



City of Plantation
City Council Chambers

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING MEETING FOR WHICH THIS AGENDA CONSTITUTES NOTICE, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS CONDUCTED AT SUCH MEETING AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

THE CITY OF PLANTATION WILL PROVIDE REASONABLE ACCOMODATIONS FOR DISABLED INDIVIDUALS REQUESTING SPECIAL ASSISTANCE IN ORDER TO ATTEND OR PARTICIPATE IN THIS MEETING; PROVIDED, HOWEVER, THAT A REQUEST FOR SUCH ASSISTANCE MUST BE MADE TO THE OFFICE OF THE CITY CLERK (954) 797-2237 AT LEAST THREE (3) CALENDAR DAYS PRIOR TO THE SCHEDULED MEETING.

1 Roll Call

2 Opening Remarks/Invocation/ Pledge of Allegiance

3 Approval of minutes of City Council meeting held January 10, 2017

Summary:

Items Submitted By The Mayor

Consent Agenda

- 4 Request for approval to issue a work authorization to Hazen and Sawyer, PC for general utilities engineering services relating to the Regional Wastewater Treatment Plant Operating Permit in an amount not to exceed \$47,900.00

Summary:

- 5 Request for authorization to issue a purchase order to Harn R/O Systems, Inc. in an amount not to exceed \$38,320.00 for Installation Services for New Membranes Elements for the East Water Treatment Plant (WB No. 053-16).

Summary:

- 6 Request for authorization to execute an agreement with Youngquist Brothers,

Inc in an amount of \$37,200.00 for Central Water Treatment Plant's Mechanical Integrity Test (MIT) in accordance with ITB No. 049-16.

Summary:

- 7 Request for authorization to execute an agreement with Kercher Engineering, Inc for 'Consultant Services for the Implementation of a Pavement Management System' for the negotiated fee of \$145,430.00.

Summary:

- 8 Request for authorization to execute an agreement between the City of Plantation and Service Planning Corporation (SPC) based on the successful negotiations relating to RFQ No. 042-16; "Insurance Brokerage Services".

Summary:

- 9 Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 19, 2017 through February 1, 2017 for the City of Plantation's Gateway Development District.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 19, 2017 through February 1, 2017 for the City of Plantation's Gateway Development District.

- 10 Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 19, 2017 through February 1, 2017 for the City of Plantation's Midtown Development District.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 19, 2017 through February 1, 2017 for the City of Plantation's Midtown Development District.

- 11 Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 19, 2017 through February 1, 2017 for the City of Plantation.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 19, 2017 through February 1, 2017 for the City of Plantation.

- 12 Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 19, 2017 through February 1, 2017 for the City of Plantation's Community Redevelopment District.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 19, 2017 through February 1, 2017 for the City of Plantation's Community Redevelopment District.

Administrative Items

- 13 Pet Shops Code Enforcement Update

Summary:

- 14 Discussion concerning amending the permitted uses of the Master List of Business and Commercial Uses to allow commercial recreation game room use.

Summary:

- 15 Plantation Gateway CRA Plan Update

Summary:

Legislative Items

QUASI-JUDICIAL PROCEEDINGS

THE CITY CLERK WILL SWEAR IN ALL WITNESSES BEFORE SPEAKING. PLEASE STATE YOUR NAME AND WHETHER YOU HAVE BEEN ADMINISTERED AN OATH. ANY SPEAKER MAY BE CROSS-EXAMINED. IF YOU REFUSE TO BE CROSS-EXAMINED, YOUR TESTIMONY MAY NOT BE CONSIDERED. CROSS-EXAMINATION SHALL BE CONDUCTED IN A COURTEOUS MANNER. THE MATERIAL IN THE CITY CLERK'S AGENDA PACKET WILL BE CONSIDERED AS PART OF THE RECORD. THE APPLICANT WILL MAKE THE FIRST PRESENTATION, FOLLOWED BY PRESENTATIONS FROM ANY INTERESTED PERSON. THE ELECTED OFFICIALS MAY SET REASONABLE TIME LIMITS FOR SPEAKERS. THE HEARING WILL THEN BE CLOSED AND THE MATTER DECIDED. THE ELECTED OFFICIALS MAY DIRECT THE CITY ATTORNEY TO PREPARE A RESOLUTION REFLECTING THEIR DELIBERATIONS WHICH WILL BE CONSIDERED AT A FUTURE MEETING.

QUASI-JUDICIAL CONSENT AGENDA

ITEMS INCLUDED UNDER THE CONSENT AGENDA ARE SELF EXPLANATORY AND ARE NOT EXPECTED TO REQUIRE REVIEW OR DISCUSSION. ITEMS WILL BE ENACTED BY ONE MOTION. IF DISCUSSION IS DESIRED, THAT ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

Quasi-Judicial Consent Agenda

Quasi-Judicial Items

Comments by Council Members

Public Requests of the Council Concerning Municipal Affairs

**Plantation City Council
Meeting Agenda**

**Notice of City Council
Meeting**

**Wednesday, February 8,
2017 ~ 7:30 PM**



City of Plantation
City Council Chambers

Subject:

Approval of minutes of City Council meeting held January 10, 2017

ATTACHMENTS:

Description

Draft minutes
Certified Election results

Upload Date

2/3/2017
2/1/2017

Type

Backup Material
Backup Material

**REGULAR MEETING OF THE CITY COUNCIL
PLANTATION, FLORIDA**

January 10, 2017

The meeting was called to order by Councilmember Peter Tingom, President of the City Council. He welcomed Councilmembers Fadgen and Hyatt.

1. Roll Call by City Clerk:

Councilmember:	Jerry Fadgen
	Mark Hyatt
	Ron Jacobs
	Lynn Stoner
	Peter S. Tingom
Mayor:	Diane Veltri Bendekovic
City Attorney:	Donald Lunny Jr.
City Clerk:	Susan K. Slattery

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WORKSHOP

2. Bond Workshop

Horace McHugh, Chief Administrative Officer gave an overview of the bond referendum election in November and explained that tonight's meeting is to discuss the financial aspect of the bond.

Sergio Masvidal, Managing Director of Public Financial Management Inc. was present and provided a brief power point presentation pertaining to the bond. Also present was Jolicia Colling a representative of the Bryant Miller Olive, Bond Counsel.

Council discussion ensued.

The City Council made the following recommendations:

- Consensus for ad valorem revenues
- Consensus to conduct bond validation
- Consensus to seek credit recommendations from 2 agencies
- Consensus to issue one series of bonds
- Consensus to go forward with the not to exceed 20 years
- Consensus for bonds to be competitively sold

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There was a brief recess prior to the commencement of the regular City Council meeting at 7:30 pm

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3. Opening remarks were made by Mayor Bendekovic. The Pledge of Allegiance followed.
4. Approval of Minutes – None

ITEMS SUBMITTED BY THE MAYOR

Sharon Kent, Assistant Parks and Recreation Director made the following announcements:

- Yoga in the Park is being held the first Saturday of the month beginning January 7, 2017 at 9:00 am at Rae Carole Armstrong Liberty Tree Park and the second Saturday of the month beginning January 14, 2017 at Deicke Park. There is no cost for this event.
- Kids' Day Off Program on Friday, January 13, 2017 at Plantation Central Park and Jim Ward Community Center.
- Kids' Day Off Program on Monday, January 16, 2017 at Plantation Equestrian Center.
- Level 6 Tennis Tournament, Saturday January 21 – Monday, January 23, 2017 at Frank Veltri Tennis Center.

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Ed Consaul, Public Works Director provided a brief update on the changes to the Waste Management Contract including the changes to bulk pickup. One of the new changes is that the City will no longer be picking up Christmas trees. They can still be dropped off at the Public Works compound.

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Mayor Bendekovic made the following announcements:

- A Showcase of Plantation Schools will be held on Thursday, January 12, 2017 at Volunteer Park from 6:00 – 8:00 pm.
- Martin Luther King Jr. Remembrance Day, Sunday, January 15, 2017, 3:30 pm at Plantation United Methodist Church.
- Snakes Alive! at Helen B. Hoffman Plantation Library, Tuesday, January 24, 2017 from 6:00 – 7:00 pm.
- Mayor's Council, Thursday, January 26, 2017, 6:30 pm at Jim Ward Community Center.
- Doggie Palooza, Saturday, January 28, 2017, 10:00 am – 3:00 pm at Happy Tails Dog Park.
- Helen B. Hoffman Plantation Library "Book Swap", Tuesday, February 7 from 6:00 – 7:00 pm.
- New Museum Exhibit: Transportation, Grand Opening on February 18, 2017.
- Plantation Farmers Market, every Saturday at Volunteer Park from 8:00 am – 2:00 pm.

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CONSENT AGENDA

Councilmember Tingom pulled Item #5 from the Consent Agenda, Councilmember Hyatt pulled Items # 9 & #16 from the Consent agenda and Dennis Conklin, resident, pulled Item #14 from the Consent Agenda.

6. Request for authorization to continue to participate in the Southeast Florida Co-Op Bid No. 432-11261 (lead agency: City of Fort Lauderdale) for the purchase of hydrofluorosilicic acid (fluoride) from Harcross Chemicals Inc., from March 1, 2017 to February 28, 2018, for \$0.25/per pound (full truck loads) and \$0.265/per pound (less than full)
7. Request for authorization to exercise/execute the last of four (4) one-(1) year renewal options with Fort Bend Services, Inc. to purchase polymer (Mannich Type) through the City of Plantation Contract No. 019-13 at the price of \$0.28/lb, delivered through February 27, 2018.
8. Request for approval of a “competitive procurement exemption” (City of Plantation Code 2-226(g)(2)) and authorization to issue a purchase order to Afton Pumps, Inc. for the inspection and rebuilding of (1) Afton Pump in an amount not to exceed \$38,950.00
10. Request for authorization to issue a purchase order to ShowTurf, LLC in the amount of \$32,090.06 for the supply and delivery of (1) utility vehicle with sprayer attachment.
11. Request for authorization to issue a purchase order to Plantation Ford in the amount of \$834,450.26 for the supply and delivery of various 2017 Ford vehicles.
12. Request for authorization to award ITB No. 046-16 for the purchase of the Police Department Emergency Generator to DHI Investments, LLP, dba Don Hillman Inc. for an amount not to exceed \$55,825.00
13. Request for approval and authorization to award a contract for “Police Department Generator Installation” ITB No. 039-16 in the amount of \$80,060.00 to Mr. Electric & Associates Inc.
15. **Resolution #12413**
RESOLUTION of the City of Plantation, Florida, requesting the approval of the Florida League of Cities President, Mayor Susan Haynie of Boca Raton to the Constitution Revision Commission.
17. **Resolution #12414**
RESOLUTION approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period December 8, 2016 through January 4, 2017 for the City of Plantation’s Gateway Development District.
18. **Resolution #12415**
RESOLUTION approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period December 8, 2016 through January 4, 2017 for the City of Plantation’s Midtown Development District.

19. **Resolution #12416**

RESOLUTION approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period December 8, 2016 through January 4, 2017 for the City of Plantation.

20. **Resolution #12417**

RESOLUTION approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period December 8, 2016 through January 4, 2017 for the City of Plantation's Community Redevelopment District.

Motion by Councilmember Stoner, seconded by Councilmember Fadgen, to approve the Consent Agenda with exception to Items 5, 9, 14 & 16 which were voted on separately. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Jacobs, Stoner, Tingom

Nays: None

Mayor Bendekovic voted affirmatively on Item No. 20

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5. Acceptance of Plantation Athletic League financial audit.

This item was pulled by Councilmember Tingom. He pulled it to let the public know that this is the seventh year that an audit has been done with no significant exceptions. He praised the leadership of Mr. Wayne Koppel.

Motion by Councilmember Jacobs, seconded by Councilmember Stoner, to approve Item 5. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Jacobs, Stoner, Tingom

Nays: None

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9. Request for authorization to issue a purchase order to Smith Brothers Contracting Equipment, Inc. d/b/a Bobcat of Broward in the amount of \$67,628.00 for the supply and delivery of (1) 18" trailer mounted chipper.

This item was pulled by Councilmember Hyatt. He asked for clarification in the amount that was budgeted and the actual cost of the chipper and where the extra funds were coming from.

Motion by Councilmember Hyatt, Seconded by Councilmember Stoner, to approve Item 9. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Jacobs, Stoner, Tingom

Nays: None

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Resolution #12419

14. **RESOLUTION** of the City of Plantation, Florida pertaining to the subject of Economic Development; supporting certain requested State action for a project known as “Project Magnesium”; recommending that such project be approved as a Qualified Target Industry (QTI) business pursuant to Florida Statutes Sections 288.106 and 288.108; providing for local financial monetary support in the form of cash for the Qualified Target Industry Tax refund; providing findings; providing a savings clause; and providing an effective date therefor.

This item was pulled by Dennis Conklin, resident. He proposed the Plantation Business Park as a location for this business.

Motion by Councilmember Fadgen, Seconded by Councilmember Hyatt, to approve Item 14. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Jacobs, Stoner, Tingom

Nays: None

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16. **Resolution #12418**

RESOLUTION approving the budget amendments and the amended budget for FY 2017.

This item was pulled by Councilmember Hyatt. He requested clarification on the cost of some of the vehicles for the Fire Department. He also inquired about the vehicles that are being purchased.

Motion by Councilmember Hyatt, Seconded by Councilmember Fadgen, to approve Item 16. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Jacobs, Stoner, Tingom

Nays: None

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ADMINISTRATIVE ITEMS - NONE

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LEGISLATIVE ITEMS:

21. Public Financial Management – PFM Presentation – Investment Portfolio Update & Investment Policy Review

Items No. 21 & 22 were discussed together but voted on separately.

A power point presentation was given by Richard Pengelly. He spoke of the City's portfolio and explained some of the changes that were made to the City's investments.

PFM is recommending:

- The City's policy contains the necessary sections under Florida Statutes, the Association of Public Treasures of the US and Canada model policy requirements; and the current GFOA investment policy best practices
- To increase portfolio diversification, PFM recommends the City add credit exposure by including several new sectors (Corporate Notes, Commercial Paper, Municipal Securities and Asset-Backed Securities)
- Including two new additional questions on Attachment "A" – "Investment Pool/Fund Questionnaire" to account for recent changes in the SEC rules for money market funds. The new questions address whether a fund has a stable NAV or has the ability to impose redemption gates liquidity fees

Councilmember Stoner requested the glossary of the Policy be updated.

No Action was necessary on Item No. 21.

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22. Public Hearing and First Reading of an ordinance pertaining to the subject of Finance; creating Section 2-295 of the Code of Ordinances so as to authorize the investments of certain public funds in various types of investment vehicles, subject to the City's Investment Policy, as same may be amended by Resolution, providing a conflicts clause and savings clause; and providing an effective date therefor.

Motion by Councilmember Stoner, seconded by Councilmember Jacobs, to pass the Ordinance on first reading. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Jacobs, Stoner, Tingom
Nays: None

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QUASI-JUDICIAL ITEMS - NONE

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COMMENTS BY COUNCIL MEMBERS

23. Discussion of the disposition of parking citations issued on Old Hiatus Road, four blocks north and south of NW 14th Street, and one block west of any street that connect with Old Hiatus Road. (Sponsored by Councilmember Fadgen)

Motion by Councilmember Fadgen to:

- *Acknowledge that the Plantation Police Offices exercised their proper legal authority in issuing the parking violations in and around North Old Hiatus Road in December 2016;*
- *The City Council for good, sound business reasons, directs the appropriate City official to rescind, withdraw, or dismiss all the parking citations issued between November 21, 2016 and December 31, 2016, within one mile of the intersection of North Old Hiatus Road and NW 14th Street;*
- *To the extent that any of the citations have been paid (or will be paid) 100% of those proceeds shall be refunded to the payer, and;*
- *All the No Parking signs paid for and erected by the City of Plantation along North and South Old Hiatus Road (including No Parking signs erected on any connecting street during that same time frame) should be removed immediately.*

There was no second to the motion, therefore Councilmember Fadgen withdrew the motion.

Councilmember Jacobs commented that the City needs to come up with a new solution. He would like this addressed in a more holistic way.

Chief Harrison explained the City has no authority to dismiss any of the tickets, these are County parking tickets. He mentioned the steps that were taken by the Police Officers prior to writing tickets. Most of the tickets written were not Plantation residents. There were many calls made to the Police Department about the illegal parking of vehicles.

Mr. Butler, City Engineer mentioned that Old Hiatus Road is not a City roadway. He also noted that the swale is for emergency or safety purposes. Its intended purpose is not for parking. He is not comfortable in placing a barrier in the area.

Councilmember Hyatt to avoid any impropriety declared a conflict of interest. He filed the appropriate papers with the City Clerk.

Dennis Conklin, resident commented on the closing of Federated Road yearly.

Adam Frachtenberg, resident read into the record comments from a neighbor in the area and made some comments of his own.

There was consensus of the Council to bring this item back for discussion prior to the next holiday season for a solution.

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Councilmember Stoner

Commented on Plantation Police presence at the Fort Lauderdale/Hollywood International Airport incident on Friday, January 6, 2017.

Councilmember Fadgen

Wishes everyone a Happy New Year. Inquired about the change to the agenda format.

Mayor Bendekovic

Reminder to Elected Officials to complete the Three Steps to Wellness. She commented on the new Pickle ball courts which have opened.

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Certificate of Declaration of Result of Bond Referenda of November 8, 2016

On November 8, 2016 a Bond Referenda was conducted concerning whether to authorize the City of Plantation to issue Ad Valorem Bonds, the three (3) questions for which were as follows:

QUESTION 1:

***CITY OF PLANTATION, FLORIDA
AD VALOREM BONDS
PUBLIC SAFETY IMPROVEMENTS***

Shall the City of Plantation, Florida issue bonds in one or more series not exceeding in the aggregate \$14,200,000, bearing interest rates not exceeding the maximum legal rate, maturing within 30 years from issuance, pledging the City's ad valorem tax revenues to finance the expansion, renovation and improvement of various public safety projects, to protect against and respond to life, safety and property threats, including fire stations, fire trucks and equipment, and police training facilities?

Yes – For Bonds _____

No – Against Bonds _____

QUESTION 2.

***CITY OF PLANTATION, FLORIDA
AD VALOREM BONDS
PARKS AND RECREATION IMPROVEMENTS***

Shall the City of Plantation, Florida issue bonds in one or more series not exceeding in the aggregate \$17,100,000, bearing interest rates not exceeding the maximum legal rate, maturing within 30 years from issuance, pledging the City's ad valorem tax revenues to finance the renovation, improvement and construction of parks and recreation facilities, including multi-use recreation trails, renovation, expansion and replacement of buildings and athletic venues, and other park improvements?

Yes – For Bonds _____

No – Against Bonds _____

QUESTION 3.

***CITY OF PLANTATION, FLORIDA
AD VALOREM BONDS
PUBLIC WORKS IMPROVEMENTS***

Shall the City of Plantation, Florida issue bonds in one or more series not exceeding in the aggregate \$28,700,000, bearing interest rates not exceeding the maximum legal rate, maturing within 30 years from issuance, pledging the City's ad valorem tax revenues to finance the renovation, acquisition and improvement of various public works projects, including building renovations, roadway paving, drainage, lighting improvements, stormwater system rehabilitation, system upgrades and equipment purchases?

Yes – For Bonds _____

No – Against Bonds _____

The November 8, 2016 Bond Referenda was held in connection with a regular Federal, State, County, and Municipal Election.

At the November 9, 2016 City Council Meeting, the Mayor of Plantation declared that all three questions for the Bond Referenda had passed. The Minutes will reflect this declaration. At this time of this declaration, however, the results of the Bond Referenda had not yet been certified by the Broward County Supervisor of Elections.

The results of the Bond Referenda was certified by the Broward County Supervisor of Elections, and signed by the Canvassing Board on November 19, 2016. On November 23, 2016, the City Clerk of Plantation mailed a copy of the certified results (which is attached hereto as Exhibit "1") to the Department of State Division of Elections, by United States First Class Mail.

At the December 14, 2016 City Council Meeting, the public was advised by the Chief Administrative Officer that all three (3) Bond Referenda questions passed. When this declaration was made, the Bond Referenda results had been certified by the Broward Supervisor of Elections. The Minutes will reflect this declaration.

At the January 10, 2017 City Council Meeting, the public was advised that all three (3) Bond Referenda questions passed. When this declaration was made, the Bond Referenda results had been certified by the Broward Supervisor of Elections.

In order to more clearly ensure that the City Council Meeting Minutes contain the declared results of the Bond Referenda, the Exhibit "1" copy of the signed, certified results of the Bond Referenda from the Broward Supervisor of Elections Office is being hereby incorporated by reference in its entirety into these Minutes. Additionally, this Certificate of Declaration of Result of Bond Referenda of November 8, 2016 is also being made by the City's governing authority and incorporated into these Minutes to evidence the findings and declarations that the Bond Referenda was approved, as follows:

1. With respect to the Question 1 above, the total number of votes cast in favor of the Bonds was 23,241 (59.56%), and the total number of votes cast against the Bonds was 15,781 (40.44%). There were 23 Over Votes and 6,834 Under Votes with respect to Question 1.
2. With respect to the Question 2 above, the total number of votes cast in favor of the Bonds was 22,685 (58.18%), and the total number of votes cast against the Bonds was 16,304 (41.82%). There were 13 Over Votes and 6,877 Under Votes with respect to Question 2.
3. With respect to the Question 3 above, the total number of votes cast in favor of the Bonds was 22,993 (58.74%), and the total number of votes cast against the Bonds was 16,151 (41.26%). There were 7 Over Votes and 6,728 Under Votes with respect to Question 3.

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PUBLIC REQUESTS OF THE COUNCIL CONCERNING MUNICIPAL AFFAIRS

Dennis Conklin, resident commented on the format on the agenda of the opening of the meetings.

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Meeting adjourned at 8:56 p.m.

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Councilmember Peter S. Tingom
City Council President

ATTEST:

Susan Slattery, MMC
City Clerk

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Minutes was received by the Office of the City Clerk and entered into the Public Record this _____ day of _____, 2017.

Susan Slattery, MMC
City Clerk

SUMMARY REPT-GROUP DETAIL

RUN DATE:11/19/16 11:23 PM

GENERAL ELECTION
BROWARD COUNTY, FLORIDA
NOVEMBER 8, 2016PLANTATION
REPORT-EL45A
PAGE 001

	TOTAL VOTES	%	ED 200	ED 1V0	EV 200	EV 1V0	AV	PV
PRECINCTS COUNTED (OF 30)	30	100.00						
REGISTERED VOTERS - TOTAL	67,416							
BALLOTS CAST - TOTAL	49,303		12,550	2	24,048	5	12,679	19
VOTER TURNOUT - TOTAL	73.13							
CITY COUNCIL GROUP 3 PLANTATION								
(Vote for no more than) 1								
Ron Jacobs	21,284	61.07	5,071	1	10,718	3	5,486	5
Michael Taussig	13,568	38.93	3,730	0	6,117	0	3,715	6
Over Votes	15		3	0	2	0	10	0
Under Votes	11,111		3,094	1	5,269	1	2,740	6
CITY COUNCIL GROUP 4 PLANTATION								
(Vote for no more than) 1								
Mark Hyatt	18,459	51.18	5,198	1	9,092	1	4,160	7
Chris P. Zimmerman	17,611	48.82	4,008	0	8,502	2	5,093	6
Over Votes	21		6	0	9	0	6	0
Under Votes	9,887		2,686	1	4,503	1	2,692	4
CITY COUNCIL GROUP 5 PLANTATION								
(Vote for no more than) 1								
Jerry Faden	18,088	50.64	5,138	1	8,230	1	4,715	3
Robert A. (Docbob) Levy	17,629	49.36	3,923	0	8,948	2	4,747	9
Over Votes	17		4	0	6	0	7	0
Under Votes	10,244		2,833	1	4,922	1	2,482	5
PLANTATION 1								
(Vote for no more than) 1								
Yes - For Bonds Si - A favor de	23,241	59.56	5,615	2	11,498	4	6,116	6
No - Against Bonds No - En Cont	15,781	40.44	4,211	0	7,419	0	4,143	8
Over Votes	23		3	0	4	0	16	0
Under Votes	6,834		2,069	0	3,189	0	1,573	3
PLANTATION 2								
(Vote for no more than) 1								
Yes - For Bonds Si - A favor de	22,685	58.18	5,578	1	11,396	2	5,701	7
No - Against Bonds No - En Cont	16,304	41.82	4,268	1	7,477	1	4,550	7
Over Votes	13		1	0	1	0	11	0
Under Votes	6,877		2,051	0	3,236	1	1,586	3

SUMMARY REPT-GROUP DETAIL

RUN DATE:11/19/16 11:23 PM

GENERAL ELECTION
BROWARD COUNTY, FLORIDA
NOVEMBER 8, 2016

PLANTATION

REPORT-EL45A PAGE 002

TOTAL VOTES	X	ED 200	ED 1V0	EV 200	EV 1V0	AV	PV
22,993	58.74	5,500	2	11,330	3	6,152	6
16,151	41.26	4,383	0	7,615	1	4,144	8
7		0	0	1	0	6	0
6,728		2,015	0	3,164	0	1,546	3

PLANTATION 3

(Vote For no more than) 1

Yes - For Bonds 51 - A favor de
No - Against Bonds No - En Cont
Over Votes
Under Votes

COUNTY JUDGE
COUNTY CLERK
COUNTY JUDGE



City of Plantation
City Council Chambers

Subject:

Request for approval to issue a work authorization to Hazen and Sawyer, PC for general utilities engineering services relating to the Regional Wastewater Treatment Plant Operating Permit in an amount not to exceed \$47,900.00

Item Description:

The City of Plantation operates the Regional Wastewater Treatment Plant (WWTP) which is permitted by the Florida Department of Environmental Protection (FDEP). The renewal application for this permit is required to be submitted prior to May 24, 2017, which is 180 days prior to the permit expiration date of November 20, 2017. Also required to be submitted with permit application are a Capacity Analysis Report (CAR) and an Operation and Maintenance Performance Report (OMPR). The Utilities Department is requesting approval to allow Hazen and Sawyer to prepare the permit application and the associated OMPR and submit them to FDEP on behalf of the City.

The Procurement Section has reviewed this information and has determined based on the information provided; that hourly rates utilized to determine the totals provided are in accordance with RFCP No. 085-12 (Scope A) latest renewal.

**Scope A (d) of RFCP No. 085-12 identifies the work being requested; "consulting services with respect to obtaining all required permits for the construction, operations, testing, maintenance or modification of any of the City's utilities plant facilities, including consulting services necessary to obtain operating permits, consumptive use permits, and other necessary permits."*

This information is provided for your review and approval to issue a work authorization to Hazen and Sawyer, PC for the referenced work in an amount not to exceed \$47,900.00.

Funding:

440-0200-535-3140

Amount:

Not to exceed: \$47,900.00

Finance Director/Budget Manager Recommendation:

The Wastewater Services Department budgeted \$200,000 for RWWTP-Mechanical Integrity Testing.

Prepared By:

Charles Spencer

ATTACHMENTS:

Description	Upload Date	Type
Hazen and Sawyer Proposal	1/26/2017	Backup Material
Signed Agreement with Renewal Documentation	1/26/2017	Backup Material

UTILITIES WORK AUTHORIZATION NUMBER _____

**CITY OF PLANTATION
GENERAL UTILITIES ENGINEERING SERVICES
WORK AUTHORIZATION**

**PROJECT NO. 13-27
REGIONAL WWTP OPERATING PERMIT**

BACKGROUND

The City of Plantation operates the Regional Wastewater Treatment Plant (WWTP) which is permitted by The Florida Department of Environmental Protection (FDEP). The renewal application for this permit is required to be submitted prior to May 24, 2017, which is 180 days prior to the permit expiration date of November 20, 2017. Also required to be submitted with the permit application are a Capacity Analysis Report (CAR) and an Operation and Maintenance Performance Report (OMPR). The City has requested Hazen and Sawyer (CONSULTANT) to prepare the permit application and the associated OMPR and submit them to FDEP on behalf of the City.

SCOPE OF SERVICES

Task 1 – Operation and Maintenance Performance Report

CONSULTANT shall prepare the OMPR for the Regional WWTP which will evaluate if there is reasonable assurance that the facility will meet the permit limitations during the period for which the operating permit renewal application is being submitted. The report shall evaluate the capability of the treatment facilities to function as intended, including a detailed assessment of the physical condition of major process equipment, overall treatment efficiency of the WWTP, performance trends, and the operations and maintenance program. The report shall identify deficiencies, if any, with the physical capacity and performance conditions of the WWTP, including any potential problems with the current operation and maintenance program. Finally, the report shall provide recommendations and schedules, if needed, for corrective actions.

