance Company		<u>NAIC #</u> 10739	
1925 NW 18th S	Street	INSURER B :					
	Pompano Beach, FL 33069						
		INSURER E :					
COVERAGES		INSURER F :					
THIS IS TO CERTIEN THAT THE DOL	CERTIFICATE NUMBER: CIES OF INSURANCE LISTED BELOW Y REQUIREMENT, TERM OR CONDIT			REVISION NUMBER:			
INDICATED. NOTWITHSTANDING AN CERTIFICATE MAY BE ISSUED OR I EXCLUSIONS AND CONDITIONS OF S ISR TYPE OF INSURANCE	UCH POLICIES. LIMITS SHOWN MAY H	ORDED BY THE POLICI	ES DESCRIB	ED HEREIN IS SUBJECT 1	THE POLIC CT TO WI O ALL TH	Y PERIOD HICH THIS E TERMS,	
GENERAL LIABILITY	INSR WVD POLICY NUMBE	R (MM/DD/YYYY)	POLICY EXP		s	<u> </u>	
COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	\$		
CLAIMS-MADE OCCUR	╽╴┡╌╍╢└╼╌╢			PREMISES (Ea occurrence)	\$		
				MED EXP (Any one person) PERSONAL & ADV INJURY	<u> </u>		
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	<u>,</u> s	····	
POLICY PRO- JECT LOC					\$	······	
	375 2022 545 -				\$		
X ANY AUTO	375 2633-E15-5	9E 05/15/2016	11/15/2016	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
X ALL OWNED AUTOS					\$	•	
X SCHEDULED AUTOS				·	\$		
X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$		
				······································	\$		
UMBRELLA LIAB OCCUR				E 4 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	<u>. </u>		
EXCESS LIAB CLAIMS-M	ADE			40000000	<u>}</u>		
DEDUCTIBLE RETENTION \$	PPI				·		
WORKERS COMPENSATION					5		
	/N			WC STATU- OTH- TORY LIMITS ER			
OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under			ľ	E.L. EACH ACCIDENT			
SPECIAL PROVISIONS beiny			-	E.L. DISEASE - EA EMPLOYEE 1 E.L. DISEASE - POLICY LIMIT			
					·		
SCRIPTION OF OPERATIONS / LOC ATIONS / ME						1	
SCRIPTION OF OPERATIONS / LOCATIONS / VE	And LES (Attach ACORD 191, Additional Remark	is Schedule, if more space is i	required}				
RTIFICATE HOLDER		CANCELLATION				l	
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DDITIONAL INSURED: ITY OF POMPANO BEACH			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
00 WATLANTIC BOULEVARD	RICK MANAGEMENT	POLICY PROVISIONS.		THE DE PELVERED IN ACC	ORDANCE V	WITH THE	
OMPANO BEACH, FL 33060	BR: 08/10/10	AUTHORIZED REPRESENT		A A			
	The						
			IN	RD CORPORATION. AI		[