Task 2 – Capacity Analysis Report

CONSULTANT shall prepare a CAR for the treatment plant as part of the operating permit application to FDEP. CONSULTANT shall compile the Regional WWTP flow data from City provided Excel sheets that is required to perform the analysis.

Task 3 – FDEP Permit Application

CONSULTANT shall prepare the treatment plant operating permit application to FDEP. CONSULTANT shall compile the Regional WWTP information and documentation that is required to complete the application, including, but not limiting to the following:

- Location map,
- Areas served,

- Records of all existing permits and applications,
- A process flow diagram showing the current status and current capacity of the facility,
- A site plan showing the current operations and unit processes,
- The Capacity Analysis Report,
- The Operation and Maintenance Performance Report,
- Monthly operating reports,
- Updated schedule of ongoing projects, and
- Information about future plans for the facility.

ASSUMPTIONS

1. It is assumed that the City will pay all related permit fees.
2. It is assumed that the City will provide operating data in Excel format for the reports and application.

SCHEDULE

CONSULTANT shall submit all deliverable data in accordance with the following schedule:

<u>Deliverable</u>	<u>Date</u>
Submit Draft Reports and Application to City for review	April 26, 2017
Receive City comments	May 10, 2017
Submit Reports and Application to FDEP	May 17, 2017

COMPENSATION

The compensation for the identified services shall be a lump sum cost of forty seven thousand nine hundred dollars (\$47,900). The breakdown of the estimated fee by task is as follows:

<u>Description</u>	<u>Fee</u>
LABOR	
Task 1 – Operation and Maintenance Performance Report	\$30,300
Task 2 – Capacity Analysis Report	7,200
Task 2 – FDEP Permit Application	<u>10,000</u>
LABOR SUBTOTAL	\$47,500
REIMBURSABLES	
Other Direct Expenses (ODCs)	<u>\$400</u>
TOTAL	\$47,900

AUTHORIZATION FOR NOTICE-TO-PROCEED

Chuck Flynn, Director of Utilities

Date

PROJECT NO. 13-27 - ESTIMATED FEE BACKUP INFORMATION
REGIONAL WWTP OPERATING PERMIT
CITY OF PLANTATION

Task	Vice President	Project Mgr. / Tech. Expert	Supervising Engineer	Senior Engineer	Designer	Typist	Total Hours	Total Fee
<u>LABOR:</u>								
Task 1 - OMPR	0	80	16	80	16	8	200	30,300
Task 2 - CAR	0	16	4	24	2	2	48	7,200
Task 2 - FDEP Permit	0	24	4	32	4	4	68	10,000
Total Labor Fee	0	120	24	136	22	14	316	\$47,500

REIMBURSABLE COST:

Communications and Reproductions

\$400

TOTAL ESTIMATED FEE

\$47,900

AGREEMENT

Between

THE CITY OF PLANTATION

And

HAZEN AND SAWYER, P.C.

For

**CONTINUING CONSULTING ENGINEERING SERVICES FOR WASTEWATER AND
WATER UTILITIES ENGINEERING WITHIN ENVIRONMENTAL AND SANITARY
DISCIPLINES (SCOPE A)**

This is as Agreement between: CITY OF PLANTATION, a Florida municipal corporation, hereinafter referred to as "CITY",

AND

HAZEN AND SAWYER, P.C., a New York corporation, its successors and assigns, hereinafter referred to as "CONSULTANT".

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 CITY has met requirements of the Consultant Competitive Negotiation Act, as set forth in Section 287.055 Florida Statutes, in order to execute a Continuing Consultant Contract for Continuing Consulting Engineering Services for Wastewater and Water Utilities Engineering within Environmental and Sanitary Disciplines (Scope A) and has selected CONSULTANT to perform the work as outlined in this Agreement.
- 1.2 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and CITY, and this Agreement incorporates the results of such negotiations
- 1.3 Specific projects within the Scope of the continuing Contract Services as identified herein will be assigned to the CONSULTANT from time to time pursuant to independent

assignments for such services. By executing this continuing Contract, the CITY does not commit that all matters in the future which may be within Scope of Services provided above will be assigned to the CONSULTANT. No breach of the continuing Contract will occur if the CITY submits such matters to bids or seeks bids or proposals from other parties, including but not limited to engineering firms, for such work and awards such work to other firms.

ARTICLE 2

DEFINITIONS AND INTRODUCTORY MATTERS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are agreed upon both parties.

- 2.1 CONTRACT ADMINISTRATOR: Whenever the term "CONTRACT ADMINISTRATOR" is used herein, it is intended to mean the Director of Utilities. In the administration of this Agreement, all parties may rely upon instructions or determinations made by the CONTRACT ADMINISTRATOR; however, the Mayor of Plantation must approve all instructions or directions which affect CITY incurred (or saved) costs or expenses or changes to the Scope of Work.
- 2.2 CONSTRUCTION CONTRACTOR: The person(s), firm(s), corporation(s) or other entity who enters into an agreement with CITY to perform the construction work desired by CITY relating to PROJECT.
- 2.3 CONSULTANT: Hazen and Sawyer, P.C. which is the professional organization with whom CITY contracted for the performance of professional engineering services pursuant to this Agreement.
- 2.4 CITY: City of Plantation, Florida, a Florida municipal corporation.
- 2.5 NOTICE TO PROCEED: A written statement issued by the CONTRACT ADMINISTRATOR directing CONSULTANT to begin work on a project, which will then be considered as "Assigned Project".
- 2.6 PROJECT: The PROJECT(S) which may be performed by CONSULTANT after receiving a NOTICE TO PROCEED are as follows:
- a. Professional services rendered to the City in connection with a construction project where the total cost of construction are estimated to not exceed \$325,000.00, or such lesser or greater amount as is from time to time set forth in 287.017, category 5, Fla Stat. (2013), as amended; or,
 - b. A planning or study activity when the fee for the professional services rendered in connection therewith will not exceed \$35,000.00, or such lesser or greater sum as may be authorized by 287.017, category 2, Fla Stat. (2013), as amended; or,
 - c. The following work and services of a specific matter:

SCOPE A

Generally, this Scope "A" pertains to (I) Water Plant (WTP) Rehabilitation, Expansion, and/or Capacity Replacement, (II) Wastewater Treatment Plant (WWTP) Rehabilitation, Expansion, and/or Capacity Replacement, (III) Plant Modification, and Wellfield Development and Hydrogeological Services, (IV) Operational Studies and Services. These include, but are not limited to the following:

- a. Consulting services regarding well field improvements and modifications, as well as wastewater and brine injected well improvements and modifications. This includes water use permitting, well field improvements and redevelopment, deep injection well maintenance and repair, locating and installing surficial wells (i.e., Biscayne Aquifer supply wells), aquifer storage and recovery well development, Floridian Aquifer wells, and multi-use wells for ASR/Floridian supply. Also included are Deepwell disposal of wastewater effluent, underground injection control, and deep well rehabilitation and replacement.
- b. Consulting services with respect to expanding and modifying the City East Water Treatment Plant and Central Water Treatment Plant Facilities.
- c. Consulting services regarding expanding and modifying the City's Regional Wastewater Treatment Plant
- d. Consulting services with respect to obtaining all required permits for the construction, operations, testing, maintenance or modification of any of the City's utilities plant facilities, including consulting services necessary to obtain operating permits, consumptive use permits, and other necessary permits.
- e. Perform evaluations, preliminary designs, cost estimates, analyses of alternatives, or other studies pertaining to any utilities plants facilities or equipment as required by Utilities Department, including but not limited to, Industrial Pretreatment Program and Laboratory Analyses.
- f. Attend meetings on behalf of and represent the City Utilities Department on technical issues as requested before various regulatory bodies, boards, entities, and permitting authorities.
- g. Perform preliminary design, final design and studies related to the design of City-owned plant and plant related and plant-related utilities facilities.
- h. Perform services in preparing design criteria packages for design/build projects desired the City that affect City utilities plant facilities.
- i. Provide engineering and consulting services in assisting the City to determine which contractor on projects is the lowest responsive bidder or most advantageous proposer, and assist the City in rendering advice, evaluative, and consulting services in connection with bid/proposal protests, and bid/proposal appeals.
- j. Advise the City as appropriate from time-to-time of new regulation and regulatory efforts that impact the City's operation of its water and wastewater treatment plant facilities, including advice on new technologies that would enhance City services of reduce City costs in operating its water and wastewater treatment services.
- k. Provide consulting services in the design, cost efficiencies, and assist with implementation of a reclaimed water use system, methane recovery systems, bio-solids treatment and disposal

systems, and other like strategies and systems when and if such systems are evaluated by the City Utilities Director.

- l. Provide hydro geological services and other plant and plant-related facilities on an as-needed and consulting basis as determined appropriate by the City Utilities Director.
- m. Provide consulting services in the investigation of water and wastewater facilities defects and problems, including the determination of responsibility for same, and including service as an expert witness in litigation, if necessary
- n. Evaluate the reasonableness of capacity charges, and other water and wastewater fees and charges as directed by the City Utilities Director.
- o. Professional services rendered to the City in connection with a construction project not of a nature specified above where total costs of construction are estimated to not exceed \$325,000.00 or such lesser or greater amount as is set forth in 287.017, category 5, Florida Statutes (2013), as time the task is ordered.
- p. A planning or Study activity not of a nature specified above when the fee for the professional services rendered in connection therewith will not exceed \$35,000.00, or such lesser or greater sum as may be authorized by 287.017, category 2, Florida Statutes (2013), as amended, as of the time the task is ordered.
- q. Prepare and complete computer modeling of the City water and wastewater plant and plant systems and, assist with implementation of such modeling within the City so that the modeling is user friendly, and practical for the City to use.
- r. Updating the City of Plantation master water service plan and sanitary sewer services plan, including the review of capital improvements necessary and appropriate to be installed in such plans.
- s. Provide periodic utilities-related studies, reviews, assessments, or certifications as required by City bind documents, as required by law or regulation, or as desired by the Utilities Director.
- t. Rate analyses for adjustments in utilities rates and other charges, and the evaluation of the reasonableness of capacity charges
- u. Consulting services with respect to required consumer confidence report(s)
- v. Consulting services with respect to vulnerability assessments.
- w. Consulting services with respect to process controls and instrumentation
- x. Consulting studies with respect to supervisory control of data and data acquisition.
- y. Prepare and complete computer modeling of City water and wastewater plant, water distribution systems, and wastewater collection systems; and additionally assist with implementation of such modeling within the City so that the modeling is user friendly and practical for the City to use.

- z. A planning or study activity not of a nature specified above when the fee for the professional services rendered in connection therewith will not exceed \$25,000.00, or such lesser or greater sum as set forth in subsection §287.055(3)(a), Florida Statutes, as of the time the task is ordered.

2.7 REIMBURSABLES:

Whenever the term REIMBURSEABLES is used herein, it is intended to mean actual expenses incurred by CONSULTANT and directly related to the performance of the services as set forth in this Agreement, which REIMBURSABLES are limited to:

- a. Identifiable expenses of transportation in connection with as assigned PROJECT subject to the provisions and limitations for public agencies established in Chapter 112, Florida Statutes. Automobile travel inside Broward County is not reimbursed. Surface travel outside Florida and all air travel will be reimbursed only when CONTRACT ADMINISTRATOR has given prior written approval for such expense. Rental cars shall be mid-sized or smaller. *(Note: Per EXHIBIT "A" Hazen and Sawyer P.C. shall not bill/charge the City of Plantation mileage while performing any/task/project under RFCP No. 085-12)*
- b. Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Chapter 112, Florida Statutes.
- c. Identifiable communication expenses for express mail charges.
- d. Identifiable cost or printing reproduction and aerial photography.
- e. Identifiable testing cost, including rental of pilot testing and field analytical equipment.
- f. Permit application fees. All fees paid to regulatory agencies for approvals directly attributed to the PROJECT, which have been approved in advance by the CONTRACT ADMINSTRATOR.
- g. Computer services, limited to computer-aided-design. Notwithstanding anything to the contrary in the Agreement, all REIMBURSABLES which exceed One Hundred Dollars (\$100.00), which are not specifically identified in the NOTICE TO PROCEED, shall be approved, in writing by the CONTRACT ADMINSTRATOR prior to incurring the expenditure. Failure to comply with this provision shall result in wavier of the REIMBURSABLES.

2.8 BILLING RATE:

Whenever the term BILLING RATE is used herein, it is intended to mean average based salaries and wages paid to personnel by professional or employee category engaged directly on the PROJECT, including all fringe benefits, overhead and profit as shown on EXHIBIT A. Changes to the BILLING RATE must be approved by the CITY governing body by Resolution, except for those regular charges authorized in paragraph 5.3.

2.9 NOTICE TO PROCEED:

Whenever the term NOTICE TO PROCEED is used herein, it is intended to mean engineering services related to projects.

The authorization issued by CITY shall be in form of a NOTICE TO PROCEED and shall contain the following information and requirements:

- a. A description of the work to be undertaken, whether the professional services for PROJECT shall be payable in accordance with the BILLING RATE or whether a different method of compensation. All changes to the method of compensation for a PROJECT must be approved by the Mayor.
- b. A budget establishing the total amount of compensation to be paid, which amount shall constitute a guaranteed maximum, and which shall not be exceeded unless prior written approval of the CITY Mayor is obtained. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs, and the adequacy of such budget information shall be subject to the approval of CITY.
- c. A time established for completion of the work or services for the PROJECT or for the submission to CITY of documents, reports and other information pursuant to this Agreement. Time of performances is further delineated in Article 4.
- d. AUTHORIZATION NOTICES TO PROCEED shall be dated and serially numbered.
- e. The description of the work to be undertaken shall be in the form of a detailed Scope of Work, project timetables, if any, and any special provisions about the assigned PROJECT which may control over the terms of this Agreement, must be approved by the Mayor.

ARTICLE 3

SCOPE OF SERVICES

- 3.1 The Scope of Services required to be performed by CONSULTANT shall be for a PROJECT as set forth in a NOTICE TO PROCEED. CONSULTANT shall provide all services as set forth in the NOTICE TO PROCEED including, without limitation, all necessary, incidental and related activities and services required.
- 3.2 CONSULTANT and CITY acknowledge that a NOTICE TO PROCEED may not delineate every detail and minor work task required to be performed by CONSULTANT to complete a PROJECT. If during the course of the performance of a NOTICE TO PROCEED, CONSULTANT determines that it should perform work to complete a PROJECT which is outside the assigned PROJECT's Scope of Work, CONSULTANT will notify CONTRACT ADMINISTRATOR in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying CONTRACT ADMINISTRATOR as provided in Article 6, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the NOTICE TO PROCEED. Notice to CONTRACT ADMINISTRATOR does not constitute authorization or approval by City. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.

ARTICLE 4

TIME OF PERFORMANCE

- 4.1 In the event CONSULTANT is unable to complete performance of services because of delays resulting from untimely review and approval by governmental authorities having jurisdiction over PROJECT, or by CONSTRUCTION CONTRACTOR and such delays are not the fault of CONSULTANT, CITY shall grant reasonable extension of time for completing the work. It shall be the responsibility of CONSULTANT to notify the CONTRACT ADMINISTRATOR promptly in writing whenever a delay is anticipated or experienced, and to inform the CONTRACT ADMINISTRATOR of all facts and details related to the delay.
- 4.2 CONSULTANT shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other cost, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONSULTANTS for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of CITY. Otherwise, CONSULTANT shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for excusable events of delay.
- 4.3 If the CONSULTANT submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the CITY shall not be liable to the CONSULTANT for any cost incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless of whether such delay or hindrance was caused by its agents, should the CONSULTANT be unable to complete the Work before such milestone or completion date as is described within the schedule.
- 4.4 On any particular assignment, the CITY reserves the right to include a provision for liquidated damages as a result of any PROJECT or work delay.

ARTICLE 5

COMPENSATION AND PAYMENT

The CITY agrees to pay the CONSULTANT for services provided by CONSULTANT and its subcontractors as described in a NOTICE TO PROCEED either an agreed upon lump sum amount, or a BILLING RATE amount with an upper limit (not to exceed) as detailed therein, or such form of compensation as may be agreeable to CITY and CONSULTANT.

- a. Lump Sum: As deemed appropriate for each item of work, the CITY and CONSULTANT may agree to utilize the lump sum method of payment for services. The lump sum shall include full payment, including direct labor, overhead, other direct costs, subconsultant fee, and profit.
 - b. BILLING RATE: As deemed appropriate for each item of work, the CITY and CONSULTANT may agree to utilize the BILLING RATE method of payment for services. The BILLING RATE billed shall be the categorical rates identified in Exhibit "A" which includes the overhead rate plus a margin on the direct labor costs and the overhead rate.
 - c. Invoicing: CONSULTANT shall submit monthly invoices in the format and with such backup as required by CITY. Receipts for all other direct cost items of over \$50 shall be included.
- 5.2 City agrees that it will use its best efforts to pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT's proper statement as provided above.
- 5.3 Commencing two (2) years from the contract date, and on each one (1) year anniversary date thereafter, the BILLING RATES set forth on Exhibit "A" shall upon written request by CONSULTANT be adjusted based upon the All Urban Consumers, Miami-Fort Lauderdale Price Index issued by the United States Department of Labor, Bureau of Labor Statistics, for twelve months of the prior year. Such adjustment shall be calculated by multiplying each BILLING RATE set forth on Exhibit "A" by the percentage change in the consumer price index. The CONSULTANT shall compute and forward updated exhibits for verification by CITY. The consumer price index to the U.S. CITY average shall be used if the Miami-Fort Lauderdale Index is not available (Increase shall not exceed 3% of the consumer price index or whichever is lower). Any increase in the raw BILLING RATES, as described herein, shall apply only to work authorized after the effective date of the increase.
- 5.4 Payment will be made to CONSULTANT at:

HAZEN AND SAWYER, P.C.
4000 Hollywood Boulevard
Seventh Floor, North Tower
Hollywood, Florida 33021

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

- 6.1 Services related to a NOTICE TO PROCEED that would increase, decrease or which are otherwise outside the Scope of Services or level of effort contemplated by NOTICE TO PROCEED shall be services for which CONSULTANT must obtain written approval from CITY before compensation can be paid. All terms for the performance of such services must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of a NOTICE TO PROCEED, and when properly executed shall become as Amendment to the NOTICE TO PROCEED.

ARTICLE 7

CITY'S RESPONSIBILITIES

- 7.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information it has available pertinent to any assigned PROJECT including previous reports and any other data relative to an assigned PROJECT. CITY shall assist CONSULTANT in obtaining all background information necessary to the accomplishment of assigned tasks, and shall provide reasonable access to all existing records, data, and physical facilities. In addition, CITY shall forward to CONSULTANT, on a continuing basis, copies of all recurring reports related to the physical and financial status of its utilities, and all correspondence related thereto.
- 7.2 CITY shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as reasonably required for CONSULTANT to perform its services under this Agreement.
- 7.3 CITY shall pay for all costs of publishing advertisements for bids and for obtaining permits and licenses that may be required by local, State or Federal authorities and shall secure the necessary land, easements, and right-of-way. In order to expedite the processing of an application for permit or license, CITY may, in some instances, direct CONSULTANT to act for CITY in paying a required fee. In such instances, CITY subsequently shall reimburse CONSULTANT for any such fees, without regard to the types of fees applicable to the PROJECT involved.

ARTICLE 8

MISCELLANEOUS

8.1 OWNERSHIP OF DOCUMENTS:

All sketches, tracing, drawings, specifications, design calculations, details, models, photographs, reports, surveys and other documents, plans and data that result from CONSULTANT's services under this Agreement or that is provided in connection with this Agreement shall become and shall remain the property of CITY. Copies of all AutoCAD files shall be provided to CITY. CONSULTANT shall be entitled to keep a copy of such items for record purposes. However, CITY shall make no changes or revisions to the documents or data furnished by CONSULTANT unless CONSULTANT's name and professional seal are removed from such changed or revised materials.

8.2 TERMINATION

- a. If the CONSULTANT defaults in any particular PROJECT, the CITY may give notice in writing to the CONSULTANT, specifying the default. The following shall constitute default:
 - I. Failing to perform the professional services required under the Contract and within the time required;
 - II. Failing to begin the PROJECT under the Contract within the time specified;
 - III. Failing to perform the Work with sufficient personnel; or with sufficient materials to ensure completion of the PROJECT within the specified time;
 - IV. Failing to perform the Work using persons and entities as identified and set forth, and to the degree specified by the NOTICE TO PROCEED, subject to substitutions approved by the CITY in accordance with such contract documents;
 - V. Discontinuing the prosecution of the Work, for reason other than issuance of a stop work order or other reasons allowed under the contract documents.
 - VI. If CONSULTANT otherwise violates in any way any provisions of the contract documents;
 - VII. If CONSULTANT disregards laws or regulations of any public body having jurisdiction.
 - VIII. Such other events of default as are set forth in any of the implementing contract documents
- a. If, after notice of termination of the Contract it is determined for any reason that the CONSULTANT was not in default under provisions of this Contract, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to "Termination of the Contract For Convenience" clause. All finished or unfinished sketches, tracing, drawings, specifications, design, design calculations details models, photographs, reports, surveys and other documents, plans and data that result from CONSULTANT's services under

this agreement shall become and shall remain the property of CITY and shall be delivered by CONSULTANT to CITY.

- b. Upon SIXTY (60) Calendar Days written notice to CONSULTANT, CITY may, without cause and without prejudice to any other right or remedy, terminate this Agreement for CITY's convenience whenever CITY determines that such termination is in the best interests of CITY. Where the Agreement is terminated for his convenience of CITY, the notice of termination to CONSULTANT must state that the Contract is terminated for the convenience of CITY, the effective date of the termination and the extent of termination.
- c. If CITY approves CONSULTANTS's requisition for payment, and does not pay same within THIRTY (30) Calendar Days of approval, CONSULTANT may suspend performance of the contract upon TEN (10) Calendar Days prior written notice (such suspension not being available prior to Forty (40) Calendar Days after CITY approval of the CONSULTANT's requisition for payment). If CITY then fails to make payment for a period of NINETY (90) Calendar Days through no fault of CONSULTANT or if CITY fails to make payment on any recommendation for payment for period of NINETY (90) Calendar Days, CONSULTANT may, upon SEVEN (7) additional Calendar Days written notice to CITY, terminate the Contract and recover from the CITY payment for Work executed and proven loss with respect to materials, equipment, tools and construction equipment and machinery, prorated to the date of termination. No other recovery shall be permitted.
- d. The Agreement may also be terminated by mutual agreement at any time and under any terms

8.3 RECORDS

CONSUTANT shall keep such records and accounts and require any and all consultants and subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the PROJECT and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for CITY's disallowance of any fees or expenses based upon such entries.

8.4 EQUAL OPPORTUNITY:

CONSULTANT agrees that it will not discriminate against any employee or applicant for employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. The provision shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to furnish CITY with a copy of its Affirmative Action Policy, if requested.

- 8.4.1 The CONSULTANT shall comply with all existing applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the PROJECT and shall give all

applicable notices pertaining to same. CONSULTANT represents to CITY that it is not a person or affiliate as defined in §287.133, Florida Statutes, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. CONSULTANT acknowledges and agrees that it may not contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of any public building or public work, may not submit bids on leases of real property with the CITY, not be awarded as opportunity to perform work as a contractor, supplier, subcontractor or consultant under a contract with the CITY, and may not transact business with the CITY in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of THIRTY-SIX (36) months from the date of being placed on the convicted vendor list. CONSULTANT shall notify CITY immediately if it or any of affiliates is placed on the Convicted Vendor List.

- 8.4.2 To any extent that the CONSULTANT may be acting as an "agent" and/or CONSULTANT on behalf of the CITY, the CITY expects the CONSULTANT to fully comply with all Federal, State, and Local laws applicable to and specifically those covering Equal Opportunity Employment, American Disabilities Act (ADA), 42 U.S.C. 12101, et seq. and Florida Building Code. We reserve the right to verify your compliance with the various laws. Failure to comply with any laws will be grounds for termination of the Contract.

8.5 NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

8.6 SUBCONTRACTORS

In the event CONSULTANT, during the term of this Agreement, requires the services of any subcontractors, or other professional associates in connection with services covered by this Agreement, CONSULTANT must secure the prior written approval of the CONTRACT ADMINISTRATOR. As part of the approval process, CITY shall require subcontractor to comply with the terms of this Agreement. CONSULTANT shall be responsible for obtaining releases from subcontractors at the time the subcontractors are paid.

8.7 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONSULTANT, under any circumstances, without the prior written consent of CITY. Said consent shall be at CITY's sole discretion and may be unreasonably withheld.

8.8 INDEMNIFICATION OF CITY

The CONSULTANT shall indemnify and hold harmless the City of Plantation, its officers, agents, and employees, from and against any and all claims, cost, losses, and damages (including but not limited to all fees and charges of attorneys, and other professionals, and all

Court or other dispute resolution costs), liabilities, expenditures, or causes of action of any kind (to the extent caused by the negligent, reckless, or willful or intentional acts or omissions of the CONSULTANT and any person(s) or organization directly or indirectly employed by the CONSULTANT to perform or furnish any work or anyone for whose acts any of them may be liable), arising from, relative to, or caused by the performance of the PROJECT. Such indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from: (a) any negligent, reckless, willful or intentional act, omission or default of the CONSULTANT or its employees or agents,); (b) any and all bodily injuries, sickness, disease or death (c) injury to or destruction of tangible property, including the loss of use resulting therefrom; (d) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the PROJECT (e) and the violation of any federal, state, county or city laws, bylaws, ordinances or regulations by the CONSULTANT or employees.

The CITY reserves the right to include in a NOTICE TO PROCEED the following indemnity clause, which will be agreed to prior to CONSULTANT accepting the assignment: *ECS, City* 90

~~CONSULTANT shall indemnify, defend, and hold harmless the City, its elected officials, officers, and employees (hereafter collectively referred to as "CITY") from liability for damages to persons or property caused in whole or in part by any act, omission, or default of CITY (specifically including CITY's negligent or grossly negligent omissions, or defaults) which relates to, pertains to, or arises from the Contract or CITY's performance thereof. This indemnity will not include claims for bodily injury, personal injury, or property damages which are solely occasioned by the CITY's active negligence or active gross negligence. This contractual indemnity is authorized by §725.06, Florida Statutes.~~ *ECS, City* 90

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

In the event of any such claim or suit action for damages which fall within either of the foregoing indemnities, the CITY shall supply written notice to CONSULTANT of such claim. In the event CONSULTANT chooses not pay the claim and the claim is adjudged as falling within the scope of this indemnity, then CONSULTANT shall promptly reimburse the CITY for same, together with interest thereon from the date the CITY may have otherwise paid the claim. CONSULTANT agrees, at CONSULTANT's expense after receipt of written notice from the CITY, to defend any action against the CITY that falls within scope of the foregoing indemnities, or the CITY, at the CITY's option may elect to secure its own attorney to defend any such action shall be payable by the CONSULTANT, provided however, that the CONSULTANT and/or its insurance carrier, whichever is applicable, shall have the right to approve CITY's selection of legal counsel, which approval shall not be unreasonably withheld. Additionally, if CONSULTANT, after receipt of written notice from the CITY fails to make payment due hereunder to the CITY, CONSULTANT shall pay any reasonable attorney's fees or costs incurred by the CITY in securing any such payment from CONSULTANT, together with interest at the simple rate of twelve (12) percent per annum.

Nothing contained herein is intended nor shall it be construed to waive the CITY's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the CITY's favor.

8.9 INSURANCE

CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive general Liability Insurance, Business Automobile Liability Insurance and Professional Liability Insurance.

Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida, having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall specifically protect CITY by naming CITY and as additional insured under the Comprehensive General Liability Insurance Policy hereinafter described. The Professional Liability Policy or certificate shall reference this PROJECT.

All policies shall provide for a Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days of cancellation and/or restriction.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage's protect both parties as the primary coverage's for any and all losses covered by the described insurance. CONSULTANT shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance. The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the CITY is named as an additional insured shall not apply to the CITY. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the CITY with the express intention of the parties being that the required insurance coverage's protect both parties as the primary coverage's for any and all losses covered by the required insurance.

The CITY reserves the right to require adjusting any of the insurance coverage's it deems necessary depending upon the company, the project, or the potential exposures.

The CONSULTANT shall not commence performance of duties under this Contract until the CONSULTANT has obtained all insurance coverage's required under the paragraph and all certificates of insurances have been approved by the CITY's Risk Manager, nor shall the CONSULTANT allow any Subconsultant to commence performance of duties under any contract with the City of Plantation until all similar such insurance coverage's and certificates of insurance required of the Subconsultant have been obtained and approved.

- a. Professional Liability Insurance: Throughout the period covered by this Agreement, the CONSULTANT shall carry Professional Liability insurance and shall maintain said insurance in an amount not less than those outlined below. Notwithstanding the deductible amount, the CONSULTANT remains liable to the CITY for any damages in accordance with Section 8.9, Insurance within this Agreement. The CONSULTANT shall deliver the Certificate of Insurance within ten (10) calendar days of the execution of this Agreement, demonstrating that the required coverage is bound by as Insurance

Company of B+ or higher rating approved by the Insurance Commission to do business in the State of Florida.

Professional Liability Coverage Amounts: (per claim and annual aggregate)

<u>Errors and Omissions</u>	<u>Coverage's Required</u>	<u>Maximum Deductible Per Claim</u>
Up to \$500,000	\$500,000	\$25,000

- b. Worker's Compensation Insurance: To apply for all employees in compliance with the Worker's Compensation Law of the State of Florida and all applicable federal laws.
- c. Comprehensive General Liability Insurance: Throughout the period covered by this Agreement, the CONSULTANT shall carry Comprehensive General Liability insurance to cover liability, bodily injury and property damage including automobile. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage's must be written on an occurrence basis, with the following limits of liability unless otherwise specified or determined applicable:

<u>Bodily Injury:</u>		<u>Property Damage:</u>
Each Occurrence	\$1,000,000	\$1,000,000
Annual Aggregate	\$1,000,000	\$1,000,000
Personal Injury Annual Aggregate		\$1,000,000

Throughout the period covered by this Agreement, the CONSULTANT shall maintain Worker's Compensation insurance during the life of this Agreement to comply with Statutory limits for all employees, and in the case any work is sublet, the CONSULTANT shall require the Subconsultant's to provide Worker's Compensation insurance for all the Subconsultant's employees unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT and his Subconsultants shall maintain during the life of this policy Employee's Liability insurance. The following limits must be maintained:

Worker's Compensation	Statutory
Employer's Liability	\$500,000 per Occurrence

The CONSULTANT/Subconsultant agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

- d. Business Automobile Liability Insurance with minimum limits of One Hundred Thousand Dollars (\$100,000.00) per occurrence combines single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form not more restrictive than the latest edition of the business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles.
Hired and non-owned vehicles.

- e. The City of Plantation must be named as an additional insured unless City and CONSULTANT's Protective Coverage is also provided or required. Thirty (30)

Calendar Days written notice must be provided to the City of Plantation via Certified Mail in the event of cancellation.

CONSULTANT shall provide to CITY a Certificate of Insurance or a copy of all insurance policies required by Section 8.9 including any subsection thereunder. CITY reserves the right to require a certified copy of such policies upon request.

- 8.10 REPRESENTATIVE OF CITY AND CONSULTANT: If it is recognized that questions in the day-to-day conduct of a PROJECT will arise. The CONTRACT ADMINISTRATOR, upon request by CONSULTANT shall designate in writing and shall advise CONSULTANT in writing of one or more CITY employees to whom all communications pertaining to the day-to-day conduct of PROJECT shall be addressed. CONSULTANT shall inform CONTRACT ADMINISTRATOR in writing of the representative of CONSULTANT to whom matters involving the conduct of PROJECT shall be addressed. CONSULTANT shall, at all times during the Agreement, have available for consultation or otherwise, an employee who shall be familiar with all work contemplated under this Agreement.
- 8.11 ATTORNEY'S FEES: In the event of litigation, the prevailing party shall be entitled to recover incurred, reasonable attorneys fees from the non-prevailing party up to a maximum of Ten Thousand and No/100 (\$10,000.00) Dollars.
- 8.12 ALL PRIOR AGREEMENTS SUPERSEDED: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. If it is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 8.13 NOTICES: Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to wit:

FOR CITY:

Chuck Flynn
Director of Utilities
CITY OF PLANTATION
City Hall
400 NW 73rd Avenue
Plantation, Florida 33317

FOR CONSULTANT:

Patrick A. Davis, P.E.
Vice President
HAZEN AND SAWYER, P.C.
4000 Hollywood Boulevard
Seventh Floor, North Tower
Hollywood, Florida 33021

- 8.14 TRUTH-IN-NEGOTIATION CERTIFICATE: Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which CITY determines

the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. The "Fee Schedule" shall be held firm for the first two (2) years from the contract date, and may be increase on each one (1) year anniversary date.

- 8.15 NON-EXCLUSIVE AGREEMENT: The services to be provided by CONSULTANT pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude CITY from engaging other firms to perform the same or similar services for the benefit of CITY within CITY's sole and absolute discretion.
- 8.16 WARRANTIES OF CONSULTANT: CONSULTANT hereby warrants and represents as follows:
- a. At all times during the term of this Agreement, CONSULTANT shall maintain in good standing, all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
 - b. At all times during this Agreement, CONSULTANT shall perform its obligations in a prompt, professional and businesslike manner.
 - c. No approval required to be given by the CITY under the Contract shall operate to relieve the CONSULTANT from any of its responsibilities under the Contract or the deemed as an approval by the CITY of any deviation contained in the items or documents subject to such approval from, or of their failure to comply with any provision or requirement of the Contract, unless the failure or deviation has been specifically approved by a Change Order to the Contract.
- 8.17 CONSTRUCTION ESTIMATES: Estimates of probable cost for any facilities considered and designed under this Agreement are prepared by CONSULTANT through exercise of its experience and judgment in applying presently available cost data, but it is recognized that neither the CITY nor CONSULTANT has control over cost of labor and materials, or over the CONTRACTOR's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids or the project construction costs will not vary from its cost estimates.
- 8.18 SITE VISITS: Visits to the construction site and observations made by CONSULTANT as part of his services shall not relieve the construction contractor(s) of his obligation to conduct comprehensive inspections of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not relieve the construction contractor(s) of his/her responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Such visits by CONSULTANT are not to be construed as part of the inspection duties of the on-site inspection personnel defined in other parts of this Agreement.
- 8.19 ONSITE MONITORING: CONSULTANT'S resident project representatives will make reasonable efforts to guard CITY against defects and deficiencies in the work of the contractor(s) and to help determine and ensure that the provisions of the Contract Documents are being fulfilled.
- 8.20 GOVERNING LAW: This Agreement shall be construed in accordance with the laws of the State of Florida, venue for any action shall be in Broward County, Florida.

- 8.21 **SEVERABILITY:** Should any section, paragraph, sentence, clause, phrase or other part of this Agreement be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Agreement as a whole or any portion or part thereof, other than the part so declared to be invalid.
- 8.22 **TERM:** The continuing Contract will remain in effect for a **THREE (3)** year period, unless it is canceled earlier by the CITY of the CONSULTANT. At the end of the **THREE (3)** year period, the CITY will have the option of extending the Contract for a subsequent **Three (3)** year term.
- 8.23 The CITY, during an fiscal year, shall not expend money, incur any liability, or enter into a Contract which , by its terms, involves the expenditure of money in excess of the amounts budgeted as amended, surpluses carried over to the recent fiscal year, and reserves which are available for expenditure during such fiscal year. Any Contract, verbal or written, made in violation of this subsection is at the CITY's option null and void or voidable, and in no event can money be paid on such Contract in excess of what is available for expenditure in any fiscal year. Nothing herein contained shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executor only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.
- 8.24 Neither this Agreement, nor any portion thereof, nor any other facet of the relationship between the parties will create or be deemed to create a partnership, joint venture, joint enterprise, as a Sub-consultant, or any other agency relationship, or an employer/employee leasing relationship, and further, shall reflect the CITY's intent that the legal relationship between the parties shall be that of an independent CONSULTANT.
- 8.25 No remedy under the terms of this Contract in CITY's favor is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and shall be in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any CITY right or CITY power accruing upon any event of default shall impair any CITY right of CITY power nor shall it be construed to be a waiver of any event of default or acquiescence in it, and every CITY right and CITY power may be exercised from time to time as often as may be deemed expedient.
- 8.26 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby,
- 8.26 **REUSE/REPEATED DESIGN**
- a. A specific project, as designed by CONSULTANT under this Contract, may be reused or repeated within The CITY by CITY at CITY's option or discretion at any time or times, and in connection therewith Consultant agrees to make available to CITY all plans, specifications, designs, drawings, notes, and other documents prepared by CONSULTANT under this Contract.
 - b. Future Services. Upon any reuse, it is anticipated that additional Consulting services will be required, which will include, but not be limited to, site adaptation, redesign necessitated by changes in applicable codes or laws, and services required during the construction document, bidding, and construction phases of such project. CITY agrees that it will attempt, in good faith, to negotiate with CONSULTANT (assuming that CONSULTANT remains in existence

as the same entity which has entered into this Contract) for a contract to perform such services. There shall be no obligation on either CITY or CONSULTANT to enter such an agreement for future work in the event of a reuse or repeat, and CITY shall be free, in its sole discretion, to enter an agreement for such work with another party.

8.27 REPRESENTATIONS: CONSULTANT hereby represents to CITY that:

- a. It has the experience and skill to perform the services required to be performed by this Contract.
- b. It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that CITY may at any time require CONSULTANT to remove, and CONSULTANT shall immediately remove, any person employed in connection with the performance of the services who in the sole opinion of CITY is unfit for the proper performance of his/her duties.
- c. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Contract, and shall, if requested by CITY, provide certification of compliance with all registration and licensing requirements.
- d. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of CITY.
- e. It is adequately financed to meet any financial obligations it may be required to incur under this Contract.
- f. The designs, plans, drawings, specifications, or other work product of CONSULTANT shall not call for the use of nor infringe any patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from CITY and such other person.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement of the respective dates under each signature:

Attest: Susan K Slattery
Susan Slattery, City Clerk

Witness Nancy Salafia
NANCY SALAFIA
Typed Name of Witness

Witness Karin Walsh
KARIN WALSH

Approved By: Chuck Flynn
Chuck Flynn, Utilities Director

Witness Gary W. Bors
Gary W. Bors, P.E.
Typed Name of Witness

Witness Janeen M. Wietgreffe
Janeen M. Wietgreffe, P.E.
Typed Name of Witness

CITY:

CITY OF PLANTATION

By: Diane Veltri Bendekovic
Diane Veltri Bendekovic, Mayor
400 N.W. 73rd Avenue
Plantation, Florida 33317

Approved as to Legal Form:

By: Donald J. Lunny, Jr.
Donald J. Lunny, Jr., City Attorney

8th day of May, 2013

CONSULTANT:

HAZEN AND SAWYER, P.C.

By: Patrick A. Davis
Patrick A. Davis, P.E.
4000 Hollywood Boulevard
Seventh Floor, North Tower
Hollywood, Florida 33021

30th day of April, 2013

EXHIBIT "A"


CONSULTANT'S BILLING RATE

(January 2013)

<u>Employee Category</u>	<u>Hourly Billing Rate</u>
Vice President/Project Director	\$175.00
Project Manager	\$180.00
Supervising Engineer	\$170.00
Senior Engineer	\$129.00
Principal Engineer	\$120.00
Engineer	\$106.00
Assistant Engineer	\$88.00
Technician	\$73.00
Principal Designer	\$139.00
Designer	\$99.00
Drafter	\$72.00
Administrative Assistant	\$59.00
Technical Typist	\$53.00
Clerical Support	\$47.00

Additional Notes:

- 1) Hazen and Sawyer, PC shall not bill/charge the City of Plantation mileage while performing any task/project under RFCP No. 085-12.
- 2) Hazen and Sawyer, PC shall not bill/charge the City of Plantation for any work/hours performed by their "Project Director" located in the Hollywood, Florida office.
- 3) Subconsultant fees and cost shall not include any mark up.
- 4) Reimbursable fees and cost shall not include any mark up.
- 5) The "Fee Schedule" to be held firm for the first (2) years of this contract.

COMPANY NAME: HAZEN AND SAWYER, P.C.	AUTHORIZED REPRESENTATIVE: PATRICK A. DAVIS
SIGNATURE: 	DATE SIGNED: 1.22.13
Signee warrants that he or she has full legal power to execute this document on behalf of the stated firm.	

OFFICE OF THE MAYOR
Dlane Veltri Bendekovic,
Mayor

FINANCE DEPARTMENT
Charles Spencer
Procurement Administrator



CITY COUNCIL
Chris P. Zimmerman AIA, *President*
Ron Jacobs, *President Pro Tem*
Dr. Robert A. Levy
Lynn Stoner
Peter S. Tingom

March 24, 2016

Patrick A. Davis, P.E.
Hazen and Sawyer, P.C.
4000 Hollywood Boulevard, Seventh Floor, North Tower
Hollywood, FL 33021

RE: RFCP No. 085-12; Continuing Consulting Engineering Services for Wastewater and Water Utilities Engineering within Environmental and Sanitary Disciplines (Scope A)

Dear Mr. Davis:

On March 23, 2016, Consent Agenda Item No. 9 the City Council approved the City of Plantation to continue utilizing Hazen and Sawyer, P.C for "Continuing Consulting Engineering Services for Wastewater and Water Utilities Engineering within Environmental and Sanitary Disciplines (Scope A)"

The revised contract expiration date shall be May 7, 2019.

The terms, conditions and specifications of the contract shall remain in effect during the extension period, including insurance and/or performance bond coverage requirements.

If insurance is required for this contract, you should review your expiration date(s) at time to insure that your coverage is current and provide this office with an updated certificate.

We hope this will continue to be a rewarding and profitable business relationship.

Respectfully,


Charles Spencer, FCCN, FCCM
Procurement Administrator

HAZEN AND SAWYER
Environmental Engineers & Scientists

4000 Hollywood Boulevard
Suite 750N
Hollywood, FL 33021

954 987-0056
hazenandsawyer.com

July 21, 2015

Mr. Chuck Flynn
Director of Utilities
CITY OF PLANTATION
400 Northwest 73rd Avenue
Plantation, Florida 33317

Revised Billing Rates
City of Plantation

Dear Mr. Flynn:

Attached are the revised billing rates schedule for our City of Plantation projects and a copy of background information. The rates are being adjusted in accordance with Article 5.3 of our agreement for general engineering services based upon the change in the Consumer Price Index (CPI) from the year preceding May 2015 to the year preceding May 2014. The adjustment for this period was 1.5 percent. These rates will be used on all invoices for services beginning June 1, 2015.

Please note that in accordance with the agreement, we did not increase our rates for the first two years after the signing. If there are any questions, please contact our office.

Very truly yours,

HAZEN AND SAWYER, P.C.



Michael W. Wengrenovich, P.E.
Senior Associate

7-28-15



Attachments

c: P. Davis
J. Wielgrafe
J. Howard
A. Brown
File 44105-000

EXHIBIT "A"
CONSULTANT'S BILLING RATE
(June 2015)

<u>Employee Category</u>	<u>Hourly Billing Rate</u>
Vice President	\$ 177.63
Project Manager / Technical Expert	\$ 182.70
Supervising Engineer	\$ 172.55
Senior Engineer	\$ 130.94
Principal Engineer	\$ 121.80
Engineer	\$ 107.59
Assistant Engineer	\$ 89.32
Technician	\$ 74.10
Principal Designer	\$ 141.09
Designer	\$ 100.49
Drafter	\$ 73.08
Administrative Assistant	\$ 59.89
Technical Typist	\$ 53.80
Clerical Support	\$ 47.71



Spencer, Ezzard "Charles"

From: Flynn, Charles
Sent: Thursday, August 18, 2016 3:27 PM
To: mwengrenovich@hazenandsawyer.com
Cc: Wietgreffe, Janeen M. (jwietgreffe@hazenandsawyer.com); Spencer, Ezzard "Charles"; Urich, Steven; Graham, Susan
Subject: FW: RateReques dated 8-15-16
Attachments: 44105-000 rate 2.pdf

**Re: Request for Revised Billing Rates between Hazen and Sawyer
And the City of Plantation dated August 15, 2016**

Dear Mr. Wengrenovich:

We are hereby **approving** your request for adjustment to your billing rates in accordance with the agreement for continuing consulting engineering services executed between the City and Hazen and Sawyer on May 8, 2013. The revised rates are being requested in accordance with Article 5.3 of the agreement based upon the change in the Consumer Price Index (CPI) from the year preceding May 2016 to the year preceding May 2015. Based on this prescribed method identified in the agreement, the adjustment for this period is 1.6 percent.

Attached is your original request for adjustment and the revised billing rate schedule and a copy of the background information. These rates are proposed to be used on all invoices for services beginning July 1, 2016.

Thank you,

Chuck Flynn

Director
City of Plantation Utilities Department
400 NW 73 Avenue
Plantation, Florida 33317
954.797.2293 office
954-865-8394 cell
cfflynn@plantation.org



Hazen and Sawyer
4000 Hollywood Boulevard, Suite 750N
Hollywood, FL 33021 • 954.987.00-6

August 15, 2016

Chuck Flynn
Director of Utilities
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

**Re: Request for Revised Billing Rates
City of Plantation**

Dear Mr. Flynn:

We are hereby requesting an adjustment to our billing rates in accordance with the agreement for continuing consulting engineering services executed between the City and Hazen and Sawyer on May 8, 2013. The revised rates are being requested in accordance with Article 5.3 of the agreement based upon the change in the Consumer Price Index (CPI) from the year preceding May 2016 to the year preceding May 2015. Based on this prescribed method identified in the agreement, the adjustment for this period is 1.6 percent. Attached is the revised billing rate schedule and a copy of the background information. These rates are proposed to be used on all invoices for services beginning July 1, 2016.

Please note that in accordance with the agreement, we did not increase our rates for the first two years after the signing of the agreement. If there are any questions, please contact our office.

Very Truly Yours,
Hazen and Sawyer



Michael W. Wengrenovich, PE
Senior Associate

Attachments

c: P. Davis
J. Wietgreffe
A. Brown

Hazen File: 44105-000

44105-000.mws

EXHIBIT "A"
CONSULTANT'S BILLING RATE
(July 2016)

<u>Employee Category</u>	<u>Hourly Billing Rate</u>
Vice President	\$ 180.47
Project Manager / Technical Expert	\$ 185.62
Supervising Engineer	\$ 175.31
Senior Engineer	\$ 133.04
Principal Engineer	\$ 123.75
Engineer	\$ 109.31
Assistant Engineer	\$ 90.75
Technician	\$ 75.29
Principal Designer	\$ 143.35
Designer	\$ 102.10
Drafter	\$ 74.25
Administrative Assistant	\$ 60.85
Technical Typist	\$ 54.66
Clerical Support	\$ 48.47

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☐ Include graphs ☐ Include annual averages

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Data extracted on: August 9, 2016 (3:39:30 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUURA320SA0, CUUSA320SA0
 Not Seasonally Adjusted
 Area: Miami-Fort Lauderdale, FL
 Item: All items
 Base Period: 1982-84=100

 Download: [CSV](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2006		202.2		203.8		203.8		205.6		204.8		205.4	203.9	202.7	205.1
2007		207.989		210.904		212.820		213.127		215.159		217.319	212.390	209.955	214.826
2008		219.082		221.324		225.079		225.473		223.699		218.324	222.119	221.180	223.059
2009		220.589		220.740		221.485		221.306		222.416		222.943	221.387	220.674	222.100
2010		222.505		222.625		222.390		222.803		223.631		224.907	223.062	222.553	223.570
2011		227.451		231.503		231.197		232.749		232.141		231.794	230.851	229.524	232.178
2012		234.043		236.095		233.991		236.110		236.793		235.023	235.207	234.526	235.889
2013		238.524		238.124		237.815		237.438		238.858		239.417	238.179	237.921	238.437
2014		242.268		244.073		243.428		243.124		244.130		242.676	243.147	242.921	243.372
2015		243.283		245.195		246.245		246.348		246.789		246.597	245.419	244.327	246.511
2016		247.126		248.741		250.208								248.156	

Average = 243.639

Average = 247.635

Change = 1.6%

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City of Plantation
City Council Chambers

Subject:

Request for authorization to issue a purchase order to Harn R/O Systems, Inc. in an amount not to exceed \$38,320.00 for Installation Services for New Membranes Elements for the East Water Treatment Plant (WB No. 053-16).

Item Description:

The Utilities Department consulting engineer Hazen and Sawyer, PC, worked with the East Water Treatment Plant operations staff to determine the best course of action to contain cost associated with increased water production demands. The review of operational data and current water quality resulted in recommendation to replace the current 10- year-old membrane elements, which are at the end of their life useful life, with low pressure, energy-efficient membrane elements.

A total of 728 replacement membrane elements were purchased at a cost of \$360,360.00. The number of membranes and the size of this project require the need for a competent contractor who has the required experience and equipment to perform the required service.

The Procurement Division secured informal competitive bid(s) in accordance with section 2-226(b) of the City's Code for the above mentioned project. On January 24, 2017 one (1) informal competitive bid was received. Copy of the (1) one bid is attached for your review.

The numerical results are as follows:

1. Harn R/O System, Inc \$38,320.00

Procurement Division staff performed an evaluation of the bid to determine submittal responsiveness. After careful review of all information provided by the bidder, Procurement Division staff has concluded Harn R/O Systems, Inc has submitted a responsive bid.

Utilities Department staff performed an evaluation of the lowest, responsive bid to determine if the bid was responsible. After careful consideration of all information provided, Utilities Department staff concluded Harn R/O Systems, Inc submitted the lowest responsible bid.

Based on the foregoing bid evaluation, Utilities and Procurement staff recommends approval to award a purchase to Harn R/O Systems, Inc. for Installation Services for New Membranes Elements for the East Water Treatment Plant in an amount not to exceed \$38,320.00.

Funding:

440-0000-166-9001- CWTP/EWTP Membrane Replacement

Amount:

\$38,320.00

Finance Director/Budget Manager Recommendation:

Water Services Department budgeted \$361,000 for the CWTP/WETP membrane replacement project.

Prepared By:

Charles Spencer

ATTACHMENTS:

Description	Upload Date	Type
Original Bid Documents	1/26/2017	Backup Material
Harn R/O Systems Bid Submittal	1/26/2017	Backup Material

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano,
Director



CITY COUNCIL
Peter S. Tingom, *President*
Lynn Stoner, *President Pro Tem*
Jerry Fadgen
Mark Hyatt
Ron Jacobs

DATE: December 14, 2016

BID NUMBER: WB No. 053-16

WRITTEN BID
(Informal Competitive Bid)

ALL INTERESTED PARTIES:

The City of Plantation, Florida, hereinafter referred to as CITY, will receive Bids hand delivered to City Hall, 400 NW 73 Avenue, Plantation, Florida 33317, Email: ESpencer@Plantation.org, via Fax: (954) 797-2649, or Demand Star for:

**Installation Services for New Membrane Elements
for the East Water Treatment Plant**

Bids must be received by methods mention above, no later than January 24th, 2017 local time on 11:00am. Any bids received after 11:00am local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

All questions should be submitted by email to espencer@plantation.org.

The CITY reserves the right to reject any or all bids, to re-advertise for bids or take any other such actions that may be deemed to be in the best interests of the CITY.

Charles Spencer Jr.
Procurement Administrator

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano,
Director



CITY COUNCIL
Peter S. Tingom, *President*
Lynn Stoner, *President Pro Tem*
Jerry Fadgen
Mark Hyatt
Ron Jacobs

City of Plantation
Procurement Division
BID LETTER

We propose to furnish, and deliver any and all of the deliverables and services named in the attached Written Bid (WB No. 053-16) for which the prices have been set. The price or prices offered herein shall apply for the periods of time stated in the WB

We further agree to strictly abide by all the terms and conditions contained in the WB. Any exceptions to the requirements of the WB, the terms and condition of the proposed agreement shall be noted in writing, with detailed explanation, and included with this Bid. The Bidder acknowledges that taking exception may subject this Bid to be rejection.

It is understood and agreed that this Bid constitutes an offer, which when accepted in writing by the City of Plantation and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Plantation.

It is understood and agreed that we have read the City of Plantation, Utilities Department specifications shown or referenced in the WB and that this Bid is made in accordance with the provisions of such specifications. By our written signature in this Bid, we guarantee and certify that all items included in this Bid meet or exceed any and all such City of Plantation, Utilities Department specifications. We further agree, if awarded a contract, to deliver goods and services that meet or exceed the specifications.

The prices offered herein shall be valid for a period of sixty (90) days from Bid Due Date.

BID SIGNATURES AND CERTIFICATIONS
(Bidder- Sign and return with Bid)

1. I certify that, if awarded a contract, the Bidder will deliver goods and services which will meet or exceed the specifications set forth in this WB, the Bid and the terms of the final contract between the Bidder and City of Plantation.
2. I certify on behalf of the Bidder that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, or services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Bid and certify that I am authorized to sign this Bid for the Bidder.
3. I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this WB and certify that I am authorized to sign this Bid for the Bidder.

Authorized Signature: _____ Date: _____

Print/Type Name: _____

Print/Type Company Name: _____

City of Plantation

INSURANCE REQUIREMENTS

Statement

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with Insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "B" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

Insurance

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

Additional Insured

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "Additional Insured" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors "Your Work" as defined in the insurance policy and liability arising out of the products & completed operations hazard.

City of Plantation

Commercial General Liability

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than \$500,000 Each Occurrence, and \$1,000,000 Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds \$25,000, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

Business Automobile Liability

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers Compensation & Employers Liability

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

Umbrella Excess Liability

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

Professional Liability

If required by contract will be a minimum of \$100,000.

Waiver of Subrogation

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

City of Plantation

Certificate(s) of Insurance

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty (30) days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

INSURANCE

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

Schedule

Limits

Commercial General Liability	\$1,000,000 Each Occurrence
Blanket Contractual Liability	\$1,000,000 Each Occurrence
Independent Contractors	Premises-Operations
Products & Completed Operations	Personal /Advertising Injury
Blanket Contractual Liability	Independent Contractors
Automobile Liability	
Any auto including Hired & Non-owned	\$1,000,000 Combined Single Limit
Broad Form Property Damage	\$1,000,000 Each Occurrence
Blanket X,C,U Hazards	If required (Included)
Workers' Compensation	Florida 440 Statutory Coverage
Employers Liability	\$1,000,000 Each Accident
Disease Policy Limit	\$1,000,000

Bonds:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

City of Plantation

Other Insurance Provisions:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.
- B. The city reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential exposures.
- C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City Of Plantation guidelines for contract work.

THE UNDERSIGNED CONTRACTOR HAS READ THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

WITNESS

CONTRACTOR

DATE

CITY OF PLANTATION

[35]9001-14001

**Specifications for Installation Services for New Membranes Elements
for the East Water Treatment Plant**

WB No. 053-16

GENERAL DESCRIPTION:

The City of Plantation is actively seeking bids from contractors which have at least five (5) years of experience in performing installation services of membrane elements in skids for drinking water treatment facilities. Qualified bidders, hereinafter referred to as the Contractor, shall perform the installation services of new membrane elements in full accordance with specifications, terms, and conditions contained in this Written Bid (WB).

Removal of the existing old membrane elements at the East Water Treatment Plant and installation of new membrane elements purchased by the City. In order to be selected as the membrane element installation services provider, the contractor must provide a price for the installation services of new membrane elements in two existing skids.

Location: City of Plantation, East Water Plant
500 NW 65 Avenue, Plantation, Florida 33317

CRITERIA FOR PERFORMING THE INSTALLATION OF NEW MEMBRANE ELEMENTS

Objective

The City of Plantation is preparing to replace the membrane elements of two (2) existing skids at the East Water Treatment Plant. The City purchased the new elements directly from the membrane manufacturer. The elements are spiral wound-TFC 8-in diameter x 40-in long. The City stored the new elements on-site at the East Water Treatment Plant membrane process building. The City, under FQ No. 018-15, will contract with a Contractor for installation of the new membranes in the two existing skids. Only Contractors that have a proven five-year experience in performing installation services of membrane elements in membrane skids for drinking water treatment will be considered to be qualified for this project. Contractors that do not exhibit the required experience will not be considered in the award of the contract.

Each of the existing two skids is composed of 36 vessels (280-in long) on the first stage and 16 vessels (280-in long) on the second stage. The existing skids have 9 rows with 4 pressure vessels on the first stage and 8 rows with 2 pressure vessels on the second stage. A photo of the existing skid is attached for reference.

After loading new membranes, Contractor shall test each skid for leaks. Then, the skid shall be placed in normal operation and the City will perform a profile sampling to record the conductivities of each individual vessel.

The City will perform bacteriological testing on the finished water after disinfection by chlorination and will notify the corresponding regulatory agencies.

The City requests qualified Contractors to perform the following services:

1. Provide labor and equipment for dismantling of up to 52 pressure vessels in two skids (up to 104 pressure vessels total) including endcaps and permeate J-Bend connectors.
 2. Provide labor and equipment for unloading up to 364 membrane elements on two skids (up to 728 elements total). Services shall also include labor to transport removed membrane elements to a designated disposal dumpster located on-site at the East Water Treatment Plant.
 3. Provide labor and materials to swab up to 52 pressure vessels and up to 104 endcaps in two skids (up to 104 pressure vessels and up to 208 endcaps total) with a mild chlorine solution and rinse with clean permeate water.
 4. Provide labor and equipment to load up to 364 membrane elements in two skids (up to 728 elements total). Contractor shall record serial numbers and loading
- WB No. 053-16; Installation for New Membrane Elements for the East Water Treatment Plant

position for the membrane elements and should provide copy of the documentation to the City upon completion of the work. Services shall also include labor to transport removed membrane packaging to a designated disposal dumpster located on-site at the East WTP.

5. Provide labor and equipment for installation of endcaps and permeate J-Bend connectors in up to 52 pressure vessels in two skids (up to 104 pressure vessels total).

Assumptions

1. The City is responsible for any permits and fees, if applicable.
2. The City will place one skid off-line at a time for removal of the old membranes and installation of the new membranes. Contractor shall perform work on one skid at a time and shall receive satisfactory approval from the City prior to perform work on a subsequent skid. The City will allow a minimum of seven (7) days for the Contractor to perform the work in each skid. The overall duration of the work for all two skids shall not exceed forty (40) calendar days.
3. Membrane elements have been purchased directly by the City.
4. The City is responsible for providing any necessary end cap adapters for proper installation of the membranes.
5. The City is responsible for providing any necessary hardware for proper installation of the membranes.
6. The City is responsible for providing disposal of the existing membranes once they have been removed from the pressure vessels and moved to a designated disposal dumpster located on-site at the East Water Treatment Plant. The City is responsible for providing disposal of the packaging from the new membrane elements.
7. The Contractor is responsible for repair of any leaks (i.e., seals, O-rings) that may be present after the system is started back up and tested with new membrane elements.
8. The Contractor is responsible for troubleshooting and correcting any potential leaks between membrane elements as determined by the results of the profiling conducted on each pressure vessel.
9. The Contractor is responsible for any damage that may occur to pressure vessel components when breaking down the skid for membrane removal and when sealing the vessels back up after the new membranes elements are installed.
10. The City is responsible for start-up and conductivity profiling of the skids following installation of the new membranes elements.
11. The City is responsible for any bacteriological or water quality testing required prior to placing the skids in service after installation of new membranes elements.

12. The City is responsible for arranging and passing bacteriological testing and any other regulatory requirements and for communications with the regulatory agencies. The bacteriological testing compliance requires two negative samples in two consecutive days. The City has approval from the regulatory agencies to operate the trains after membrane replacement and treat the permeate water since they achieve 4-log disinfection with chlorine.
13. Contractor is responsible for proper sanitation procedures during handling and installation of the membranes including cleanliness and protective gear for their personnel.

Terms

The services for installation of new membrane elements in two skids shall be received within 30 days of notice of award/purchase order. Contractor will complete the services prior to the date of expiration.

Termination:

The City of Plantation reserves the right to terminate this agreement with or without cause effective thirty (30) days from date of written notice. In the event that any of the provisions of the agreement are violated by the successful bidder, the City of Plantation may serve written notice upon such bidder of its intention to immediately terminate the agreement. Such notice will state the reason(s) for the termination of the agreement.

Forms:

All forms provided as a part of this Written Bid (WB) shall be returned with vendors/contractors bid submission

BIDDER RESPONSE SECTION

THIS IS NEITHER AN ORDER NOR A GUARANTEE OF WORK. Please quote on the following item(s). Price(s) shall remain firm for 90 calendar days		
Item No.	DESCRIPTION	ITEM PRICE
1-A	(Aggregate Sum) Contractor shall provide total commitment price for scope of services outline herein	\$
Written Amount: _____		

Please Affix Signature where indicated

(Failure to do so shall result in rejection of your bid)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the City's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the City in official amendments prior to this date of submittal.

FIRM NAME: _____

DATE: _____

SIGNATURE: _____

NAME & TITLE: _____

TELEPHONE NO: _____

Email: _____

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: []

NAME: []

ADDRESS: []

TELEPHONE NO.: []

FAX NO.: []

EMAIL ADDRESS: []

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: []

The address of the principal place of business is: []

The business is a (Sole Proprietorship) ☐ (Partnership) ☐ (Corporation) ☐

2. If Bidder is a corporation, answer the following:

- | | |
|--|-----|
| a. Date of Incorporation: | [] |
| b. State of Incorporation: | [] |
| c. President's Name: | [] |
| d. Vice President's Name: | [] |
| e. Secretary's Name: | [] |
| f. Treasurer's Name: | [] |
| g. Name and address of Resident Agent: | [] |

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: []
- b. Name, address and ownership units of all partners:
[]
- c. State whether general or limited partnership: []

4. If Bidder is other than an individual, corporation or partnership, describe the organization and

give the name and address of principals:

[]

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name: []

a. Under what other former names has your organization operated?

[]

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

[]

8. Have you personally inspected the site(s) of the proposed work? (Y) [] (N) []

9. Do you have a complete set of documents, including agenda? (Y) [] (N) []

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

[]

11. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

[]

12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

[]

13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

[]

14. State of name of Surety Company, which will be providing the bonds if any bonds are required by the Instructions to Bidder, and name, and address of agent:

[]

15. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.

[]

16. Provide a list of work currently under contract.
- []
17. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]
- []
18. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.
- []
19. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.
- []
20. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)
- []
21. Provide a list of equipment available to be committed to perform the work contemplated under this contract.
- []
22. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.
- []
23. Please attach a copy of your latest financial statement.

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____, who is personally known to me or who has produced _____
as identification and who did (did not) take an oath.

WITNESS my hand and official seal,

NOTARY PUBLIC

(NAME of Notary Public: Print,
Stamp or Type as Commissioned)

[97]9001-14001

COMPLIANCE UNDER SECTION 119.0701

FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH BID

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

Contractor: _____

By (sign): _____

Print Name: _____

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

Notary Public, State of _____

Sign: _____

Print: _____

My Commission Expires: _____

[29]9001-14001

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 the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that 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, proposal, or reply 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 the 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 action 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 convictions of, or plea of guilty or nolo contendere to, any violations 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 the above measures.

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

Signature

Printed Name

Company Name

Date

[27]9001-14001

TO BE RETURNED WITH BID

Cooperation with the Broward County Office of Inspector General

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20__.

Notary Public, State of _____

Sign: _____

Print: _____

My Commission Expires: _____

[64]9001-14001

Local Business Certification Form

The undersigned affirms as true, under penalties of perjury, as follows:

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of City of Plantation Ordinance Number 2437, § 1 which codified Section 2-227 of the City Code.

Pursuant to Section 255.0991, for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of this competitive solicitation, Section 2-227 of the City Code **shall not** apply.

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such business is a Local Business as defined by the Code.

The undersigned claims qualification in the event that the Local Business Preference applies to this procurement and the business is determined to be a Qualified Local Business as defined by the Code.

Dated: _____

Signed: _____

Printed Name of Signor: _____

Title of Signor: _____

Name of Firm: _____

Sec. 2-227. - Local business preference.

(a)

Definitions. For purposes of this section, the following terms shall have the respective meanings as set forth in this subsection:

Business location means a permanent office or other use of property in which a vendor operates, conducts, engages in or carries on all or a portion of its business, provided that the mere use of a post office box shall not be sufficient to constitute a business location under this provision.

Local business means a vendor or contractor who has paid its local business tax to the City of Plantation at least six (6) months prior to bid or proposal opening date; does business in the city community by providing goods, services, or construction; and maintains a physical business address located within the jurisdictional limits of the city in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis. Post office boxes shall not be used for the purpose of establishing said physical address.

Qualified local business means a local business that satisfies the requirements under the bid or proposal guidelines to perform the services or goods requested.

Vendor means a sole proprietorship, partnership, corporation, limited partnership or limited liability corporation or other recognized business entity that offers to contract with the city for either goods or services.

(b)

Procedure; notice of option to match lowest response. The city shall give a preference to a qualified local business that responds to competitive procurement in the following manner:

(1)

If a qualified local business submits a response to one (1) of the city's competitive procurement processes set forth in [section 2-220\(b\)](#) (requests for sealed proposals) (but only where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will be available), (d) (requests for competitive proposals), [2-220\(e\)](#) (sealed bids in response to an invitation to bid), and [2-220\(f\)](#) (design build projects which are procured using a competitive proposal process), or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in [section 2-226\(b\)](#) and as may be increased or decreased by authorized adjustments, and the original response of the qualified local business is within five (5) percent of the low response, then the city shall give the qualified local business the opportunity to meet the price of the low response. The order of preference by which the qualified local business shall be given the opportunity to match the low response shall be from the lowest to the highest response, as long as the initial response was within five (5) percent of the low response.

(2)

The city shall give the qualified local business written notice of the opportunity to match the price of the low response within five (5) business days of determining the low response. There shall only be one (1) valid notice of an opportunity to match the price of the low response outstanding at any one (1) point in time. Notice shall be deemed received by the qualified local business by mailing or otherwise transmitting the notice to the address, email, facsimile or otherwise that was supplied by the qualified local business at the time of responding.

(3)

The qualified local business to whom a written notice has been mailed or otherwise transmitted must respond to the city in writing. If the qualified local business fails to file a response to the notice with the city within two (2) days of the posting or transmission of the notification of the

option to match the low response, then the failure to respond shall be deemed to be a denial of the opportunity to match the low response. Should the qualified local business choose to meet the price of the low response, then the city shall award the contract to the qualified local business. If no qualified local business accepts the option to match the low response, then the contract shall be offered to the lowest responder.

- (c) *Disclosure.* The requirements of the city's local policy shall be disclosed in all the city's competitive procurement processes to which this preference applies or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in [section 2-226\(b\)](#) and as may be increased or decreased by authorized adjustments.
- (d) *Exceptions.* The procurement preference set forth in this section shall not apply to any of the following purchases or contracts:
 - (1) Goods or services provided under a cooperative purchasing agreement or interlocal agreement;
 - (2) Purchases or contracts which are funded, in whole or in part, by a governmental entity where the laws, regulations, or policies governing such funding prohibit or prevent the application of the preference;
 - (3) Purchases made or contracts let under emergency or noncompetitive situations;
 - (4) Purchases with an estimated cost of less than the amount stipulated for informal bids, as referenced and indexed in [section 2-226\(b\)](#) (which is currently three thousand five hundred sixty-nine dollars (\$3,569.00)) and as may be increased or decreased by authorized adjustments;
 - (5) Purchases or contracts procured utilizing procurement processes set forth in [section 2-220\(b\)](#) (requests for sealed proposals) (except where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will apply) (c), (requests for qualifications), and (g) (design build projects and professional services contracts which are competitively procured using a qualifications based procurement process); and,
 - (6) Notwithstanding the above, any purchase using any of the available procurement processes in this Code wherein the procurement documents expressly indicate that the local business preference set forth in this section shall not be available.
- (e) The application of local preference to a particular purchase, contract, or category of contracts for which the city council is the awarding authority may be waived upon written justification and recommendation by the mayor and approval of the city council.
- (f) The preference established in this section does not prohibit the right of the city council or the mayor to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.
- (g) The response preference established in this section does not prohibit the city council, or mayor, from giving any other preference permitted by law in addition to the preference authorized in this section.

(Ord. No. 2437, § 1, 2-10-2010)

[96]9001-14001

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano,
Director



CITY COUNCIL
Peter S. Tingom, *President*
Lynn Stoner, *President Pro Tem*
Jerry Fadgen
Mark Hyatt
Ron Jacobs

City of Plantation
Procurement Division
BID LETTER

We propose to furnish, and deliver any and all of the deliverables and services named in the attached Written Bid (WB No. 053-16) for which the prices have been set. The price or prices offered herein shall apply for the periods of time stated in the WB

We further agree to strictly abide by all the terms and conditions contained in the WB. Any exceptions to the requirements of the WB, the terms and condition of the proposed agreement shall be noted in writing, with detailed explanation, and included with this Bid. The Bidder acknowledges that taking exception may subject this Bid to be rejection.

It is understood and agreed that this Bid constitutes an offer, which when accepted in writing by the City of Plantation and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Plantation.

It is understood and agreed that we have read the City of Plantation, Utilities Department specifications shown or referenced in the WB and that this Bid is made in accordance with the provisions of such specifications. By our written signature in this Bid, we guarantee and certify that all items included in this Bid meet or exceed any and all such City of Plantation, Utilities Department specifications. We further agree, if awarded a contract, to deliver goods and services that meet or exceed the specifications.

The prices offered herein shall be valid for a period of sixty (90) days from Bid Due Date.

BID SIGNATURES AND CERTIFICATIONS

(Bidder- Sign and return with Bid)

1. I certify that, if awarded a contract, the Bidder will deliver goods and services which will meet or exceed the specifications set forth in this WB, the Bid and the terms of the final contract between the Bidder and City of Plantation.
2. I certify on behalf of the Bidder that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, or services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Bid and certify that I am authorized to sign this Bid for the Bidder.
3. I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this WB and certify that I am authorized to sign this Bid for the Bidder.

Authorized Signature: Kristine J Myers Date: 01/23/2017

Print/Type Name: Kristine J Myers

Print/Type Company Name: Harn R/O Systems, Inc.

City of Plantation

Other Insurance Provisions:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.
- B. The city reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential exposures.
- C. The city requires being named "Additional Insured" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City Of Plantation guidelines for contract work.

THE UNDERSIGNED CONTRACTOR HAS READ THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Lara Marie Valentine
WITNESS

Kristina J. Myers Corp Sec.
CONTRACTOR Harr RO Systems, Inc.

Jan 23, 2017
DATE

CITY OF PLANTATION

[35]9001-14001

BIDDER RESPONSE SECTION

THIS IS NEITHER AN ORDER NOR A GUARANTEE OF WORK. Please quote on the following item(s). Price(s) shall remain firm for 90 calendar days		
Item No.	DESCRIPTION	ITEM PRICE
1-A	(Aggregate Sum) Contractor shall provide total commitment price for scope of services outline herein	\$ 38,320.00
Written Amount: <u>thirty-eight thousand three hundred and twenty dollars</u>		

Please Affix Signature where indicated

(Failure to do so shall result in rejection of your bid)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the City's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the City in official amendments prior to this date of submittal.

FIRM NAME: Harn R/O Systems, Inc.

DATE: 01/23/2017

SIGNATURE: Kristine J. Myers

NAME & TITLE: Kristine J Myers, Corp. Secretary

TELEPHONE NO: (941) 488-9671

Email: mainoffice@harnrosystems.com

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: ☐ Harn R/O Systems, Inc.

NAME: ☐ Kristine J Myers

ADDRESS: ☐ 310 Center Court, Venice, FL 34285

TELEPHONE NO.: ☐ (941) 488-9671

FAX NO.: ☐ (941) 488-9400

EMAIL ADDRESS: ☐ mainoffice@harnrosystems.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: ☐ Harn R/O Systems, Inc.

The address of the principal place of business is: ☐ 310 Center Court
Venice, FL 34285

The business is a (Sole Proprietorship) ☐ (Partnership) ☐ (Corporation) ☒

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: ☐ 10/13/1972
- b. State of Incorporation: ☐ Florida
- c. President's Name: ☐ James A. Harn
- d. Vice President's Name: ☐ Julia Nemeth-Harn
- e. Secretary's Name: ☐ Kristine J Myers
- f. Treasurer's Name: ☐ N/A
- g. Name and address of Resident Agent: ☐ N/A

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: ☐
- b. Name, address and ownership units of all partners:
☐
- c. State whether general or limited partnership: ☐

4. If Bidder is other than an individual, corporation or partnership, describe the organization and

give the name and address of principals:

[]

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A
6. How many years has your organization been in business under its present business name: []
44 Years
a. Under what other former names has your organization operated?
[] N/A
7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.
[] 410657 - See attached certificate
8. Have you personally inspected the site(s) of the proposed work? (Y) [X] (N) []
9. Do you have a complete set of documents, including agenda? (Y) [X] (N) []
10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
[] No
11. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.
[] No
12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).
[] See attached reference form
13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).
[] See attached resumes
14. State of name of Surety Company, which will be providing the bonds if any bonds are required by the Instructions to Bidder, and name, and address of agent:
[] N/A - Bond not required
15. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.
[] See attached reference form

16. Provide a list of work currently under contract.
Harn's current workload includes multiple projects in Florida, North
[] Carolina, Iowa and California. Our current workload affords more than
adequate ability to complete this project.
17. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a
parent entity, an affiliate entity, a predecessor entity or other entities with which you were then
associated or affiliated were involved in any contract disputes over the last five (5) years as of the
solicitation response due date. If Bidder is a joint venture, the information provided should
encompass the joint venture and each of the entities forming the joint venture. For said claim,
identify with particularity the nature of such dispute, the names and addresses of the other parties
to such disputes, and whether or how such disputes were resolved, including any mediation,
arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations
and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim
filed by Bidder]
- [] N/A
18. List all disputes, claims, mediations and litigation between the Owner and any of the responding
entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response
due date.
- [] N/A
19. Has any governmental entity within the last five (5) years commenced proceedings to discipline
any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the
Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the
matter was resolved.
- [] No
20. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone
number and contact)
- [] No
21. Provide a list of equipment available to be committed to perform the work contemplated under
this contract.
- [] ladders, scaffolding and miscellaneous hand tools as required.
22. Please list any objections to the text of the Contract Documents in the area below or on separate
sheets of paper attached hereto, if necessary.
- [] See attached exceptions and clarifications
23. Please attach a copy of your latest financial statement.
- As a private company Harn does not release it's financial
statement. Copies of our most recent bank and bonding letters
are attached.

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Kristine J. Myers
Signature

State of Florida

County of Sarasota

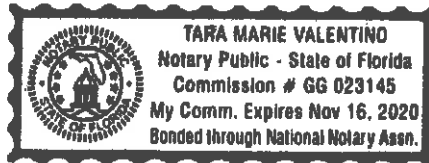
The foregoing instrument was acknowledged before me this 23rd day of Jan, 2017, by Kristine Myers, who is personally known to me or who has produced Personally Known as identification and who did (did not) take an oath.

WITNESS my hand and official seal,

Tara Marie Valentino

NOTARY PUBLIC

(NAME of Notary Public: Print,
Stamp or Type as Commissioned)



[97]9001-14001

COMPLIANCE UNDER SECTION 119.0701

FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH BID

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

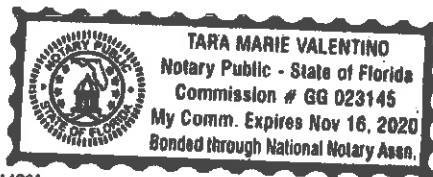
Contractor: Harn R/O Systems, Inc.

By (sign): Kristine J. Myers
Print Name: Kristine J Myers

STATE OF Florida)
COUNTY OF Sarasota)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Kristine Myers, known to be the persons described in or who has produced personally known as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of January, 2017.



[29]9001-14001

Notary Public, State of Florida

Sign: Tara Marie Valentino
Print: TARA MARIE VALENTINO
My Commission Expires: Nov. 16, 2020

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 the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that 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, proposal, or reply 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 the 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 action 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 convictions of, or plea of guilty or nolo contendere to, any violations 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 the above measures.

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

Kristine J. Myers
Signature

Kristine J Myers
Printed Name

Harn R/O Systems, Inc.
Company Name

01/23/2017
Date

[27]9001-14001

TO BE RETURNED WITH BID


Cooperation with the Broward County Office of Inspector General


The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:


Name: TARA MARIE VALENTINO

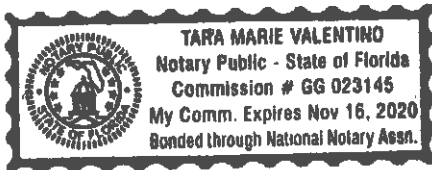

Name: RONALD J. CASTLE II

By: 
Name: Kristine J Myers
Title: Corporate Secretary

STATE OF Florida)
COUNTY OF Sarasota)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Kristine Myers, known to be the persons described in or who has produced Personally Known as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of January, 2017.



Notary Public, State of Florida

Sign: Tara Marie Valentino

Print: TARA MARIE VALENTINO

My Commission Expires: Nov. 16, 2020

[64]9001-14001



MEMBRANE WATER TREATMENT SYSTEMS

HARN R/O SYSTEMS REFERENCES – RECENT MEMBRANE INSTALLATIONS

- 1. City of Plantation – Central Water Plant**
700 NW 91st Avenue
Plantation, FL 33324

Contact: Victor Pedlar – (954) 414-8898

Scope: Remove and replace 623 membrane elements on four NF skids, 2492 total membrane elements

Date of Membrane Installation: April-May 2015
- 2. City of Sarasota WTP**
1642 12th Street
Sarasota, FL 34236

Contact: Peter Perez – (941) 365-4840

Scope: Supply and install 504 membrane elements

Date of Membrane Installation: December 2015
- 3. City of Clearwater WTP #1 Expansion**
1657 Palmetto Street
Clearwater, FL 33755

Contact: Robert Fahey – (727) 567-4781

Scope: Supply and install 210 membrane elements per skid, 420 total membrane elements

Date of Membrane Installation: February 2014
- 4. City of Miramar WTP**
4100 S. Flamingo Road
Miramar, FL 33027

Contact: Balki Bisram – (954) 438-1228

Scope: Supply and install 294 NF membrane elements

Date of Membrane Installation: September 2015
- 5. Martin County – North R/O WTP**
3100 NW Hillman Drive
Jensen Beach, FL 34957

Contact: Jay Bell – (772) 219-4929

Scope: Provide and install membrane elements, ERD installation and R/O modifications

Date of Membrane Installation: October – November 2015

INSTALLATION LIST

OWNER	CAPACITY	LOCATION	YEAR
SPANISH LAKES MOBILE HOME PARK	72,000 GPD	NOKOMIS, FL	1972
SORRENTO UTILITIES	233,000 GPD	OSPREY, FL	1975
FLORIDA KEYS AQUEDUCT AUTH.	1,000,000 GPD	KEY LARGO, FL	1975
WESTINGHOUSE	500,000 GPD	NAPLES, FL	1980
LAKE VILLAGE MOBILE HOME PARK	72,000 GPD	LAUREL, FL	1981
FOLGERS COFFEE	288,000 GPD	SHERMAN, TX	1983
ISLAND HARBOR RESORTS	30,000 GPD	PALM ISLAND, FL	1983
HUTCHINSON TECHNOLOGIES	75,000 GPD	HUTCHINSON, MN	1984
BRYN MAWR DEVELOPMENT	193,000 GPD	FT. PIERCE, FL	1984
SPANISH LAKES MOBILE HOME PARK	100,000 GPD	LAUREL, FL	1984
BEVERAGE CANNERS INT.	150,000 GPD	MIAMI, FL	1985
SOUTHBAY UTILITIES	220,000 GPD	OSPREY, FL	1985
RIDGECREST MOBILE HOME PARK	30,000 GPD	VON ORMY, TX	1985
CITY OF VENICE (REDESIGN)	1,000,000 GPD	VENICE, FL	1986
SEASIDE UTILITIES (SEAWATER)	36,000 GPD	BOCILLA ISLAND, FL	1987
PRECISION PLATING INDUSTRIAL	10,000 GPD	VENICE, FL	1987
HUTCHINSON TECH. (ULTRA PURE)	10,000 GPD	HUTCHINSON, MN	1988
PFIZER PHARM. (ULTRA PURE)	28,000 GPD	TERRE HAUTE, IN	1988
CITY OF VENICE	2,000,000 GPD	VENICE, FL	1989
HOLIDAY PINES	183,000 GPD	VERO BEACH, FL	1989
YEATES MFG. INDUSTRIAL WASTE	PROPRIETARY	NEW JERSEY	1989
PLANTATION UTILITIES	EXP - 1.25 MGD	VENICE, FL	1990
FLORIDA STEEL CORPORATION	180,000 GPD	BALDWIN, FL	1991
VENICE GARDENS UTILITIES	750,000 GPD	VENICE, FL	1991
GASPARILLA ISLAND WATER ASSOC.	750,000 GPD	GASPARILLA, FL	1992
PROPRIETARY (78 SKIDS) EACH	125,000 GPD	MOBILE UNITS	1992
OCRACOKE SANITARY DISTRICT	260,000 GPD	OCRACOKE, NC	1992
TOWN OF HASTINGS	200,000 GPD	HASTINGS, FL	1993
OCEAN TOWERS UTILITIES I & II	120,000 GPD	HUTCHINSON ISLAND, FL	1993
WEST BASIN MUNICIPAL WATER	1,300,000 GPD	TORRENCE, CA	1993
A.U.T.E.C	80,000 GPD	ANDROS ISLAND, BAHAMAS	1993
CITY OF ELMWOOD	335,000 GPD	ELMWOOD, IL	1993
SAILFISH POINT UTILITY CORP.	350,000 GPD	HUTCHINSON ISLAND, FL	1994
CULPEPER COUNTY, V.D.O.C.	225,000 GPD	CULPEPER, VA	1994
OKEELANTA CORP. (INDUSTRY)	640,000 GPD	SOUTHBAY, FL	1994
BURNT STORE UTILITIES	240,000 GPD	BURNT STORE, FL	1994
PRINCESS CONDOMINIUMS	100,000 GPD	JENSEN BEACH, FL	1994
HYDE COUNTY	288,000 GPD	HYDE COUNTY, NC	1995
DENALI PRINCESS LODGE WTP	100,000 GPD	FAIRBANKS, AK	1995
MT. PLEASANT WATER WORKS	667,000 GPD	MT. PLEASANT, SC	1995
HAWAII ENGINEERING	57,000 GPD	KAPOLEI, HAWAII	1995
MARCO ISLAND UTILITIES	1,000,000 GPD	MARCO ISLAND, FL	1995
BURNT STORE UTILITIES	240,000 GPD	BURNT STORE, FL	1996
TOWN OF CIRCLE, MONTANA	488,000 GPD	CIRCLE, MT	1997
NORTH REGION - DUPAGE COUNTY	108,000 GPD	ITASCA, IL	1997
GRAND FORKS TRAIL WATER USERS	2,000,000 GPD	GRAND FORKS, ND	1997
SE MORRIS CTY. MUN. UTILITY (UF)	500,000 GPD	MORRIS COUNTY, NJ	1997

CHARLOTTE HARBOR WATER ASSOC.	290,000 GPD	PORT CHARLOTTE, FL	1998
MARCO ISLAND UTILITIES - REHAB	4,000,000 GPD	MARCO ISLAND, FL	1998
COLLIER COUNTY	8,000,000 GPD	NAPLES, FL	1999
MARCO ISLAND UTILITIES	2,000,000 GPD	MARCO ISLAND, FL	1999
VILLAGE OF ODELL	170,000 GPD	ODELL, IL	1999
FLORIDA KEYS AQUADUCT AUTH.	6,000,000 GPD	MARATHON/STOCK IS., FL	1999
OCRACOKE SANITARY DISTRICT	260,000 GPD	OCRACOKE, NC	2000
ASARCO HERO 2-PASS INDUSTRIAL	111,000 GPD	HELENA, MT	2000
KERRY'S BROMELIAD NURSERY	100,000 GPD	HOMESTEAD, FL	2000
FLORIDA GOVERNMENTAL UTILITY	250,000 GPD	NAPLES, FL	2000
MOUNT PLEASANT WATERWORKS	750,000 GPD	MOUNT PLEASANT, SC	2001
SOUTH ISLAND PUBLIC SERVICE DIST.	1,500,000 GPD	HILTON HEAD, SC	2001
KIAWAH ISLAND UTILITY AUTH.	500,000 GPD	KIAWAH ISLAND, SC	2001
CITY OF BRIMFIELD	250,000 GPD	BRIMFIELD, IL	2002
CITY OF ALEDO	648,000 GPD	ALEDO, IL	2002
TYRRELL COUNTY	475,000 GPD	TYRRELL COUNTY, NC	2002
CAMDEN COUNTY	720,000 GPD	CAMDEN COUNTY, NC	2002
RIVERBEND RESORT (UF/RO)	40,000 GPD	LABELLE, FL	2002
LANCASTER OHIO	8,000,000 GPD	LANCASTER, OH	2003
CITY OF SARASOTA - RETROFIT	4,500,000 GPD	SARASOTA, FL	2003
MT. PLEASANT EXPANSION	432,000 GPD	MT. PLEASANT, SC	2003
GASPARILLA ISLAND EXPANSION	316,000 GPD	BOCA GRANDE, FL	2003
SOUTH ISLAND PUBLIC SERVICE DIST.	612,000 GPD	HILTON HEAD, SC	2004
CITY OF KEWANEE	3,427,000 GPD	KEWANEE, IL	2004
GOLDEN GATE EXPANSION	250,560 GPD	NAPLES, FL	2004
DESOTO COUNTY	370,000 GPD	ARCADIA, FL	2004
TAMPA BAY SEAWATER PILOT PLANT	50,000 GPD	TAMPA, FL	2004
FLORIDA KEYS SEAWATER MEMBRANE REPLACEMENT	3,000,000 GPD	STOCK ISLAND, FL	2004-2007
ADC SEAWATER PILOT SYSTEM	80,000 GPD	PORT HUENEME, CA	2005
PALM COAST PHASE II - EXP	6,384,000 GPD	PALM COAST, FL	2005
DOW SEAWATER PILOT SYSTEM	50,400 GPD	CARLSBAD, CA	2005
CLAY RURAL WATER, SD	288,000 GPD	WYNSTONE, SD	2006
RIVERSIDE, IOWA	976,000 GPD	RIVERSIDE, IA	2007
HARDINSBURG, KY	1,600,000 GPD	HARDINSBURG, KY	2007
DENALI PRINCESS LODGE	100,000 GPD	DENALI, AK	2007
LEE COUNTY NF/RO	5,300,000 GPD	LEE COUNTY, FL	2008
WINTERSET, IOWA	800,000 GPD	WINTERSET, IA	2008
THE GOLF CLUB AT BRIAR'S CREEK	500,000 GPD	JOHN'S ISLAND, SC	2008
CENTRAL IOWA WATER ASSOCIATION	3,240,000 GPD	WAVERLY, IA	2008
WEST JEFFERSON, OHIO	668,000 GPD	WEST JEFFERSON, OH	2008
POWESHIEK, IOWA	676,000 GPD	POWESHIEK, IA	2009
JACKSONVILLE, NORTH CAROLINA	8,000,000 GPD	JACKSONVILLE, NC	2009
HARTLEY, IOWA	403,200 GPD	HARTLEY, IA	2010
ATKINS, IOWA	576,000 GPD	ATKINS, IA	2010
TOLUCA, ILLINOIS	532,800 GPD	TOLUCA, IL	2010
HYDE COUNTY	432,000 GPD	ENGELHARD, NC	2010
LABELLE, FLORIDA	750,240 GPD	LABELLE, FL	2010
HARBOR BRANCH	66,000 GPD	FORT PIERCE, FL	2011
ALLEGAN, MICHIGAN	2,250,000 GPD	ALLEGAN, MI	2011
NORTH LEE COUNTY	10,000,000 GPD	N. FORT MYERS, FL	2011
OCRACOKE	362,880 GPD	OCRACOKE, NC	2011
EVEREST, KANSAS	150,000 GPD	EVEREST, KS	2011
CITY OF MACOMB RETROFIT	950,400 GPD	MACOMB, IL	2011
PASQUOTANK COUNTY	2,000,000 GPD	ELIZABETH CITY, NC	2012

JORDAN VALLEY WATER DISTRICT	6,000,000 GPD	WEST JORDAN, UT	2012
BOGUE BANKS WATER CORPORATION	1,500,000 GPD	EMERALD ISLE, NC	2012
TYRELL COUNTY, NC	432,000 GPD	COLUMBIA, NC	2012
CITY OF OLDSMAR	3,000,000 GPD	OLDSMAR, FL	2012
SAINT LUCIE MOBILE VILLAGE	151,200 GPD	INDIANTOWN, FL	2013
ODEN WATER ASSOCIATION – UF RETROFIT	1,296,000 GPD	SANDPOINT, ID	2013
DOUGLAS COUNTY RWD #3	627,840 GPD	TECUMSAH, KS	2014
CLEARWATER R/O PLANT #1 – EXP.	3,000,000 GPD	CLEARWATER, FL	2014
SOUTHERN OUTER BANKS WTP	750,000 GPD	COROLLA, NC	2014
CITY OF LABELLE	1,500,000 GPD	LABELLE, FL	2014
KEY COLONY BEACH	100,000 GPD	KEY COLONY BEACH, FL	2014
CITY OF VENICE	4,400,640 GPD	VENICE, FL	2014
BERMUDA WATER WORKS	600,000 GPD	BERMUDA	2014
PWWSD #26	475,000 GPD	STRONG CITY, KS	2015
TARPON SPRINGS	6,402,240 GPD	TARPON SPRINGS, FL	2015
HILLS MUNICIPAL WATER	316,800 GPD	HILLS, IA	2015
TOWN OF JUPITER	322,500 GPD	JUPITER, FL	2015
CITY OF RULE, TEXAS	86,400 GPD	RULE, TX	2015
GRIMES, IOWA	800,000 GPD	GRIMES, IA	2016
N. JENSEN WTP IMPROVEMENTS	2,000,000 GPD	MARTIN COUNTY, FL	2016
NCRWTP NF UPGRADES	12,000,000 GPD	NAPLES, FL	2016
BABCOCK RANCH WATER SYSTEM	250,000 GPD	NORTH LEE COUNTY, FL	2016
SIGNAL HILL WTP DESIGN/BUILD	1,693,440 GPD	SIGNAL HILL, CA	2017
PELLA, IA WTP IMPROVEMENTS	2,160,000 GPD	PELLA, IA	2017
SKYCO WTP	3,011,040 GPD	DARE COUNTY, NC	2017
LEE COUNTY GREEN MEADOWS WTP	7,500,000 GPD	LEE COUNTY, FL	2017
WEST LIBERTY WTP	648,000 GPD	WEST LIBERTY, IA	2017
NORTH LIBERTY WTP	3,024,000 GPD	NORTH LIBERTY, IA	2017
GASPARILLA ISLAND WATER ASSOC.	950,400 GPD	BOCA GRANDE, FL	2017
CITY OF YANKTON WTP IMPROVEMENTS	6,599,520 GPD	YANKTON, SD	2018



Julia Nemeth-Harn, PE

JuliaNemeth@HarnROSystems.com (941) 488-9671

Experience

1996 - PRESENT

VICE-PRESIDENT, HARN R/O SYSTEMS, VENICE, FL

- Manage the engineering, CAD, fabrication, marketing, service and administration staff. Work closely with consultants and end-users to identify and achieve customer's goals. Responsible for QA/QC for pilot and full-scale projects.
- Project specific experience includes: project manager for 10 MGD North Lee County, FL design-build project completed in 2013, winner of the Design Build Institute of America National Award; 8 MGD Lancaster, OH and 2.5 MGD South Island Public Service District, Hilton Head, SC projects. Member of the International Desalination Association, American Membrane Technology Association and the Southeast Desalting Association.
- Awards: 2014 American Technology Association Member of the Year.

1987 - 1996

SENIOR ENGINEER, BOYLE ENGINEERING CORP. (CURRENTLY AECOM), FORT MYERS, FL

- Project engineer on numerous water and wastewater projects.
- Project specific experience includes: the Fort Myers, FL membrane softening plant, North Collier County, FL membrane softening plant and Cape Coral, FL reuse project.
- Awards: 1996 Florida Engineering Society Young Engineer of the Year.

Education

UNIVERSITY OF FLORIDA – B.S. DEGREE IN CIVIL ENGINEERING (1987)

Membrane Projects

NORTH LEE COUNTY R/O PLANT RETROFIT AND EXPANSION (LEE CO. FL)

- Design/Build Completed 2013 – Four R/O skids – 10 MGD capacity
- Won DBIA National Award, 2013

PINEWOODS NF/RO PLANT RETROFIT AND EXPANSION (LEE CO. FL)

- Completed 2008 –Three NF skids retrofitted and three new R/O skids – 5.3 MGD
- Design/Build – Harn R/O lead contractor

ODEN WATER ASSOCIATION UF RETROFIT (ODEN, ID)

- Completed 2013 – Three UF skids – 1.3 MGD capacity

ALAMEDA COUNTY WATER DISTRICT (FREMONT, CA)

- Ultrafiltration pilot study program on-going for three year, completed Dec. 2014 in support of UF retrofit

MONTEREY REGIONAL POLLUTION CONTROL AGENCY (MONTEREY, CA)

- Ultrafiltration and reverse osmosis direct potable reuse pilot study, completed October 2014

SOUTH ISLAND PUBLIC SERVICE DISTRICT WTP (HILTON HEAD, SC)

- Initially installed 2001, upgraded and expanded 2004 and 2013
- Three R/O skids – 2.5 MGD capacity

HYDE COUNTY WTP (ENGELHARD, NC)

- Completed 2010 – One R/O skid – 0.43 MGD capacity

CITY OF JACKSONVILLE WTP (JACKSONVILLE, NC)

- Completed 2009 – Eight R/O skids – 8.0 MGD capacity

THE GOLF CLUB @ BRIAR'S CREEK WTP (JOHNS ISLAND, SC)

- Completed 2008 – One R/O skid – 0.50 MGD capacity

Technical Papers and Presentations

"Desalination: A Florida Perspective" Florida Water Resources Conference, Orlando, Florida. April 17, 2007

"Reverse Osmosis Technology and Applications In Iowa" Iowa Rural Water Association Annual Conference, Des Moines, Iowa, February, 19-21, 2007

"Threshold Inhibitor Chemistry" American Water Works Association , AMTA Workshop, Tampa, Florida, March 18, 2006

"Florida Surface Water to Drinking Water: An Integrated Membrane Solution," American Membrane Technology Association, Tampa, Florida, August 6, 2002

"Cost Effective RO and NF Systems: Importance of O & M Consideration in Design, Procurement and Manufacturing," American Water Works Association, Membrane Technology Conference, Atlanta, Georgia, March 3-5, 2002

"Interstage Energy Recovery Turbine Application, Marco Island, Florida," International Water Conference, Pittsburgh, Pennsylvania, October 22-26, 2000

"Planning, Procurement, Partnering," American Desalting Association, 2000 Biennial Conference & Exposition, Lake Tahoe, Nevada, August 7-9, 2000

"Membrane Water Treatment of Brackish Groundwaters in the Carolinas," Membranes and Filtration Systems, Clemson University, February 11, 2000

"Innovative System Designs to Optimize Performance of Ultra-Low Pressure Reverse Osmosis Membranes," IWSA Conference, Membranes in Drinking and Industrial Water Production, Amsterdam, The Netherlands, September 21-24, 1998



Ronald John Castle II, PE

RonCastle@HarnROSystems.com (941) 488-9671

Experience

APRIL 2005 - PRESENT

PROCESS DESIGN MANAGER, HARN R/O SYSTEMS, VENICE, FL

- Manage the engineering team and CAD department for membrane treatment design and fabrication. Work in conjunction with fabrication facility manager to develop shop production schedule and coordinate technicians' field service trips. Responsibilities for projects include bidding, contract negotiations, design and submittal preparation, purchasing, QA/QC, on-site progress meetings with clients, monthly billings, start-up and testing, contract closeout and customer technical support.
- Project specific experience includes: project manager for 6.3 MGD City of Tarpon Springs design-build project completed in 2015; managed numerous R/O projects for Harn R/O in North Carolina including the 8 MGD Jacksonville, NC and 0.75 MGD Currituck County, NC projects. Member of the American Membrane Technology Association and current board member of the Southeast Desalting Association.

Education

UNIVERSITY OF SOUTH FLORIDA – M.S. DEGREE IN CHEMICAL ENGINEERING (DEC. 2003)

WAKE FOREST UNIVERSITY – B.S. DEGREE IN CHEMISTRY (MAY 1999)

Membrane Projects

TARPON SPRINGS WTP (TARPON SPRINGS, FL)

- Completed 2015 – Three R/O skids – 6.3 MGD capacity

SOUTHERN OUTER BANKS WTP (COROLLA, NC)

- Completed 2014 – One R/O skid – 0.75 MGD capacity

ST. LUCIE MOBILE VILLAGE WTP (INDIANTOWN, FL)

- Completed 2013 – One R/O skid – 0.15 MGD capacity

CITY OF OLDSMAR WTP (OLDSMAR, FL)

- Completed 2012 – Three R/O skids – 3.0 MGD capacity

BOGUE BANKS WATER CORPORATION WTP (EMERALD ISLE, NC)

- Completed 2012 – Two R/O skids – 1.5 MGD capacity

JORDAN VALLEY WATER SOUTHWEST GROUNDWATER TREATMENT PLANT (W. JORDAN, UT)

- Completed 2012 – Three R/O skids – 6.0 MGD capacity

CITY OF ALLEGAN WTP (ALLEGAN, MI)

- Completed 2011 – Three R/O skids – 2.25 MGD capacity

HYDE COUNTY WTP (ENGELHARD, NC)

- Completed 2010 – One R/O skid – 0.43 MGD capacity

CITY OF ATKINS WTP (ATKINS, IA)

- Completed 2009 – Two R/O skids – 0.58 MGD capacity

CITY OF HARTLEY WTP (HARTLEY, IA)

- Completed 2009 – Two R/O skids – 0.40 MGD capacity

CITY OF JACKSONVILLE WTP (JACKSONVILLE, NC)

- Completed 2009 – Eight R/O skids – 8.0 MGD capacity

THE GOLF CLUB @ BRIAR'S CREEK WTP (JOHNS ISLAND, SC)

- Completed 2008 – One R/O skid – 0.50 MGD capacity

CITY OF WINTERSET WTP (WINTERSET, IA)

- Completed 2008 – Two R/O skids – 0.80 MGD capacity

DENALI PRINCESS LODGE WTP (DENALI, AK)

- Completed 2007 – One R/O skid – 0.10 MGD capacity

Technical Papers and Presentations

Castle, R.J., Nemeth-Harn, J. *Case Studies: Aerobic vs. Anaerobic Pretreatment of Groundwater*, AWWA 2006 Biennial Conference Proceedings

2014 SEDA SPRING SYMPOSIUM – CAPTIVA ISLAND, FL

- "Signs of When To Clean Membranes"

2013 SEDA TECHNOLOGY TRANSFER WORKSHOP – MEMBRANE CLEANING

- "Feed Water Supply and Fouling"

2006 AWWA BIENNIAL CONFERENCE – ANAHEIM, CA

- "Aerobic vs. Anaerobic Pretreatment of Groundwater"

2006 SEDA SPRING SYMPOSIUM – CAPTIVA ISLAND, FL

- "Cost Effective R/O and NF Systems: Importance of O&M Considerations in Design, Procurement & Manufacturing"

2005 SEDA FALL SYMPOSIUM – DAYTONA BEACH, FL

- "Case Study – FKA Stock Island, Historic Hollow Fiber Seawater Retrofit"



Vincent M. Clements

VClements@HarnROSystems.com (941) 488-9671

Experience

1989 - PRESENT

OPERATIONS MANAGER & TECHNICAL ADVISOR, HARN R/O SYSTEMS, VENICE, FL

- Shop foreman with over twenty six years of experience, with hands-on knowledge of the fabrication, installation, troubleshooting and repair of membrane water treatment systems.
- Responsible for the coordination and management of all fabrication and installation. Oversees the supervision of service personnel. Responsible for all shipping and receiving. Coordinates activities of suppliers and subcontractors. Assists in purchasing and customer service.

Education

REVERSE OSMOSIS WATER TREATMENT (DAVID H. PAUL)

ADVANCED TROUBLESHOOTING OF MEMBRANE SYSTEMS (DAVID H. PAUL)

ALLEN BRADLEY PLC PROGRAMMING

Membrane Projects

TARPON SPRINGS WTP (TARPON SPRINGS, FL)

- Completed 2015 – Three R/O skids – 6.3 MGD capacity

ALAMEDA COUNTY WATER DISTRICT (FREMONT, CA)

- Ultrafiltration pilot study program on-going for three years, completed December 2014 in support of UF retrofit

ODEN WATER ASSOCIATION UF RETROFIT (ODEN, ID)

- Completed 2013 – Three UF skids – 1.3 MGD capacity

NORTH LEE COUNTY RO PLANT RETROFIT AND EXPANSION (LEE CO. FL)

- Design/Build Completed 2013 – Four R/O skids – 10 MGD capacity
- Won DBIA National Award, 2013

JORDAN VALLEY WATER SOUTHWEST GROUNDWATER TREATMENT PLANT (W. JORDAN, UT)

- Completed 2012 – Three R/O skids – 6.0 MGD capacity

PASQUOTANK COUNTY FOREMEN BUNDY RO WTP (ELIZABETH CITY, NC)

- Completed 2012 – Two R/O skids – 2 MGD capacity



Glenn B. Wright

GWright@HarnROSystems.com (941) 488-9671

Experience

1990 - PRESENT

SENIOR R/O FIELD TECHNICIAN, HARN R/O SYSTEMS, VENICE, FL

- Senior field technician with over twenty five years of experience, with hands-on knowledge of the fabrication, installation, troubleshooting and repair of membrane water treatment systems.
- Responsible for ongoing monitoring and service of R/O systems. Reviews operational procedures, cleans, repairs, and maintains all facets of membrane filtration units. Provides trouble shooting and training service to operators.

Education

REVERSE OSMOSIS FUNDAMENTALS (DAVID H. PAUL)

ADVANCED R/O OPERATIONS & MAINTENANCE (DAVID H. PAUL)

ELECTRIC VALVE ACTUATION

Membrane Projects

TARPON SPRINGS WTP (TARPON SPRINGS, FL)

- Completed 2015 – Three R/O skids – 6.3 MGD capacity

ALAMEDA COUNTY WATER DISTRICT (FREMONT, CA)

- Ultrafiltration pilot study program on-going for three years, completed December 2014 in support of UF retrofit

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- Design/Build Completed 2013 – Four R/O skids – 10 MGD capacity
- Won DBIA National Award, 2013

JORDAN VALLEY WATER SOUTHWEST GROUNDWATER TREATMENT PLANT (W. JORDAN, UT)

- Completed 2012 – Three R/O skids – 6.0 MGD capacity

PASQUOTANK COUNTY FOREMEN BUNDY RO WTP (ELIZABETH CITY, NC)

- Completed 2012 – Two R/O skids – 2 MGD capacity



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**HARN, JAMES A
HARN R O SYSTEMS INC
310 CENTER COURT
VENICE FL 34285**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CGC019508

ISSUED: 07/30/2014

**CERTIFIED GENERAL CONTRACTOR
HARN, JAMES A
HARN R O SYSTEMS INC**

**IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1407300001827**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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



LICENSE NUMBER	
CGC019508	

**The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016**

**HARN, JAMES A
HARN R O SYSTEMS INC
310 CENTER COURT
VENICE FL 34292**



ISSUED: 07/30/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407300001827

State of Florida

Department of State

I certify from the records of this office that HARN RO SYSTEMS, INC. is a corporation organized under the laws of the State of Florida, filed on October 13, 1972.

The document number of this corporation is 410657.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 12, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelveth day of January, 2017*



Ken Detjen
Secretary of State

Tracking Number: CC2119782648

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



NHC NIELSON, WOJTCWICZ, NEU & ASSOCIATES

January 6, 2016

Harn R/O Systems, Inc.
310 Center Court
Venice, FL 34285

RE: Surety bonding

To Whom It May Concern:

We are pleased to confirm Harn R/O Systems, Inc relationship with Western Insurance Company. For over twenty years we have provided Harn R/O Systems, Inc surety bonds to guarantec both pure treatment projects and related projects as a General Contractor. It is rare that we have a client for that long without incidents of claim.

We appreciate that increasing the frequency of undertaking projects as the General Contractor will allow Harn R/O Systems, Inc to provide more owners with better total projects and look forward to expanding our support for those needs. CNA Surety, and its subsidiaries, Continental Casualty Company and Westfield Insurance Company, has offered support for projects of up to \$25,000,000 within an aggregate work program approaching \$75,000,000. Larger projects and programs would certainly be considered at the request of Harn R/O Systems, Inc.

Western Surety Company and its subsidiary companies hold a combined AM Best rating of A XIII with US Treasury Limit exceeding \$900 Million.

Western Surety Company reserves the right to review final contract documents and bond forms and obtain satisfactory evidence of project funding as part of the overall underwriting at the time a bond is requested by Harn R/O Systems, Inc. Provision of this letter assumes no liability to any party in the event bonds are not provided.

We offer our highest recommendation on the use of their services and invite any additional inquiries you may have.

Sincerely,

John R. Neu
Attorney-in-Fact
Florida Licensed Agent

PETERSBURG

1000 Central Avenue, Suite 200, St. Petersburg, FL 33705
P: 727.209.1803 F: 727.209.1335

ASHEVILLE

66 Elizabeth Place, Asheville, NC 28801
P: 828.505.7431



Branch Banking and Trust Company

1800 2nd Street, Suite 100
Sarasota, FL 34236-5990

December 21, 2015

To Whom It May Concern:

Harn R/O Systems, Inc. (HRO) has been an important and valued client with a well established commercial banking relationship with Branch Banking and Trust Company (BB&T). HRO has a high six figure line of credit and maintains a six to seven figure deposit relationship with BB&T. All accounts with BB&T have been handled as agreed from the inception of our relationship and we look forward to providing the services they require as their business continues to grow.

Please feel free to contact me if you are in need of any additional information.

Thank You.

Sincerely,

A handwritten signature in black ink, appearing to read "Iwan Mohamed", is written over the word "Sincerely,".

Iwan Mohamed, SVP
Sarasota Market President
BB&T
1800 2nd Street, Suite 100
Sarasota, FL 34236

O: (941) 225-4336
C: (954) 459-1284
imohamed@bbandt.com



City of Plantation
City Council Chambers

Subject:

Request for authorization to execute an agreement with Youngquist Brothers, Inc in an amount of \$37,200.00 for Central Water Treatment Plant's Mechanical Integrity Test (MIT) in accordance with ITB No. 049-16.

Item Description:

The Utilities Department operates a tubing and packer type Class 1 injection well at the Central Water Treatment Plant for the disposal of from the membrane treatment process. A demonstration of the mechanical integrity of this well must be performed at least once every five (5) years in accordance with the requirements of Florida Administrative Code (FAC) 62.528. Based on the previous mechanical integrity testing (MIT), the Department must complete this MIT no later than March 14, 2017.

Staff solicited sealed bids in response to an Invitation to Bid No. 049-16 for the above mentioned work pursuant to Sections 2-226(c) and 2-220(e) of the City Code. The solicitation incorporated the City's local business preference requirements pursuant to Section 2-227 of the Code. On January 24, 2017 three (3) sealed bid proposals were opened. No local bids were received. Copies of the three (3) bid submittals are attached for your review.

The numerical results are as follows:

1. Youngquist Brothers, Inc. \$37,200.00
2. All Webbs Enterprises, Inc. \$43,700.00
3. Southeast Drilling Services, Inc. \$52,100.00

Procurement Division staff performed an evaluation of all bid proposals to determine submittal responsiveness. After careful consideration of all information provided by each bidder, Procurement Division staff has concluded Youngquist Brothers, Inc. has submitted the lowest, responsive bid proposal.

Utilities Department engineer of record (Hazen and Sawyer, PC) performed an evaluation the

lowest, responsive bid to determine if the submittal was responsible. After careful consideration of all information submitted by bidder, the engineer of record (Hazen and Sawyer) has concluded Youngquist Brothers, Inc. has submitted a responsible bid proposal.

Based upon the foregoing bid evaluation, Utilities and Procurement staff recommends approval to award a contract for Central WTP Injection Well MIT to Youngquist Brothers, Inc. in the amount of \$37,200.00.

Funding:

440-0100-533-3140

Amount:

\$37,200.00

Finance Director/Budget Manager Recommendation:

Water Services Department budgeted \$50,000 for MIT testing.

Prepared By:

Charles Spencer

ATTACHMENTS:

Description	Upload Date	Type
Letter of Recommendation for Award	1/30/2017	Backup Material
Youngquist Brothers Bid Submittal	1/30/2017	Backup Material
All Webbs Bid Submittal	1/30/2017	Backup Material
Southeast Drilling Services Bid	1/30/2017	Backup Material
Original Bid Documents with addendums	1/30/2017	Backup Material
Hazen and Sawyer Letter of Recommendation	1/30/2017	Backup Material

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director



CITY COUNCIL
Ron Jacobs, President
Peter S. Tingom, President Pro Tem
Dr. Robert A. Levy
Lynn Stoner
Chris Zimmerman, AIA

Letter of Recommendation for Award

Central WTP Injection Well MIT

ITB No. 049-16

Date: January 30, 2017

To Honorable Mayor Diane Veltri Bendekovic, and Members of City Council:

The Sealed Bids that were opened on January 24, 2017 for the Central WTP Injection Well MIT have been reviewed.

There were seven (7) Sealed Bids submitted ranging from \$37,200.00 to \$52,100.00

The Procurement Division reviewed all bids for "responsiveness" in accordance with the City's front end documents, and the Utilities Department Engineer of Record (Hazen and Sawyer, PC) reviewed and evaluated the bid provided by the City to ascertain if the Bidder was "responsible" in accordance with the established evaluation criteria.

Findings of the Procurement Division review for "responsiveness":

Youngquist Brothers: \$37,200.00

- Contractor did not submit Certificate of Insurance; however they did submit signed City Insurance Requirements Form.
- Contractor did not provide Financial Statement

All Webbs Enterprises, Inc.: \$43,700.00

- Contractor did not provide Financial Statement, however they did state that can be made available upon request.

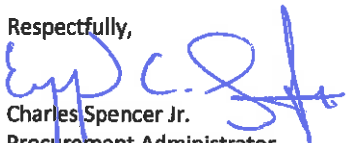
Southeast Drilling Services, Inc: \$52,100.00

- Contractor did not submit City's Insurance Requirements Form; however they did submit a Certificate of Insurance
- Contractor did not provide Financial Statement, however they did state that one can be provided upon request

Based on the above review for "responsiveness" Youngquist Brothers, Inc. was considered the lowest, responsive bidder, and based on the review from the Utilities Department engineer of record (Hazen and Sawyer, PC) they were also "responsible" in accordance with the established evaluation criteria.

In connection with information provided above the Utilities and Procurement staff recommends the award of ITB No. 049-16 to Youngquist Brothers, Inc.

Respectfully,


Charles Spencer Jr.
Procurement Administrator

City Of Plantation

Bonds:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

Other Insurance Provisions:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.
- B. The city reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential exposures.
- C. The city requires being named "Additional Insured" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City Of Plantation guidelines for contract work.

THE UNDERSIGNED CONTRACTOR HAS READ THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.


WITNESS


DATE


CONTRACTOR

CITY OF PLANTATION

EVALUATION CRITERIA ITB

In evaluating Bids, OWNER will consider the following criteria of the Respondents;

- a. The ability, capacity and skill of the respondent to perform under terms of the bid documents;
- b. Whether the bidder can perform the contract or provide the materials or services promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- d. The quality of performance of previous contracts and the providing of materials or services, or both;
- e. The previous and existing compliance by the bidder with the laws and ordinances relating to the contract, or providing of materials or services, or both;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the materials or services, or both;
- g. The quality, availability and adaptability of supplies, equipment, or contractual services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of conditions attached to the bid; and
- j. Prior litigation experience.

as may be requested in the Bid form or prior to the Notice of Award. OWNER will also consider any applicable ordinance or statutory criteria applicable to the Project.

The City will award the contract to the responsible and responsible bidder who submitted the lowest bid.

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Youngquist Brothers, Inc.

NAME: C.W. "Bill" Musselwhite

ADDRESS: 15465 Pine Ridge Rd, Fort Myers, FL 33908

TELEPHONE NO.: (239) 489 - 4444

FAX NO.: (239) 489 - 4545

EMAIL ADDRESS: bill@youngquistbrothers.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: Youngquist Brothers, Inc.

The address of the principal place of business is: 15465 Pine Ridge Rd, Fort Myers, FL 33908

The business is a (Sole Proprietorship) [] (Partnership) [] (Corporation) ☒

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: March 15, 1977
- b. State of Incorporation: Florida
- c. President's Name: Timothy Youngquist
- d. Vice President's Name: C.W. "Bill" Musselwhite
- e. Secretary's Name: Harvey Youngquist
- f. Treasurer's Name: Timothy Youngquist
- g. Name and address of Resident Agent: Richard Friday
15465 Pine Ridge Rd., Fort Myers, FL 33908

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: []
- b. Name, address and ownership units of all partners:
[]
- c. State whether general or limited partnership: []

4. If Bidder is other than an individual, corporation or partnership, describe the organization and

give the name and address of principals:

[]

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name: 39 years
- a. Under what other former names has your organization operated? None

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

General Contractor: CGC1517866, Water Well Contractor: 11336

8. Have you personally inspected the site(s) of the proposed work? (Y) [☒]___(N)_ []
9. Do you have a complete set of documents, including agenda? (Y) [☒]___(N)_ []
10. Have you ever failed to complete any work awarded to you? If so, state when, where and why? No
11. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully. No

12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

See attached Exhibit "A"

13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

See attached Exhibit "B"

14. State of name of Surety Company, which will be providing the bonds if any bonds are required by the Instructions to Bidder, and name, and address of agent:

Smith Manus, Brook Smith, 2307 River Road Suite 200, Louisville, KY 40206 (502) 238-1246

15. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.

See attached Exhibit "B"

16. Provide a list of work currently under contract.

See attached Exhibit "C"

17. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

None

18. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

None

19. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

No

20. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

No

21. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

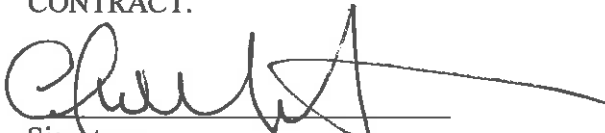
See attached Exhibit "D"

22. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

23. Please attach a copy of your latest financial statement.

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.


Signature


State of Florida

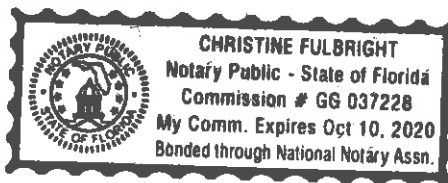
County of Lee

The foregoing instrument was acknowledged before me this 23rd day of January, 2017 by Bill Musselwhite, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal,

NOTARY PUBLIC


Christine Fulbright
(NAME of Notary Public: Print,
Stamp or Type as Commissioned)



[97]9001-14001

Exhibit A
To Qualification Statement
LITIGATION HISTORY FORM

[ITB-049-16]

NAME OF RESPONDENT:

Party:	Respondent is <u>Plaintiff</u> : Yes [] No [] <u>Defendant</u> : Yes [] No []
Case Name:	
Case Number:	
Date Filed:	
Name of Court or other Tribunal	
Type of Case:	Civil [] Administrative/Regulatory [] Criminal [] Bankruptcy []
Claim or Cause of Action and Brief Description of each Count:	
Brief description of the Subject Matter and Project Involved:	
Disposition of Case:	Pending [] Settled [] Dismissed [] Judgment Respondent's Favor [] Judgment Against Respondent [] If Judgment Against, is Judgment Satisfied? Yes [] No []
(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	
Opposing Counsel:	Name: Email: Phone Number:

[101]9001-14001

NOT APPLICABLE

COMPLIANCE UNDER SECTION 119.0701

FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH BID

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-797-2237, sslattery@plantation.org, 400 NW 73rd Avenue Plantation, FL 33317

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

Contractor: Youngquist Brothers, Inc.

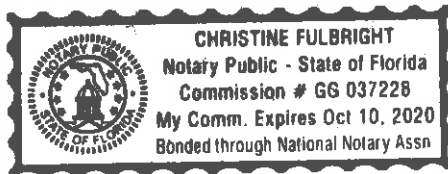
By (sign):

Print Name: C.W. "Bill" Musselwhite

STATE OF Florida)
COUNTY OF LEE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Bill Musselwhite, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of January, 2017.



Notary Public, State of Florida

Sign: Christine Fulbright

Print: Christine Fulbright

My Commission Expires: 10-10-20

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

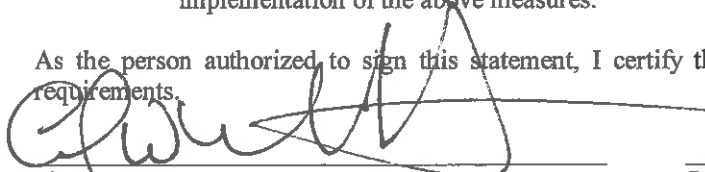
TO BE RETURNED WITH BID

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

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that 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, proposal, or reply 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 the 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 action 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 convictions of, or plea of guilty or nolo contendere to, any violations 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 the above measures.

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


Signature

C.W. "Bill" Musselwhite
Printed Name

Youngquist Brothers, Inc.
Company Name

1/23/2017
Date

CITY OF PLANTATION

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for The City of Plantation WTP MIT.
2. This sworn statement is submitted by Youngquist Brothers, Inc., whose business address is 15465 Pine Ridge Rd, Fort Myers, FL 33908 and its Federal Employer Identification Number (FEIN) is 59-1836961. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: n/a).
3. My name is C.W. "Bill" Musselwhite (please print name of individual signing), and my relationship to the entity named above is Vice President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF FLORIDA

COUNTY OF LEE COUNTY

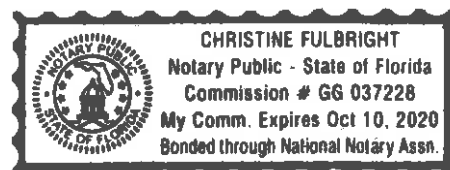
PERSONALLY APPEARED BEFORE ME, the undersigned authority, Bill Musselwhite, who, after first being sworn by me, affixed his signature in the space provided above on this 23rd day of January, 2017.

Christine Fulbright
(Notary Public)

My Commission Expires: 10-10-20

(seal)

[28]9001-14001



NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the Bidder certifies that this bid is made independently and free from collusion.

Bidder shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer or director or, or has a material interest in, the Bidder's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Bidder, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the Bidder does not indicate any names, the City shall interpret this to mean that the Bidder has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.


NAME

RELATIONSHIP

Witnesses:

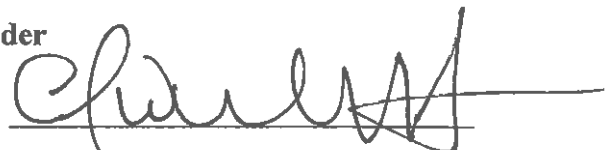


Typed name: Charles Reynolds



Typed name: Harvey Younquist Jr.

Bidder

By: 

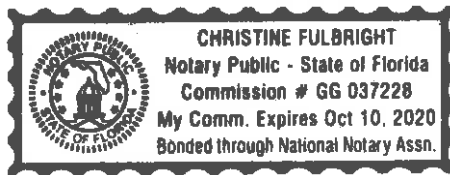
Name: C.W. "Bill" Musselwhite

Title: Vice President

STATE OF Florida)
COUNTY OF LEE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared C.W. "Bill" Musselwhite, Vice President, known to be the persons described in ~~or who~~ ~~has produced~~ _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of January, 2017.



Notary Public, State of Florida

Sign: Christine Fulbright

Print: Christine Fulbright

My Commission Expires: 10-10-20

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A PARTNERSHIP

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

Witness

Witness

State of _____
County of _____

Printed Name of Partnership

By:

Signature of General or Managing Partner

Printed Name of Partner

Business Address

City/State/Zip

Business Phone Number

State of Registration

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

N/A

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A CORPORATION

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this 23rd
day of January, 2017.

Youngquist Brothers, Inc.

Printed Name of Corporation

Printed State of Incorporation

By:

Signature of President or other authorized officer
C.W. "Bill" Musselwhite Vice President

Printed Name of President or other authorized officer

15465 Pine Ridge Rd

Address of Corporation

Fort Myers, FL 33908

City/State/Zip

(239) 489-4444

Business Phone Number

(CORPORATE SEAL)

ATTEST

By

Secretary

State of Florida

County of LEE

The foregoing instrument was acknowledged before me this 23rd day of January,
2017, by C.W. "Bill" Musselwhite (Name), Vice President (Title) of
Youngquist Brothers, Inc. (Name of Company) on behalf of the
corporation, who is personally known to me or who has produced _____ as
~~identification~~ and who did (did not) take an oath.

WITNESS my hand and official seal.

Christine Fulbright
NOTARY PUBLIC



Christine Fulbright
(Name of Notary Public: Print, Stamp,
or type as Commissioned)

CERTIFIED RESOLUTION

I, Tim Youngquist, the duly elected Secretary of Youngquist Brothers, Inc., a corporation
(Name) (Corporate Title)


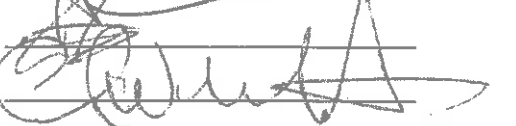
Organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT C.W. (Bill) Musselwhite"

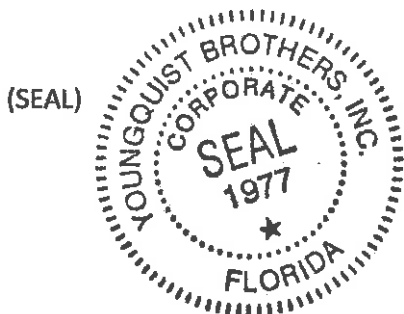
The duly elected Vice President of Youngquist Brothers, Inc., be and is hereby authorized to
(Title of Officer) (Corporate Title)
Execute and submit any documentation required and such other instruments in writing as may be necessary on behalf of the said corporation; and such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The Secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.


I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Tim Youngquist</u>	<u>President, Secretary</u>	
<u>Harvey Youngquist</u>	<u>Treasurer, Director</u>	
<u>James Brantley</u>	<u>Vice President</u>	
<u>C.W. (Bill) Musselwhite</u>	<u>Vice President</u>	

Given under my hand and the Seal of the said corporation this 25th day of July, 2011.



BY: 
Tim Youngquist
Secretary
Corporate Title

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

Printed Name of Firm

By:

Signature of Owner

Printed Name of Individual

Business Address

City/State/Zip

Business Phone Number

Witness

Witness

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

N/A

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

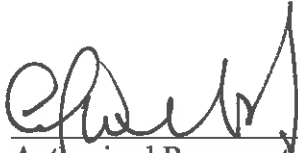
NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

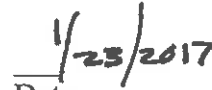
N/A

SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed construction site located at the Central Water Treatment Plant, 900 NW 91st Ave, Plantation Florida 33324 and hereby have accepted the existing site conditions.


Authorized Representative


Company


Date

Failure to attest to the above may be grounds for rejection of proposal.

TO BE RETURNED WITH BID

Cooperation with the Broward County Office of Inspector General

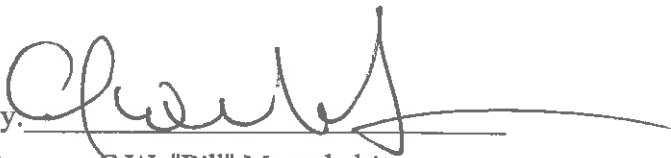
The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:


Name: Charles Reynolds

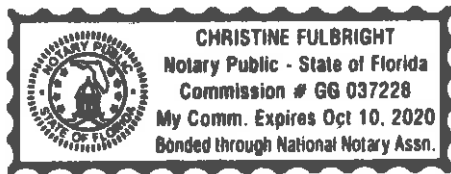

Name: Harvey Youngquist Jr.

By: 
Name: C.W. "Bill" Musselwhite
Title: Vice President

STATE OF Florida)
COUNTY OF LEE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared C.W. "Bill" Musselwhite, ~~known to be the persons described in or who has produced~~
as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd
day of January, 2017.



Notary Public, State of Florida
Sign: Christine Fulbright
Print: Christine Fulbright
My Commission Expires: 10-10-20

[64]9001-14001

Local Business Certification Form

The undersigned affirms as true, under penalties of perjury, as follows:

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of City of Plantation Ordinance Number 2437, § 1 which codified Section 2-227 of the City Code.

Pursuant to Section 255.0991, for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of this competitive solicitation, Section 2-227 of the City Code **shall not** apply.

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such business is a Local Business as defined by the Code.

The undersigned claims qualification in the event that the Local Business Preference applies to this procurement and the business is determined to be a Qualified Local Business as defined by the Code.

Dated: 1/23/2017

Signed: _____

Printed Name of Signor: C.W. "Bill" Musselwhite

Title of Signor: Vice President

Name of Firm: Youngquist Brothers, Inc.

Sec. 2-227. - Local business preference.

(a)

Definitions. For purposes of this section, the following terms shall have the respective meanings as set forth in this subsection:

Business location means a permanent office or other use of property in which a vendor operates, conducts, engages in or carries on all or a portion of its business, provided that the mere use of a post office box shall not be sufficient to constitute a business location under this provision.

Local business means a vendor or contractor who has paid its local business tax to the City of Plantation at least six (6) months prior to bid or proposal opening date; does business in the city community by providing goods, services, or construction; and maintains a physical business address located within the jurisdictional limits of the city in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis. Post office boxes shall not be used for the purpose of establishing said physical address.

Qualified local business means a local business that satisfies the requirements under the bid or proposal guidelines to perform the services or goods requested.

Vendor means a sole proprietorship, partnership, corporation, limited partnership or limited liability corporation or other recognized business entity that offers to contract with the city for either goods or services.

(b)

Procedure; notice of option to match lowest response. The city shall give a preference to a qualified local business that responds to competitive procurement in the following manner:

(1)

If a qualified local business submits a response to one (1) of the city's competitive procurement processes set forth in section 2-220(b) (requests for sealed proposals) (but only where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will be available), (d) (requests for competitive proposals), 2-220(e) (sealed bids in response to an invitation to bid), and 2-220(f) (design build projects which are procured using a competitive proposal process), or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in section 2-226(b) and as may be increased or decreased by authorized adjustments, and the original response of the qualified local business is within five (5) percent of the low response, then the city shall give the qualified local business the opportunity to meet the price of the low response. The order of preference by which the qualified local business shall be given the opportunity to match the low response shall be from the lowest to the highest response, as long as the initial response was within five (5) percent of the low response.

(2)

The city shall give the qualified local business written notice of the opportunity to match the price of the low response within five (5) business days of determining the low response. There shall only be one (1) valid notice of an opportunity to match the price of the low response outstanding at any one (1) point in time. Notice shall be deemed received by the qualified local business by mailing or otherwise transmitting the notice to the address, email, facsimile or otherwise that was supplied by the qualified local business at the time of responding.

(3)

The qualified local business to whom a written notice has been mailed or otherwise transmitted must respond to the city in writing. If the qualified local business fails to file a response to the notice with the city within two (2) days of the posting or transmission of the notification of the

option to match the low response, then the failure to respond shall be deemed to be a denial of the opportunity to match the low response. Should the qualified local business choose to meet the price of the low response, then the city shall award the contract to the qualified local business. If no qualified local business accepts the option to match the low response, then the contract shall be offered to the lowest responder.

- (c) *Disclosure.* The requirements of the city's local policy shall be disclosed in all the city's competitive procurement processes to which this preference applies or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in section 2-226(b) and as may be increased or decreased by authorized adjustments.

- (d) *Exceptions.* The procurement preference set forth in this section shall not apply to any of the following purchases or contracts:

- (1) Goods or services provided under a cooperative purchasing agreement or interlocal agreement;
- (2) Purchases or contracts which are funded, in whole or in part, by a governmental entity where the laws, regulations, or policies governing such funding prohibit or prevent the application of the preference;
- (3) Purchases made or contracts let under emergency or noncompetitive situations;
- (4) Purchases with an estimated cost of less than the amount stipulated for informal bids, as referenced and indexed in section 2-226(b) (which is currently three thousand five hundred sixty-nine dollars (\$3,569.00)) and as may be increased or decreased by authorized adjustments;
- (5) Purchases or contracts procured utilizing procurement processes set forth in section 2-220(b) (requests for sealed proposals) (except where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will apply) (c), (requests for qualifications), and (g) (design build projects and professional services contracts which are competitively procured using a qualifications based procurement process); and,
- (6) Notwithstanding the above, any purchase using any of the available procurement processes in this Code wherein the procurement documents expressly indicate that the local business preference set forth in this section shall not be available.

- (e) The application of local preference to a particular purchase, contract, or category of contracts for which the city council is the awarding authority may be waived upon written justification and recommendation by the mayor and approval of the city council.

- (f) The preference established in this section does not prohibit the right of the city council or the mayor to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.

- (g) The response preference established in this section does not prohibit the city council, or mayor, from giving any other preference permitted by law in addition to the preference authorized in this section.

(Ord. No. 2437, § 1, 2-10-2010)

[96]9001-14001

BID BOND

Bond No. N/A

CONTRACTOR:

Youngquist Brothers, Inc.
A Florida Corporation
15465 Pine Ridge Rd
Fort Myers, FL 33908

SURETY:

Ironshore Indemnity Inc.
Incorporated in the State of Minnesota
PO Box 3407, New York, NY 10005

OWNER:

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: Five Percent of the Amount Bid (\$5% of Amount Bid)**PROJECT:**

The City of Plantation, Florida, Central WTP Injection Well MIT- ITB No. 049-16

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the Owner shall accept the Bid of the Contractor and the Contractor shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the Owner, and furnish insurance coverages to Owner as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the Owner immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Owner may accept the Bid of the Contractor and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Contractor's allegation that its entering into the contract was prevented or frustrated by the Owner, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: January 24, 2017.Youngquist Brothers, Inc.

(Name of Contractor)

By: 

C.W. (Bill) Musselwhite, Vice President

Ironshore Indemnity Inc.

(Name of Surety)

By: 

Theresa Pickerrell, Attorney-in-Fact

[156]09001-14001

POWER OF ATTORNEY

III- Bid Bond

Ironshore Indemnity Inc.

KNOW ALL MEN BY THESE PRESENTS, that IRONSHORE INDEMNITY INC., a Minnesota Corporation, with its principal office in New York, NY does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Sandra L. Fusinetti, Deborah Neichter, Jill Kemp, Theresa Pickerrell, Sheryon Quinn, Bonnie J. Rowe, Amy Meredith, Lynnette Long, Barbara Duncan, Mark A. Guidry, Michele Lacrosse, Jessica Nowlin and Summer A. Betting its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of IRONSHORE INDEMNITY INC. on the 22nd day of April, 2013 as follows:


Resolved, that the Director of the Company is hereby authorized to appoint and empower any representative of the company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,500,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Director and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, IRONSHORE INDEMNITY INC. has caused this instrument to be signed by its Director, and its Corporate Seal to be affixed this 2nd day of July, 2013.

IRONSHORE INDEMNITY INC.



By: 
Daniel L. Sussman
Director

ACKNOWLEDGEMENT

On this 2nd day of July, 2013, before me, personally came Daniel L. Sussman to me known, who being duly sworn, did depose and say that he is the Director of Ironshore Indemnity Inc., the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-18

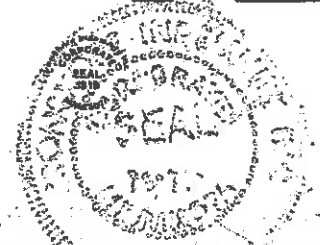



By: 
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Secretary of IRONSHORE INDEMNITY INC., a Minnesota Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at this 24th Day of January 2017.




Paul S. Giordano
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

BID SCHEDULE
CITY OF PLANTATION
CENTRAL WTP INJECTION WELL MIT

Notice To All Bidders

It is the intent of the CITY to award this contract based on the Grand Total Base Bid for all bid items. In the event of a discrepancy between written figures and numbers, the former shall govern. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the CITY.

For each payment item, Bidder agrees to furnish all labor, materials, tools and equipment necessary to properly perform the work described herein and on the project drawings. A more detailed description of the Pay Items is located in Section 01025 of the Technical Specifications.

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total Or Extension</u>
1	Lump Sum	Injection Well MIT for the lump sum price of: <u>THIRTY SEVEN THOUSAND</u> <u>ONE HUNDRED</u> Dollars and <u>NO/100</u> Cents	\$ <u>37,100.00</u>
2	Lump Sum	Consideration for Indemnification for the lump sum price of: <u>One Hundred</u> ----- Dollars and <u>No-</u> ----- Cents	\$ <u>100.00</u>

GRAND TOTAL BASE BID FOR ITEMS 1 THROUGH 2

THIRTY SEVEN THOUSAND TWO HUNDRED DOLLARS + NO/100
\$ 37,200.00

Bid Form
CITY OF PLANTATION

Bid of Bidder

Address

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

PROJECT NAME: [Central WTP Injection Well MIT]
ITB No. 049-16
City of Plantation

TO: City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

The Undersigned Bidder proposes and agrees if this bid is accepted, to enter an agreement with the OWNER to complete 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 Contract Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This bid will remain open for thirty days after the day of Bid Opening. Bidder will sign the agreement and submit the contract security and other documents required by the Contract Documents within 15 days after the date of Owner's Notice to Award.

In submitting this bid, Bidder represents as more fully set forth in the Agreement, that:

- A. Bidder has examined copies of all the Contract Documents and of the following Addenda:
(if any addenda have been issued)

DATE:
Dec. 22, 2016

ADDENDA NUMBER:
1

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

- B. Bidder has examined the site and locality where the work is to be performed, the legal requirements Federal, State and Local Laws, Ordinances, Rules and Regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

- C. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization 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 a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
- D. BIDDER shall complete the Work for the following price. It is the OWNER'S intent to award a contract based upon the total base bid amount.

TOTAL BASE BID AMOUNT: Thirty Seven Thousand Two Hundred and no/100
Dollars

\$ 37,200.00

Bidder agrees that the Work will be completed within the time identified in the Agreement after the date when the Contract time commences to run as provided in Paragraph 2.3 of the General Conditions (Notice to Proceed).

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

Communications concerning this Bid shall be addressed to the address of Respondent indicated below.

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The undersigned also agrees as follows:

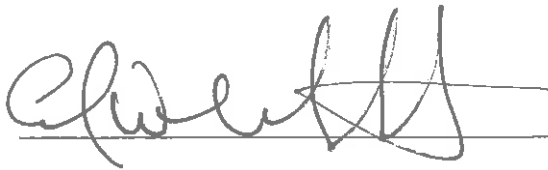
First: to do any extra work not covered by the foregoing Schedule of Price which may be ordered by the OWNER, and to accept as full compensation therefore, such prices may be agreed upon in writing by the OWNER and the BIDDER pursuant to the applicable provisions of the General Conditions.

Second: Within fifteen days from the "Notice of Award", of this bid, to execute the Contract and to furnish to the OWNER a satisfactory Performance Bond in the approved City form, guaranteeing the faithful performance of the Work and payment of bills, the BIDDER to pay for said bond.

Third: To begin work on the date specified in the "Notice to Proceed". Accompanying this bid is a certified check, cashier's check or Bid Bond for 5% of Bid payable to the City of Plantation which is to be forfeited if, in the event that this Bid is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or Bid Bond is to be returned as provided herein.

SUBMITTED ON , 20

SIGNATURE OF BIDDER:

A handwritten signature in black ink, appearing to read "C.W. Musselwhite", is written over a horizontal line.

TITLE (if any): C.W. "Bill" Musselwhite Vice President

ADDRESS: 15465 Pine Ridge Rd, Fort Myers, FL 33908

Incorporated under the laws of the State of Florida.

[46]9001-14001

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otinlano
Director



CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

ADDENDUM No. 1

ITB No. 049-16

Central WTP Injection Well MIT

City of Plantation

DATE OF ADDENDUM: December 22, 2016

TO ALL PROSPECTIVE BIDDERS:

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for ITB No. 049-16.

The following Changes shall be made to the Contract Documents:

1. Section 13199, Mechanical Integrity Testing

In Article 1.01, Paragraph D, REPLACE the year "2016" with "2017".

Bid must be stamped on or before January 24th, 2017 11:00 A.M. by the City Clerk, City of Plantation, 400 NW 73rd Avenue, Plantation FL. 33317.

All other terms, conditions and specifications remain unchanged for ITB No. 049-16.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

COMPANY NAME: Pounggust Brothers, Inc.



Youngquist Brothers, Inc.
15465 Pine Ridge Road
Fort Myers, FL 33908
Phone (239) 489-4444

Exhibit "A"

References

Greater Pine Island Water Association
Dan Acquaviva P.G.
RMA Geologic Consultants, Inc.
12771 World Plaza Ln
Bldg 87 Suite 1
Fort Myers, FL 33907
(239)415-1818

City of Naples
Kevin Swisher
Utilities Maint. Supervisor
735 8th Street South
Naples, FL 34102
(239) 213-4727

Fort Pierce Utility Authority
David McNabb P.G.
McNabb Hydrogeologic Consulting Inc.
4600 Military Trail, suite 116
Jupiter, FL 33458
(561) 891-0763

Southern Companies
Lisa Drinkwater P.G.
CH2M Hill Engineers, Inc.
1266 Sea Lark Ln.
Navarre Beach, FL 32566
(352) 384-7110



MIT and Well Rehab CONSTRUCTION CONTRACTS :

Exhibit "B"

YBI Job #	OWNER / LOCATION	CONSULTANT / OWNERS REPRESENTATIVE	CONTACT	APPX. VALUE	PROJECT STATUS	No. of Wells	Begin Date / Status Date
016-13	Southern Companies Plant Crist MIT IW-1 & IW-2	CH2M Hill Engineers, Inc.	Lisa Drinkwater (850) 565-0381	\$ 20,000.00	Complete	2	
016-1	Greater Pine Island Water Association Injection tubing brushing IW-1	RMA Geologic Consultants, Inc.	Dan Acquaviva P.G. (239) 415-1818	\$ 45,500.00	Complete	1	5-Jan-2016
016-2	City of Naples Goldengate Well 402 Pump Replacement	Utilities Maint. Supervisor	Kevin Swisher (239) 213-4727	\$ 1,300.00	Complete	1	12-Jan-2016
016-4	Fort Pierce Utility Authority TCEC IW-1 Well rehab w/acidization	CDM Smith Inc	Jill Grimaldi BCES (772) 231-4301	\$ 160,000.00	Complete	1	15-Dec-2015
016-5	Partridge Place Condos Pump replacement	Facilities Manager	Debbie Gillespie (513) 265-5615	\$ 15,320.00	Complete	1	15-Dec-2015
16-7	Fort Pierce Utility Authority MWRF IW-1 MIT	McNabb Hydrogeologic Consulting Inc.	David McNabb P.G. (561) 891-0763	\$ 24,949.00	Complete	1	27-Feb-2016
016-9	Collier County Wellfield Manatee Rd ASR Pump removal	Crew Leader	Josh Bauer (239) 784-3400	\$ 16,700.00	Complete	1	12-Mar-2016
016-3	Collier County SCWRF IW-1 MIT	CDM Smith Inc.	Jason Sciandra P.E. (239) 938-9600	\$ 35,450.00	Complete	1	8-Feb-2016
201518	Gasparilla Island Water Assoc. Boca Grande WWTP IW-1 MIT	RMA GeoLogic Consultants, Inc.	Daniel Acquaviva P.G. (239) 415-1818	\$ 44,010.00	Complete	1	23-Nov-2016
015-14	Conestoga - Rovers & Assoc. Inc. Injection Well 32-2 Sunoco-Felda	Conestoga-Rovers & Assoc. Inc.	Gordon Walters (716) 297-6150	\$ 3,000.00	Complete	1	13-Apr-2016
201421	Brevard County Sykes Creek IW-1 & IW-2 MIT	CDM Smith Inc.	Jason Mills P.E. (321) 689-0324	\$ 94,521.62	Complete	2	9-May-2016
201419	Island Water Association Sanibel IWA MIT - IW-1	Cardno Entrix Project ID: E214002900	Michael Waldron P.G. (239) 574-1919	\$ 15,000.00	Complete	1	25-Jan-2016
201417	City of Cape Coral Cape coral Everest MIT	SDM Smith Inc.	Jason Sciandra (239) 938-9600	\$ 24,945.00	Complete	1	2-Jul-2015
201414	Gulf Power Company Gulf Power - Plant Crist MIT IW-1 & IW-2	CH2M Hill Engineers, Inc. PO #474927-1000	Lisa Drinkwater (850) 565-0381	\$ 76,000.00	Complete	2	17-Jun-2015
201413	City of Melbourne Melbourne - Grant Street MIT IW-1	CDM Smith Inc.	Jill Grimaldi (772) 231-4301	\$ 35,000.00	Complete	1	19-Jun-2015
201411	Martin County Utilities Tropical Farms MIT TFIW-1 & TFIW-2	Holtz Consulting Engineers, Inc.	David Holtz (561-575-2005	\$ 5,000.00	Complete	2	3-Jan-2015
201331	Florida Governmental Utility Authority Golden Gate WWTP MIT DIW		Chris Couch (407) 629-6900	\$ 31,900.00	Complete	1	16-Mar-2014
				\$ 17,960.00	Complete	1	2-Mar-2014
					Complete	1	7-Mar-2014
					Complete	2	10-Feb-2014
					Complete	1	20-Feb-2014
					Complete	1	3-Apr-2014
					Complete	2	8-Apr-2014
					Complete	1	6-May-2014
					Complete	1	16-May-2014
					Complete	1	20-Aug-2013
					Complete	1	25-Aug-2013



MIT and Well Rehab CONSTRUCTION CONTRACTS :

Exhibit "B"

YBI Job #	OWNER / LOCATION	CONSULTANT / OWNERS REPRESENTATIVE	CONTACT	APPX. VALUE	PROJECT STATUS	No. of Wells	Begin Date / Status Date
201318	City of Cape Coral Utilities Cape Coral SW WTP/WRF IW-1 MIT	CDM Smith Inc.	Kirk Martin (239) 938-9600	\$ 23,945.00	Complete	1	3-Apr-2013 8-Apr-2013
201315	City of Margate Margate WWTP IW-1 & IW-2 MIT	Hazen & Sawyer P.E.	Michael Wengrenovich (813) 282-7275	\$ 58,880.00	Complete	2	18-Feb-2013 28-Feb-2013
201312	Bonita Springs Utilities BSU WTP IW-1 & BSU West WRF IW-1	Cardno Entrix	John Mayhute (239) 574-1919	\$ 42,180.00	Complete	2	27-Jan-2013 6-Feb-2013
201314	Lee County Board of Commissioners Fort Myers Beach WWTP IW-1 MIT	RMA Geologic Consultants, Inc.	Dan Acquaviva (239) 415-1818	\$ 37,700.00 \$ 23,700.00	Complete	1	24-Jan-2013 18-Apr-2013
201311	City of West Palm Beach East Central regional WRF IW-1R Thru IW-7	McNabb Hydrogeologic Consulting Inc.	David McNabb (561) 891-0763	\$ 206,080.00 \$ 11,900.00	Complete	7	1-Nov-2012 25-Mar-2013
2011604	City of Pompano Beach WTP MIT for Concentrate Injection Well System	CDM Inc.	Stewart Magenheimer (954) 776-1731	\$ 25,800.00	Complete	1	17-Nov-2011 22-Nov-2011
201232	City of Port St. Lucie Utility Systems Dept JEA WTP MIT	McNabb Hydrogeologic Consulting Inc.	David McNabb (561) 891-0763	\$ 32,567.00	Complete	1	31-Aug-2012 5-Sep-2012
201234	FGUA Lehigh Acres & North Fort Myers IW MIT	FGUA	Chris Couch (407) 629-6900	\$ 62,100.00	Complete	2	
201227	Sarasota County Center Road MIT	Cardno Entrix	John Mayhute (239) 574-1919	\$ 22,445.00	Complete	1	7-Sep-2012 12-Sep-2012
201230	City of Coral NROWTP	CDM Smith Inc.	Doug Wells (239) 938-9607	\$ 23,945.00	Complete	1	16-Aug-2012 21-Aug-2012
201224	FGUA WTP & IWRF						
246074	Coral Springs Improve. Dist. Coral Springs, Florida	CH 2M Hill, Inc. Deerfield Beach, Florida	Sean Skehan 954-426-4008	\$ 118,400.00	Open		
246073	Broward County, FL Broward, Florida	Hazen & Sawyer Hollywood, Florida	Ghislane Carr 954-987-0066	\$ 138,780.00	Closed		1-Jan-1900
246069	City of Plantation Plantation, Florida	Hazen & Sawyer Hollywood, Florida	Michael Wengrenovich 954-987-0066	\$ 15,000.00	Closed		1-Jan-1900
246068	Melbourne, Florida Melbourne, Florida	L.S. Sims, Inc. Rockledge, Florida	Lawrence Sims (321) 504-4046	\$ 42,267.00	Closed		1-Jan-1900
246067	BOCC Sarasota, Florida Sarasota, Florida	Post, Buckley, Schuh & Jernigan, Inc. Tampa, Florida	Kevin Dorsey 813-282-7275	\$ 14,882.00	Closed		1-Jan-1900
246064	Palm Beach County Palm Beach, Florida	Palm Beach County West Palm Beach, Florida	Hassan Hadjimiry P. E. 561-434-5359	\$ 125,000.00	Closed		1-Jan-1900



GENERAL CHARACTER OF WORK
Exhibit "C"

<u>OWNER / LOCATION</u>	<u>CONSULTANT</u>	<u>CONTACT</u>	<u>I. W.</u>	<u>M. W.</u>	<u>M. I. S. C.</u>	<u>A. S. R.</u>	<u>M. I. T.</u>	<u>L. R.</u>	<u>PROJECT STATUS</u>	<u>COMPLETION DATE</u>
201615 Florida Power & Light Okeechobee (OCEC Unit 1) FA 1,2,3 & 4 w/DZMW	JLA Geosciences Inc Jupiter FL janderson@jlaeosciences.com	Jim Andersen (861) 758-2473		1	4				Drilling	September, 2017
201613 - City of Cape Coral SouthWest WRF/WTP Injection Well System IW-2 w/DZMW	CDM Smith Fort Myers FL stonehouseMC@cdmsmith.com	Mark Stonehouse P.E. (239) 938-9600	1						Wellhead 90%	December, 2016
201612 - Florida Power & Light Okeechobee (OCEC Unit 1) IW-1 & IW-2 w/DZMW	McNabb Hydrogeologic Consulting Inc Jupiter FL david@mcnabbhydroconsult.com	David McNabb P.E. (561) 823-5468	2	1					Drilling 30%	April, 2017
201610 - Gulf Power Plant Crist Pensacola IW3 & IW4	CH2M Hill Navarre Beach FL lisa.drinkwater@ch2m.com	Lisa Drinkwater P.E. (850) 939-4930	2	2					Drilling 18%	June, 2017
201616 - Miami-Dade So. Miami Heights IW-1 & DZMW & 3 ASR	CDM Smith Maitland FL millsim@cdmsmith.com	Jason Mills P.G. (407) 660-6367		1	3				Drilling 48%	February, 2017
201512 City of Sunrise Springtree WTP Injection Well IW-1 & IW-2 w/DZMW	Arcadis US West Palm Beach FL rodnev.miller@arcadis.com	Rodney Miller P.E. (561) 697-7000	2	1					Site Restore 80%	September, 2016
201510 Miami-Dade Central District WTP Deep Injection IW-1 & IW-2 w/DZMW	MWH Fort Myers FL edward.rectenwald@mwhglobal.com	Ed Rectenwald (239) 275-2228	2	1					Drilling 70%	November, 2016



Exhibit "D"
Equipment List

Volvo	L90E	Loader	3	1415
Volvo	L120	Loader	2	
Volvo	L120	Loader	3	
Volvo	L120	Loader	2	L10
Volvo	L120B	Loader	2	L2
Volvo	L120D	Loader	1	L11
Volvo	L120E	Loader	3	L35
Volvo	L120F	Loader	3	L33
Volvo	L120F	Loader	3	L37
Volvo	L150	Loader	2	
Michigan	L120	Loader	2	
Michigan	L150	Loader	2	L5
CAT	930K	Loader	5	
CAT	930K	Loader	5	L3
CAT	930K	Loader	5	L4
CAT	930K	Loader	5	
CAT	930K	Loader	5	L6
Komatsu	WA200-6	Loader	5	
Komatsu	WA200-6	Loader	5	
Komatsu	100	Loader	2	
Komatsu	PC35MR	Excavator	5	
Volvo	EC210BLC	Excavator	3	1932
Volvo	EC210BLR	Excavator	3	
Volvo	EC290BLR	Excavator	3	
Volvo	EC360BLC	Excavator	2	1931
Volvo	360	Excavator	3	
Volvo	460	Excavator	3	
CAT	320L	Excavator	4	
CAT	EC360BL	Excavator	4	
Hyundai	200LC	Excavator	2	
Bobcat	331	Mini-Excavator	3	
CAT	D6	Bulldozer	3	
TEREX	Crossover 6000	Crane	5	
Tadano	TR500XL	Crane	4	
Liebherr	LTM 1080	Crane	3	



Exhibit "D"
Equipment List

Grove	RT635C	Crane	3	
Grove	RT635C	Crane	3	
Shuttlelift	ISL40B	Gantry crane	5	
CAT	V300	Forklift	2	107
CAT	DP25	Forklift	3	
CAT	DP25K	Forklift	2	
Ditch Witch	RT40	Trencher	3	
Dynapac	CA200	Roller	4	
Cementer	YBI	Cementer	4	C1
Cementer	YBI	Cementer	4	C2
Cementer	YBI	Cementer	2	C3
Cementer	YBI	Cementer	1	C4
Cementer	YBI	Cementer	4	C5
Sullair	TS-20	Electric Air Compressor	3	
Sullair	TS-20	Electric Air compressor	3	
Sullair	TS-20	Electric Air Compressor	3	
Sullair	TS-20	Electric Air compressor	3	
Sullair	TS-20	Electric Air Compressor	4	
Sullair	185	Diesel Air compressor	5	
Sullair	185	Diesel Air compressor	5	
Sullair	185	Diesel Air Compressor	5	
Sullair	185	Diesel Air Compressor	5	
Sullair	185	Diesel Air Compressor	5	
Sullair	225	Diesel Air Compressor	3	
Atlas Copco	400	Air Compressor	4	
CAT	550kw	Generator	5	
SDMO	400kw	Generator	4	
SDMO	J80	Generator	4	
John Deere/mecc alte	165 KVA	Generator	4	
Wacker Neuson	LTN 6	Light Stand	5	
Wacker Neuson	LTN 6	Light Stand	5	
Wacker Neuson	LTN 6	Light Stand	5	
JLG	60	Manlift	3	

Equipment from this list will be utilized as needed to accomplish the project as specified.

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD**

LICENSE NUMBER	
EC13004802	

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



YOUNGQUIST, HARVEY BRUCE JR
YOUNGQUIST BROTHERS INC.
15465 PINE RIDGE ROAD
FORT MYERS FL 33908



ISSUED: 07/28/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607280002406

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CGC1517866	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



YOUNGQUIST, HARVEY BRUCE JR
YOUNGQUIST BROTHERS INC
15465 PINE RIDGE ROAD
FORT MYERS FL 33908



ISSUED: 07/28/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607280002001

**STATE OF FLORIDA
SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT
CERTIFIES THAT
Harvey Youngquist Jr**

HAS BEEN DULY LICENSED AS A WATER WELL
CONTRACTOR IN THE STATE OF FLORIDA

LICENSE NUMBER: 11336

EXPIRATION DATE: **July 31, 2017**

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otinlano
Director



CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

ADDENDUM No. 1

ITB No. 049-16

Central WTP Injection Well MIT

City of Plantation

DATE OF ADDENDUM: December 22, 2016

TO ALL PROSPECTIVE BIDDERS:

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for ITB No. 049-16.

The following Changes shall be made to the Contract Documents:

1. Section 13199, Mechanical Integrity Testing

In Article 1.01, Paragraph D, REPLACE the year "2016" with "2017".

Bid **must** be stamped on or before January 24th, 2017 **11:00 A.M.** by the City Clerk, City of Plantation, 400 NW 73rd Avenue, Plantation FL. 33317.

All other terms, conditions and specifications remain unchanged for ITB No. 049-16.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

COMPANY NAME: ALL WEBBS ENTERPRISES INC.

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BID SCHEDULE
CITY OF PLANTATION
CENTRAL WTP INJECTION WELL MIT

Notice To All Bidders

It is the intent of the CITY to award this contract based on the Grand Total Base Bid for all bid items. In the event of a discrepancy between written figures and numbers, the former shall govern. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the CITY.

For each payment item, Bidder agrees to furnish all labor, materials, tools and equipment necessary to properly perform the work described herein and on the project drawings. A more detailed description of the Pay Items is located in Section 01025 of the Technical Specifications.

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total Or Extension</u>
1	Lump Sum	Injection Well MIT for the lump sum price of: <u>Forty Three Six Hundred</u> _____ Dollars and <u>No CENTS</u> _____ Cents	\$ <u>43,600</u>
2	Lump Sum	Consideration for Indemnification for the lump sum price of: <u>One Hundred</u> ----- Dollars and <u>No</u> ----- Cents	\$ <u>100.00</u>

GRAND TOTAL BASE BID FOR ITEMS 1 THROUGH 2

\$43,700

BID BOND

Bond No.

CONTRACTOR:Name
Legal status
Address**SURETY:**Name
Legal status
Principal place of business**OWNER:**City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317**BOND AMOUNT: \$****PROJECT:**

Name, location or address, and Project number, if any

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the Owner shall accept the Bid of the Contractor and the Contractor shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the Owner, and furnish insurance coverages to Owner as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the Owner immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Owner may accept the Bid of the Contractor and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Contractor's allegation that its entering into the contract was prevented or frustrated by the Owner, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: , 20__.

(Name of Contractor)By: _____
(As Attorney in Fact)_____
(Name of Surety)

[156]09001-14001



Plantation
the grass is greener®

CITY OF PLANTATION

CONTRACT DOCUMENTS FOR

**CENTRAL WTP
INJECTION WELL MIT**

ITB NO. 049-16

**Contract Requirements,
Technical Specifications and
Drawings**

BID / PROPOSAL SET

December 2016

Hazen

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CITY OF PLANTATION
CENTRAL WTP INJECTION WELL MIT

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09900 – Painting

NOTICE TO BIDDERS
Invitation to Bid #049-16

CITY OF PLANTATION
PLANTATION, FLORIDA

The City of Plantation, Florida is soliciting bids for *Central WTP Injection Well MIT*. The project will generally consist of, but is not limited to, the following:

Performance of Mechanical Integrity Testing on one injection well

Proposals will be accepted until 11:00 am. on Tuesday, January 24, 2017, at City Hall, Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, at which time Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the Bidder to insure that bids are received no later than the time indicated above. **Bids received after that time will not be considered.**

Detailed specifications containing Instructions and Bid Forms may be obtained from Charles Spencer in the Procurement Division, 400 NW 73 Avenue, Plantation or through the Plantation website of www.Plantation.org. The bid may also be obtained from the web link <http://ftp.plantation.org> or www.Demandstar.com website. All questions may be addressed in writing to the [Central WTP Injection Well MIT], 400 NW 73rd Avenue, Plantation Florida 33317. [Charles Spencer] can be reached at [954-797-2746], Monday through Friday, 8AM to 4PM, Email: [espenser@plantation.org].

- [X] Proposals must be sealed and the INVITATION TO BID number and proposal title must be plainly marked on the outside of the envelope. *(check if necessary)*
- [X] Proposal Security: All Proposals shall include a surety bond in the form set forth in paragraph 6.4 (**and on the Bid Bond Form provided**) of the Instructions to Respondents. The Penal Sum of the surety bond shall be (5%) of the total proposal. *(check if necessary)*

As a further condition precedent for consideration of any bid, such Bid must strictly comply with the Instructions to Bidder as issued by the City. The City reserves the right in its sole discretion to reject any bid which does not strictly comply with said Instructions to Bidder and further reserves the right to accept or reject any bid as set forth in said instructions.

Instructions to Bidders

Invitation to Bid #

1. Defined Terms:

Terms used in these Instructions to Bidders have the meanings assigned to them in the GENERAL CONDITIONS. The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

- 1.1 **Bidder:** One who submits a Bid directly to OWNER, as distinct from a sub-Bidder, who submits a bid to a Bidder.
- 1.2 **Successful Bidder:** When the City utilizes an INVITATION TO BID, the award shall be made to the responsible bidder who submitted the lowest bid, taking into consideration the evaluation factors and criteria set forth in the INVITATION TO BID.
- 1.3 **Contractor:** The Bidder with whom OWNER enters into a Contract for the Work.

2. Copies of Bidding Documents:

- 2.1 Complete sets of the Bid Documents for the fee stated in the "Notice to Bidders" may be obtained from the City of Plantation – Procurement Division, <http://ftp.plantation.org> or www.Demandstar.com.
- 2.2 Complete sets of Bid Documents shall be used in preparing Bids, neither OWNER nor the CITY REP that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.3 OWNER and CITY REP in making copies of Bid Documents available the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders:

No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to OWNER, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said OWNER, or who is deemed irresponsible or unreliable by OWNER. The City shall have no liability to any successful Bidder unless and until the City executes a contract with such successful Bidder.

OWNER shall also have the right, unless prohibited by law, to meet with one or more Bidder after bids are opened to ensure that all OWNER's expectations with respect to

performance can be met and that the requirements and scope of the Contract Work are clearly understood.

4. Examination of Bid Documents and Site:

- 4.1 Before submitting a Bid, each Bidder(s) must (a) examine the Bid Documents thoroughly; (b) visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) familiarize themselves with Federal, State, and local laws, ordinances, Florida Building Code or other applicable construction codes, rules and regulations affecting the performance, cost, progress, or furnishing of the Work; (d) study and carefully correlate their observations with the requirements of Contract Documents, and (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.
- 4.2 Bidders should also note any references made to the Specifications for identification of those surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance, cost, progress or furnishing of the Work which have been relied upon by CITY REP in preparing the Drawings and Specifications, if any. OWNER will make copies of such surveys and reports, which are not bound into these documents, available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Bid Documents.
- 4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Article 4 and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 4.4 Any information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and CITY REP by owners of such Underground Facilities or others, and neither OWNER nor CITY REP assumes responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in SUPPLEMENTARY CONDITIONS.
- 4.5 SUPPLEMENTARY CONDITIONS, if any, may identify for limited reliance by the contractor certain specified technical data. These (as well as other documents) should be reviewed.
- 4.6 Before submitting a Bid, each Bidder will, at its own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which

pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine their Bid price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

- 4.7 On request in advance, OWNER will provide each Bidder access to the site to conduct explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.8 The lands upon which the Work is to be performed, and the right-of-ways and easements for access thereto and other lands designated for use in performing the Work are identified in the Bid Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment or construction operations are to be provided by the CONTRACTOR.

5. Interpretations and Addenda:

All questions about the meaning or intent of the Bid Documents shall be submitted to CITY REP in writing, with a copy to OWNER. Interpretations or clarifications considered necessary by CITY REP in response to such questions will be issued by Addenda mailed or delivered to all parties and recorded by OWNER'S Purchasing Department as having received the Bid Document. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the option of the OWNER. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

6. Bid Security:

- 6.1 A bid bond [X] is [] is not required for this bid. The amount and type of Bid Security is stated in the "Notice to Bidders" where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department. The form of the bid security is set forth in paragraph 6.4

- 6.2 The Bid Security of the Successful Bidder will be retained until such successful Bidder and the OWNER have executed the Agreement and furnished the required insurance and Contract security [for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the later of a Notice of Award or demand to execute contract, unless such deadline is extended by the OWNER, the Bid Security of that Bidder will be forfeited.
- 6.3 The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until earlier of the seventh calendar day after the executed Agreement is delivered by OWNER to CONTRACTOR and the required Contract Security and insurance is furnished, or the ninety-first (91st) day after the Bid opening. Bid Security of other Bidders will be returned within twenty-one (21) calendar days of the Bid opening.
- 6.4 The Bid Bond or security shall contain the following language:
"Now, therefore, if the Owner shall accept the Bid of the Contractor and the Contractor shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the Owner, and furnish insurance coverages to Owner as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the Owner immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Owner may accept the Bid of the Contractor and said Surety does hereby waive notice of any such extension."

7. Contract Time:

The number of calendar days within which the Work is to be completed is specified in Article 3 of the Agreement. *[If this is a term contract, input the years of the term]*

8. Subcontractors, Suppliers and Others:

- 8.1 OWNER requires the identity of major Subcontractors working on the project and Suppliers of unique material or products to be submitted to OWNER in advance of the Notice of Award the apparent Successful Bidder. Any other Bidder requested by City in writing will, within seven (7) calendar days, submit to OWNER a list of all Subcontractors, Suppliers and other persons and organizations (including those who are to

furnish the principal items of material and equipment) proposed for portions of this Project. An experience statement shall accompany such list with pertinent information as to similar projects and other evidence of qualifications for each identified Subcontractor, Supplier, person and organization.

8.2 If OWNER or CITY REP after due investigation has reasonable objection any proposed Subcontractor, Supplier or other person or organization, may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder whose bid is determined to be the most advantageous to the City taking into consideration the evaluation factors and criteria set forth in the INVITATION TO BID or the code if none are provided in the INVITATION TO BID that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The Bidder declining to make requested substitutions would not constitute grounds for sacrificing the Bid Security of any Bidder.

8.3 No Bidder shall be required to employ any Subcontractor, other person or organization against whom Bidder has reasonable objection.

9. Bid Form:

9.1 The Bid Form is included with the Bid Documents; additional copies may be obtained from the Purchasing Division at the reproduction cost of \$.25 per page.

9.2 All blanks on the Bid Forms must be completed in ink or by typewriter and submitted in triplicate. The bid price of each item on the form must be stated in words and numerals: in case of conflict, words will take precedence. Whiteout of prices or words and numerals on Bid Form is not permitted.

9.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign). The corporate seal must be affixed and attested by the secretary or an assistant secretary or notarized by a licensed Notary together with a corporate Resolution authorizing the submittal of the bid. The corporate address and state of incorporation must be shown below the signature.

9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

- 9.5 All names must be typed or printed below the signature. The signer shall date all signatures.
- 9.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 9.7 The address and telephone number for communications regarding the Bid must be shown.

10. SUBMISSION OF BIDS:

- 10.1 Bids shall be submitted before the time and at the place indicated in the Notice to Bidders and shall be submitted in a sealed package. The package shall be marked on the exterior with the Project title and, if applicable, the designated portion of the Project for which the Bid is submitted and with the name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "SEALED BID PACKAGE ENCLOSED" on the face thereof. Only bids stamped "RECEIVED" by the City Clerk's Office by the time and date stated in the Notice to Bidders shall be considered.
- 10.2 Bidders shall submit one separate unbound copy of the Bid Form, Bid Bond, Drug-Free Workplace Form, Public Record Compliance Certificate, Questionnaire, Non Collusive Affidavit, Public Entity Crimes Form and any other form herein with each copy of the Bid Documents purchased by the prospective Bidders.
- 10.3 More than one Bid received for the same work from an individual, firm or partnership, a Corporation or Association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidders is interested. If there are reasonable grounds for believing that collusion exists among the Bidder, the Bids of participants in such collusion will not be considered.

11. Modification and Withdrawal of Bids:

- 11.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 11.2 If within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a

material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Bid Documents.

12. Opening of Bids:

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

13. Bids to Remain Subject to Acceptance:

- 13.1 All bids MAY remain subject to acceptance for sixty (60) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return any Bid security prior to that date.
- 13.2 Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between OWNER, the Successful Bidder, and the surety, if any, for the Successful Bidder.

14. Award of Contract:

- 14.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities, incompleteness, or irregularities not involving price, time or material changes in the Work, and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced, incomplete, irregular, or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 14.2 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bidder and to establish the responsibility, reputation, work load, qualifications and financial ability of Bidder, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.
- 14.3 The OWNER shall not be obligated to any Bidder to enter into a contract with the Bidder despite the OWNER governing body prospectively awarding the contract to a successful Bidder. The OWNER shall be obligated to any Bidder for the project if and only if the OWNER enters

into a contract for the project with the Bidder, and further, no action will lie against the OWNER to compel OWNER to execute any such contract, or to recover from the OWNER any damages, costs, lost profits, expenses, etc., that Bidder may incur if the OWNER chooses not to sign such contract. By bidding on this project, all Bidders acknowledge and agree that no enforceable contractual relationship arises until the OWNER signs the contract, and that no action shall lie to require OWNER to sign such contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the OWNER not signing such contract.

14.4 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award.

14.5 Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages indicated for Substantial Completion for each day after the desired date appearing in Article 19 of this Document.

15. Contract Security:

When the Successful Bidder delivers the executed Agreement to OWNER, the required Public Construction Bond must accompany it. This bond shall be required for all Projects having an estimated construction cost of \$200,000 or greater or such lesser amount stated in any future amendment to Section 255.05, Florida Statutes. The Public Construction Bond shall also apply to smaller Projects when required by Bid Documents.

16. Signing of Agreement:

When OWNER gives a Notice of Award to the Successful Bidder, the OWNER will follow-up by forwarding at least three (3) unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter, unless extended by OWNER, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within fifteen (15) days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

17. Taxes:

The CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

18. Insurance Requirements:

All Bond and Insurance requirements are described in the GENERAL CONDITIONS and detailed in Tab 4 of this solicitation.

19. Liquidated Damages:

OWNER and CONTRACTOR recognize that time is of the essence as to Completion and that OWNER will suffer financial and other losses, if the Work is not completed within the time specified, plus extensions therefor allowed. OWNER and CONTRACTOR recognize the delays, expense and difficulties involved in proving in a legal 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 _____ per day (or \$500 per day if not filled in) for each day that expires after the time specified for Substantial Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work has obtained Substantial Completion, and _____ per day (or \$250 per day if not filled in) for each day that expires after the time specified for Final Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work reaches Final Completion.

20. Indemnity:

The Contract documents contain indemnification provisions, which are found in Paragraph 5.31 of the General Conditions, which indemnities are hereby incorporated by reference as if fully set forth herein.

21. Schedule of Values:

The proposed schedule of values shall be submitted with the proposal so that the City may review it in connection with a determination on whether the proposal is balanced. The City may adjust the schedule of values with Supplementary Conditions to the Contract.

22. Text of Proposed Contract Documents:

The Bidders shall review the text of the Contract Documents referred to or referenced herein. In the event Bidders have any objection to the terms of such documents, the objections shall be disclosed at the time the bid is submitted.

23. Fees Waiver Disclosure:

The OWNER shall not require the CONTRACTOR to pay any of the OWNER's permit fees, license fees, impact fees, or inspection fees or any of the other usual OWNER permits and fees that may be associated with a construction project. These fees will be waived or paid by the OWNER, if payment cannot be waived. Without limiting the foregoing, CONTRACTOR shall pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work except City of Plantation

permits and fees which shall be waived (except for so much of said City of Plantation fees as the OWNER is required to remit to other governmental agencies).

END OF DOCUMENT

[136]9001-14001

City Of Plantation

INSURANCE REQUIREMENTS

Statement

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "B" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

Insurance

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

Additional Insured

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors "**Your Work**" as defined in the insurance policy and liability arising out of the products & completed operations hazard.

City Of Plantation

Commercial General Liability

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **\$500,000** Each Occurrence, and **\$1,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **\$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

Business Automobile Liability

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers Compensation & Employers Liability

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

Umbrella Excess Liability

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

Professional Liability

If required by contract will be a minimum of **\$100,000**.

Waiver of Subrogation

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

City Of Plantation

Certificate(s) of Insurance

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty (30) days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

INSURANCE

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following examples of insurance.

Schedule

Limits

Commercial General Liability	\$1,000,000 Each Occurrence
Blanket Contractual Liability	\$1,000,000 Each Occurrence
Independent Contractors	Premises-Operations
Products & Completed Operations	Personal /Advertising Injury
Blanket Contractual Liability	Independent Contractors
Automobile Liability	
Any auto including Hired & Non-owned	\$1,000,000 Combined Single Limit
Broad Form Property Damage	\$1,000,000 Each Occurrence
Blanket X,C,U Hazards	If required (Included)
Workers' Compensation	Florida 440 Statutory Coverage
Employers Liability	\$1,000,000 Each Accident
Disease Policy Limit	\$1,000,000

City Of Plantation

Bonds:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

Other Insurance Provisions:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.
- B. The city reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential exposures.
- C. The city requires being named "Additional Insured" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City Of Plantation guidelines for contract work.

THE UNDERSIGNED CONTRACTOR HAS READ THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Nicholas Lee
WITNESS

1/23/17
DATE

[Signature] / ALL WEBBS
CONTRACTOR

CITY OF PLANTATION

EVALUATION CRITERIA ITB

In evaluating Bids, OWNER will consider the following criteria of the Respondents;

- a. The ability, capacity and skill of the respondent to perform under terms of the bid documents;
- b. Whether the bidder can perform the contract or provide the materials or services promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- d. The quality of performance of previous contracts and the providing of materials or services, or both;
- e. The previous and existing compliance by the bidder with the laws and ordinances relating to the contract, or providing of materials or services, or both;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the materials or services, or both;
- g. The quality, availability and adaptability of supplies, equipment, or contractual services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of conditions attached to the bid; and
- j. Prior litigation experience.

as may be requested in the Bid form or prior to the Notice of Award. OWNER will also consider any applicable ordinance or statutory criteria applicable to the Project.

The City will award the contract to the responsible and responsible bidder who submitted the lowest bid.

[61]9001-14001

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: ☐ ALL WEBBS ENTERPRISES INC

NAME: ☐ DAVID WEBB JR.

ADDRESS: ☐ 309 COMMERCE WAY
JUPITER FL 33458

TELEPHONE NO.: ☐ (561) 746-2079

FAX NO.: ☐ (561) 746-4199

EMAIL ADDRESS: ☐ ALLWEBBS@ALLWEBBS.COM

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: ☐ ALL WEBBS ENTERPRISES INC.

The address of the principal place of business is: ☐ 309 COMMERCE WAY
JUPITER, FL 33458

The business is a (Sole Proprietorship) ☐ (Partnership) ☐ (Corporation) ☒

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: ☐ AUGUST 11, 1983
- b. State of Incorporation: ☐ FLORIDA
- c. President's Name: ☐ DAVID WEBB SR.
- d. Vice President's Name: ☐ DAVID WEBB JR.
- e. Secretary's Name: ☐ DEBORAH WEBB
- f. Treasurer's Name: ☐
- g. Name and address of Resident Agent: ☐

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: ☒ AUG 11, 1983
- b. Name, address and ownership units of all partners:
☐
- c. State whether general or limited partnership: ☐

4. If Bidder is other than an individual, corporation or partnership, describe the organization and

give the name and address of principals:

☐ 309 COMMERCE WAY JUPITER FL 33458

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name: ☐ 33 YRS.

a. Under what other former names has your organization operated?

☐ WEBB'S WELL DRILLING

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

☐ 2040, 3973-1, CGC035886 (SEE ATTACHED)

8. Have you personally inspected the site(s) of the proposed work? (Y) ☒ (N) ☐

9. Do you have a complete set of documents, including agenda? (Y) ☒ (N) ☐

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

☐ NO

11. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

☐ NO

12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

☐ SEE LIST

13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

☐ SEE LIST

14. State of name of Surety Company, which will be providing the bonds if any bonds are required by the Instructions to Bidder, and name, and address of agent:

☐ JOHNSON & COMPANY - 801 N. ORANGE AVE SUITE 510
JOANN BEBOUT ORLANDO FL 32801

15. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.

☐ SEE LIST

16. Provide a list of work currently under contract.

[] SEE LIST

17. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

[]

18. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

[]

19. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

[] NO

20. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

[] NO

21. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

[] SEE ATTACHED

22. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

[]

23. Please attach a copy of your latest financial statement.

AVAILABLE UPON REQUEST

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.


Signature

State of FLORIDA

County of PALM BEACH

The foregoing instrument was acknowledged before me this 29TH day of DEC., 2016
by _____, who is personally known to me or who has produced _____
as identification and who did (did not) take an oath.

WITNESS my hand and official seal,

NOTARY PUBLIC



(NAME of Notary Public: Print,
Stamp or Type as Commissioned)

Nicholas Lee

[97]9001-14001

Exhibit A
To Qualification Statement

LITIGATION HISTORY FORM

[ITB-049-16]

NAME OF RESPONDENT:

Party:	Respondent is <u>Plaintiff</u> : Yes [] No [] Defendant: Yes [] No []
Case Name:	
Case Number:	
Date Filed:	
Name of Court or other Tribunal	
Type of Case:	Civil [] Administrative/Regulatory [] Criminal [] Bankruptcy []
Claim or Cause of Action and Brief Description of each Count:	
Brief description of the Subject Matter and Project Involved:	
Disposition of Case:	Pending [] Settled [] Dismissed [] Judgment Respondent's Favor [] Judgment Against Respondent [] If Judgment Against, is Judgment Satisfied? Yes [] No []
(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	
Opposing Counsel:	Name: Email: Phone Number:

[101]9001-14001

COMPLIANCE UNDER SECTION 119.0701

FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH BID

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-797-2237, sslattery@plantation.org, 400 NW 73rd Avenue Plantation, FL 33317

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

Contractor: ALL WEBBS ENTERPRISES INC.

By (sign): *David Webb Jr*

Print Name: DAVID WEBB JR

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared DAVID WEBB JR, known to be the persons described in or who has produced DL W 100-179-78-126-0 as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 29TH day of DECEMBER, 2016.

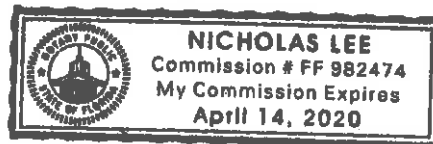
Notary Public, State of FLORIDA

Sign: *Nicholas Lee*

Print: NICHOLAS LEE

My Commission Expires: APRIL 14, 2020

[29]9001-14001



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 the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that 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, proposal, or reply 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 the 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 action 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 convictions of, or plea of guilty or nolo contendere to, any violations 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 the above measures.

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


Signature

DAVID WEBB JR
Printed Name

ALL WEBBS ENTERPRISES INC
Company Name

12/29/16
Date

[27]9001-14001

CITY OF PLANTATION

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for [].

CENTRAL WTP INJECTION

WELL MIT

ITB NO. 049-16

2. This sworn statement is submitted by [] (entity submitting sworn statement), whose business address is [] and its Federal Employer Identification Number (FEIN) is []. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: []).

ALL WEBBS ENTERPRISES INC.

59-2418764

309 COMMERCIAL
JAY
JUPITER FL 33458

DAVID WEBB JR

59-2418764

3. My name is [] (please print name of individual signing), and my relationship to the entity named above is [].

VICE PRESIDENT

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

☒
(Signature)

David Webb Jr

☒
(Date)

12/29/16

STATE OF FLORIDA

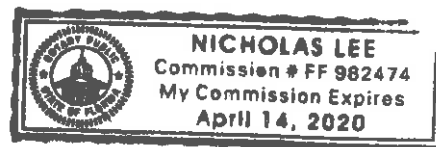
COUNTY OF BROWARD COUNTY

PERSONALLY APPEARED BEFORE ME, the undersigned authority, DAVID WEBB JR, who, after first being sworn by me, affixed his/her signature in the space provided above on this 29TH day of DECEMBER, 2016.

Nicholas Lee
(Notary Public)

My Commission Expires: APRIL 14, 2020 (seal)

[28]9001-14001



NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the Bidder certifies that this bid is made independently and free from collusion.

Bidder shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer or director or, or has a material interest in, the Bidder's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Bidder, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the Bidder does not indicate any names, the City shall interpret this to mean that the Bidder has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:

NICHOLAS LEE
Typed name:

DW
Typed name:

Bidder

By: ALL WEBBS ENTERPRISES INC.

Name: DAVID WEBB JR.

Title: (V.P.)



STATE OF FLORIDA,
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared DAVID WEBB JR
_____, known to be the persons described in or who has produced
_____ as identification and who executed the foregoing instrument and
acknowledged before me that they executed the same for the purposes therein expressed.

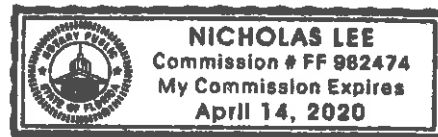
WITNESS my hand and official seal in the County and State last aforesaid this 29TH
day of DECEMBER, 2016.

Notary Public, State of FLORIDA

Sign: Nicholas Lee

Print: NICHOLAS LEE

My Commission Expires: APRIL 14, 2020



RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A PARTNERSHIP

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

Printed Name of Partnership

By:

Signature of General or Managing Partner

Witness

Printed Name of Partner

Witness

Business Address

City/State/Zip

Business Phone Number

State of Registration



State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A CORPORATION

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this 12TH
day of JAN, 2017.

ALL WEBBS ENTERPRISES INC.

Printed Name of Corporation

FLORIDA

Printed State of Incorporation

By:

David Webb Jr

Signature of President or other authorized officer

DAVID WEBB JR

Printed Name of President or other authorized officer

309 COMMERCE WAY

Address of Corporation

JUPITER, FL 33458

City/State/Zip

(561) 746-2079

Business Phone Number

(CORPORATE SEAL)

ATTEST

By: Deborah Webb (sec)
Secretary

State of FLORIDA
County of PALM BEACH

The foregoing instrument was acknowledged before me this 23 day of JAN,
2017, by DAVID WEBB JR (Name), V.P (Title) of
ALL WEBBS ENTERPRISES (Name of Company) on behalf of the
corporation, who is personally known to me or who has produced _____ as
identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Nicholas Lee
NOTARY PUBLIC



(Name of Notary Public: Print, Stamp,
or type as Commissioned)



RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

Printed Name of Firm

By:

Signature of Owner

Printed Name of Individual

Business Address

City/State/Zip

Business Phone Number

Witness

Witness

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed construction site located at the Central Water Treatment Plant, 900 NW 91st Ave, Plantation Florida 33324 and hereby have accepted the existing site conditions.

<u>NICHOLAS LEE</u>	<u>ALL WEBBS</u>	<u>1/18/17</u>
Authorized Representative	Company	Date

Failure to attest to the above may be grounds for rejection of proposal.

[50]9001-14001

TO BE RETURNED WITH BID

Cooperation with the Broward County Office of Inspector General

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:

David Webb Sr.
Name: DAVID WEBB SR.

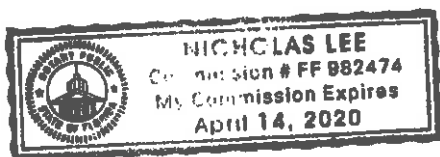
Nicholas Lee
Name: NICHOLAS LEE

By: [Signature]
Name: David Webb Sr.
Title: VP

STATE OF FLORIDA,
COUNTY OF PALM BEACH,

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared DAVID WEBB JR, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of JAN, 2017.



Notary Public, State of FLORIDA

Sign: Nicholas Lee

Print: NICHOLAS LEE

My Commission Expires: APR 14, 2020

[64]9001-14001

Local Business Certification Form

The undersigned affirms as true, under penalties of perjury, as follows:

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of City of Plantation Ordinance Number 2437, § 1 which codified Section 2-227 of the City Code.

Pursuant to Section 255.0991, for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of this competitive solicitation, Section 2-227 of the City Code **shall not** apply.

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such business is a Local Business as defined by the Code.

The undersigned claims qualification in the event that the Local Business Preference applies to this procurement and the business is determined to be a Qualified Local Business as defined by the Code.

Dated: _____

Signed: _____

Printed Name of Signor: _____

Title of Signor: _____

Name of Firm: _____

Sec. 2-227. - Local business preference.

(a)

Definitions. For purposes of this section, the following terms shall have the respective meanings as set forth in this subsection:

Business location means a permanent office or other use of property in which a vendor operates, conducts, engages in or carries on all or a portion of its business, provided that the mere use of a post office box shall not be sufficient to constitute a business location under this provision.

Local business means a vendor or contractor who has paid its local business tax to the City of Plantation at least six (6) months prior to bid or proposal opening date; does business in the city community by providing goods, services, or construction; and maintains a physical business address located within the jurisdictional limits of the city in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis. Post office boxes shall not be used for the purpose of establishing said physical address.

Qualified local business means a local business that satisfies the requirements under the bid or proposal guidelines to perform the services or goods requested.

Vendor means a sole proprietorship, partnership, corporation, limited partnership or limited liability corporation or other recognized business entity that offers to contract with the city for either goods or services.

(b)

Procedure; notice of option to match lowest response. The city shall give a preference to a qualified local business that responds to competitive procurement in the following manner:

(1)

If a qualified local business submits a response to one (1) of the city's competitive procurement processes set forth in section 2-220(b) (requests for sealed proposals) (but only where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will be available), (d) (requests for competitive proposals), 2-220(e) (sealed bids in response to an invitation to bid), and 2-220(f) (design build projects which are procured using a competitive proposal process), or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in section 2-226(b) and as may be increased or decreased by authorized adjustments, and the original response of the qualified local business is within five (5) percent of the low response, then the city shall give the qualified local business the opportunity to meet the price of the low response. The order of preference by which the qualified local business shall be given the opportunity to match the low response shall be from the lowest to the highest response, as long as the initial response was within five (5) percent of the low response.

(2)

The city shall give the qualified local business written notice of the opportunity to match the price of the low response within five (5) business days of determining the low response. There shall only be one (1) valid notice of an opportunity to match the price of the low response outstanding at any one (1) point in time. Notice shall be deemed received by the qualified local business by mailing or otherwise transmitting the notice to the address, email, facsimile or otherwise that was supplied by the qualified local business at the time of responding.

(3)

The qualified local business to whom a written notice has been mailed or otherwise transmitted must respond to the city in writing. If the qualified local business fails to file a response to the notice with the city within two (2) days of the posting or transmission of the notification of the

option to match the low response, then the failure to respond shall be deemed to be a denial of the opportunity to match the low response. Should the qualified local business choose to meet the price of the low response, then the city shall award the contract to the qualified local business. If no qualified local business accepts the option to match the low response, then the contract shall be offered to the lowest responder.

(c)

Disclosure. The requirements of the city's local policy shall be disclosed in all the city's competitive procurement processes to which this preference applies or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in section 2-226(b) and as may be increased or decreased by authorized adjustments.

(d)

Exceptions. The procurement preference set forth in this section shall not apply to any of the following purchases or contracts:

(1)

Goods or services provided under a cooperative purchasing agreement or interlocal agreement;

(2)

Purchases or contracts which are funded, in whole or in part, by a governmental entity where the laws, regulations, or policies governing such funding prohibit or prevent the application of the preference;

(3)

Purchases made or contracts let under emergency or noncompetitive situations;

(4)

Purchases with an estimated cost of less than the amount stipulated for informal bids, as referenced and indexed in section 2-226(b) (which is currently three thousand five hundred sixty-nine dollars (\$3,569.00)) and as may be increased or decreased by authorized adjustments;

(5)

Purchases or contracts procured utilizing procurement processes set forth in section 2-220(b) (requests for sealed proposals) (except where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will apply) (c), (requests for qualifications), and (g) (design build projects and professional services contracts which are competitively procured using a qualifications based procurement process); and,

(6)

Notwithstanding the above, any purchase using any of the available procurement processes in this Code wherein the procurement documents expressly indicate that the local business preference set forth in this section shall not be available.

(e)

The application of local preference to a particular purchase, contract, or category of contracts for which the city council is the awarding authority may be waived upon written justification and recommendation by the mayor and approval of the city council.

(f)

The preference established in this section does not prohibit the right of the city council or the mayor to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.

(g)

The response preference established in this section does not prohibit the city council, or mayor, from giving any other preference permitted by law in addition to the preference authorized in this section.

(Ord. No. 2437, § 1, 2-10-2010)

[96]9001-14001

**Bid Form
CITY OF PLANTATION**

Bid of Bidder

Address

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

PROJECT NAME: [Central WTP Injection Well MIT]
ITB No. 049-16
City of Plantation

TO: City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

The Undersigned Bidder proposes and agrees if this bid is accepted, to enter an agreement with the OWNER to complete 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 Contract Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This bid will remain open for thirty days after the day of Bid Opening. Bidder will sign the agreement and submit the contract security and other documents required by the Contract Documents within 15 days after the date of Owner's Notice to Award.

In submitting this bid, Bidder represents as more fully set forth in the Agreement, that:

- A. Bidder has examined copies of all the Contract Documents and of the following Addenda:
(if any addenda have been issued)

DATE:

12/22/16

ADDENDA NUMBER:

1

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

- B. Bidder has examined the site and locality where the work is to be performed, the legal requirements Federal, State and Local Laws, Ordinances, Rules and Regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

- C. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization 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 a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
- D. BIDDER shall complete the Work for the following price. It is the OWNER'S intent to award a contract based upon the total base bid amount.

TOTAL BASE BID AMOUNT:

Dollars

\$ Forty Three Thousand Seven Hundred Dollars AND NO CENTS

Bidder agrees that the Work will be completed within the time identified in the Agreement after the date when the Contract time commences to run as provided in Paragraph 2.3 of the General Conditions (Notice to Proceed).

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

Communications concerning this Bid shall be addressed to the address of Respondent indicated below.

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The undersigned also agrees as follows:

First: to do any extra work not covered by the foregoing Schedule of Price which may be ordered by the OWNER, and to accept as full compensation therefore, such prices may be agreed upon in writing by the OWNER and the BIDDER pursuant to the applicable provisions of the General Conditions.

Second: Within fifteen days from the "Notice of Award", of this bid, to execute the Contract and to furnish to the OWNER a satisfactory Performance Bond in the approved City form, guaranteeing the faithful performance of the Work and payment of bills, the BIDDER to pay for said bond.

Third: To begin work on the date specified in the "Notice to Proceed". Accompanying this bid is a certified check, cashier's check or Bid Bond for 5% of Bid payable to the City of Plantation which is to be forfeited if, in the event that this Bid is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or Bid Bond is to be returned as provided herein.

SUBMITTED ON 24, 20 17 January

SIGNATURE OF BIDDER:



TITLE (if any):

Vice President

ADDRESS:

ALLIED BUSINESS ENTERPRISES, INC.
303 COMMERCE WAY
JUPITER, FL 33458

Incorporated under the laws of the State of Florida.

[46]9001-14001

AGREEMENT

This Agreement is dated as of the [____] day of [____], in the year 201[____], by and between:

CITY OF PLANTATION, FLORIDA
a municipal corporation
400 NW 73rd Ave
Plantation, Florida 33317
(hereinafter referred to as City)

AND

[Enter Contractor Name]
[Enter Contractor Address]
[Enter City, State and Zip]
(Hereinafter referred to as Contractor)

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

Article 1 – WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Contract documents for the project entitled:

City of Plantation
[Central WTP Injection Well MIT]
[ITB No. 049-16]

and generally described as follows but not limited to: [performance of injection well mechanical integrity testing] as further defined in the Specification/Scope of Services

Article 2 – ENGINEER

The OWNER has engaged [Hazen and Sawyer] who is hereafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contracts Documents in connection with completion of the work in accordance with the Contract Documents. [Enter "N/A" if this section does no pertain to the contract documents]

BID BOND

Bond No. n/a

CONTRACTOR:

Name All Webbs Enterprises, Inc.
Legal status 309 Commerce Way
Address Jupiter, Florida 33458

SURETY:

Name Berkley Insurance Company
Legal status 412 Mount Kemble Ave, Ste 310N
Principal place of business Morristown, NJ 07960

OWNER:

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: \$ 5% of the Bid Amount ----- Five Per Cent of the Amount of the Bid

PROJECT: Central WTP Injection Well MIT, Bid# 049-16
Name, location or address, and Project number, if any Plantation, Florida

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the Owner shall accept the Bid of the Contractor and the Contractor shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the Owner, and furnish insurance coverages to Owner as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the Owner immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Owner may accept the Bid of the Contractor and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Contractor's allegation that its entering into the contract was prevented or frustrated by the Owner, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: January 24 , 2017.

All Webbs Enterprises, Inc.
(Name of Contractor)

By: 

Berkley Insurance Company
(Name of Surety)

By: 

Joseph D. Johnson, Jr., Attorney-in-Fact
Florida Resident Agent

[156]09001-14001

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Joseph D. Johnson, Jr.; Brett A. Ragland; Francis T. O'Reardon; Joseph D. Johnson, III; JoAnn H. Bebout; Diedre A. Sullivan; John Scott Harris; or Kanani H. Cordero of Joseph D. Johnson & Company of Orlando, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27th day of April, 2016.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Senior Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 27th day of April, 2016, by *Ira S. Lederman* and *Jeffrey M. Hafter* who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 24th day of January, 2017.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please verify the authenticity of the instrument attached to this Power
by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond
attached to this Power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the
principal on the bond. Where a claim is being asserted, please set forth generally
the basis of the claim. In the case of a payment or performance bond, please also
identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that
underwrites surety business on behalf of Berkley Insurance Company, Berkley
Regional Insurance Company and Carolina Casualty Insurance Company.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we All Webbs Enterprises, Inc.
(Here insert full name and address or legal title of Contractor)
309 Commerce Way, Jupiter, Florida 33458
as Principal, hereinafter called the Principal, and Berkley Insurance Company
(Here insert full name and address or legal title of Surety)
412 Mount Kemble Ave., Suite 310N, Morristown, New Jersey 07960
a corporation duly organized under the laws of the State of Delaware
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Plantation
(Here insert full name and address or legal title of Owner)
400 NW 73rd Avenue, Plantation, Florida 33317
as Obligee, hereinafter called the Obligee, in the sum of Five Per Cent of Bid Amount
Dollars (\$ 5% of Bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

Central WTP Injection Well MIT

Bid# 049-16

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of January 2017.

Nicholas Lee
(Witness)

All Webbs Enterprises, Inc.
(Principal) (Seal)
[Signature]
(Title)

Joann H. Behant
(Witness)

Berkley Insurance Company
(Surety) (Seal)
[Signature]
(Title)
Joseph D. Johnson, Jr., Attorney-in-Fact
Florida Resident Agent

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Joseph D. Johnson, Jr.; Brett A. Ragland; Francis T. O'Reardon; Joseph D. Johnson, III; JoAnn H. Bebout; Diedre A. Sullivan; John Scott Harris; or Kanani H. Cordero of Joseph D. Johnson & Company of Orlando, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27th day of April, 2016.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Senior Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 27th day of April, 2016, by *Ira S. Lederman* and *Jeffrey M. Hafter* who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 24th day of January, 2017.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please verify the authenticity of the instrument attached to this Power
by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond
attached to this Power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the
principal on the bond. Where a claim is being asserted, please set forth generally
the basis of the claim. In the case of a payment or performance bond, please also
identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that
underwrites surety business on behalf of Berkley Insurance Company, Berkley
Regional Insurance Company and Carolina Casualty Insurance Company.

Work Under Contract

Seacoast Water Utilities- Well F-5

Orange County Utilities- OM-5

Broward County- Wellhead Replacement

Town of Jupiter- Rehabilitation Program

Additional Details available upon request



**All Webb's Enterprises, Inc.
Mechanical Integrity Testing Equipment**

The following is a list of major equipment to be used for this project. All equipment is in excellent working order.

Equipment	Capacity
Crane	RT50
Frac Tank	21,000 Gallon
Steel Tanker	7,500 Gallon
High Pressure Pump	4000 psi, 4 gpm
High Flow Centrifugal Pump	1000 gpm, 85 psi
Hoses, fittings, hand tools	As needed
Logging unit	RTS, Temp, Gamma, Video Survey w/ Sideview, Riser, Packoff, Geiger and Dosimeters
Camera Unit	2003 Laval R-2000 Dual Cam with 360° Rotation, Instacam Video Printer, Video Titler and DVD Recorder, Hydraulic Winch with 5,000 Foot Cable
Backhoe	Caterpillar 430-D Wheel Drive
Light Plant	Amida
Pressure Gage	0-300 psi, 0.5 psi graduations w/cal cert 60 days
Flow meter	0-300 gpm, w/cal cert 1" 2" 3"
Tubing Trailer	3000' 2-3/8 Tubing
Packers	24" Packer & 24" Brush and Subs
Pressure washer	3500psi
Salt Kill Barrel	100 gal with fittings
Salt	10 super sacks of salt
Job boxes	Miscellaneous hand tools

AWE Jobsite Personnel

Main Office		561-7462079
Project Manager	David Webb Jr	561-718-5092
MIT Supervisor	Kenwin Lee	954-304-6394

GR	24.00							
				GR-GR#3 (GR#3_T) GR#3_TOP	9.33	1.69	50.00	
				TREJCT-A (RTS) EJECTOR 14.5' FROM TOOL BOTTOM	3.00	1.50	10.00	
GR#2	11.25			GR #2 -GR#2 (GR#2_M) GR#2_MIDDLE	3.58	1.69	25.00	
CCL	9.67			CCL-000 (000001) CASING COLLAR LOCATOR	0.83	1.69	5.00	
				TRDET-GR#1 (GR#1_B) GR#1_BOTTOM	8.67	1.69	50.00	
GR#1 TEMP	0.58 0.17			TEMP-11116Temp (11116HT) RTS_TEMP	0.58	1.69	5.00	

Dataset: rts.db: field/well/run1/pass1
 Total Length: 26.00 ft
 Total Weight: 145.00 lb
 O.D. 1.69 in

**STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE**

Issued to

David W. Webb

License-No. 2040 Expires 7/31/2017



DISTRICT CERTIFICATION OFFICER



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

**309 COMMERCE WAY
 JUPITER, FL 33458-5527**

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0139 CW WATER WELL CONTRACTOR	WEBB DAVID	CGC035886	B16.484346 - 07/20/16	\$185.85	B40147575

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2016/2017 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 198233235
 EXPIRES: SEPTEMBER 30, 2017**

ALL WEBBS ENTERPRISES INC
 ALL WEBBS ENTERPRISES INC
 309 COMMERCE WAY
 JUPITER, FL 33458-5527

B2 - 260



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

**309 COMMERCE WAY
 JUPITER, FL 33458-5527**

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0099 WATER WELL CONTRACTOR	WEBB DAVID	CGC035886	B16.484347 - 07/20/16	\$27.50	B40147574

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2016/2017 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 198233238
 EXPIRES: SEPTEMBER 30, 2017**

ALL WEBBS ENTERPRISES INC
 ALL WEBBS ENTERPRISES INC
 309 COMMERCE WAY
 JUPITER, FL 33458-5527

B3 - 260



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER
CGC035886

The GENERAL CONTRACTOR
 Named below IS CERTIFIED
 Under the provisions of Chapter 489 FS.
 Expiration date: AUG 31, 2016



HAGGERTY, EUGENE
 ALL WEBBS ENTERPRISES INC
 7980 SOUTHEAST RIVER LANE
 STUART FL 34997



ISSUED: 06/09/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406090000937

STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF RADIATION CONTROL

RADIOACTIVE MATERIALS LICENSE

Pursuant to Chapter 404, Florida Statutes, and Chapter 64E-5, Florida Administrative Code (F.A.C.), and in reliance on statements and representations heretofore made by the licensee designated below, a license is hereby issued authorizing such licensee to receive, acquire, possess and transfer the radioactive material(s) designated below and to use such radioactive material(s) for the purpose(s) and at the place(s) designated below. This license is subject to all applicable rules, regulations and orders of the state of Florida, Department of Health now or hereafter in effect and to any conditions specified below.

Licensee

1. Name: **ALL WEBBS ENTERPRISES, INC.**

3. License Number: **3973-1**

is hereby renewed in its entirety with reference to application and attestation both dated July 5, 2012, and correspondence dated July 11, 2012.

2. Address: **309 Commerce Way
Jupiter, FL 33458**

4. Expiration Date: **8/31/2017**

5. Category: **3I(1)**

6. Radioactive Material
(element and mass number)

7. Chemical And/Or Physical Form

8. Maximum Quantity Licensee
May Possess At Any One Time

A. Iodine 131

A. Solution

A. 50 millicuries

9. Authorized Use

A. To be used in Probe Technology Services, Inc., Part Numbers 050-FO303-0000-R1 and 050-FO304-0000-R2, 1 11/16" motorized Ejector Tools for the performance of subsurface tracer studies.

CONDITIONS

10. A. The authorized place of use shall be temporary job sites of the licensee throughout the state of Florida. This condition does not prohibit use in other agreement states and states under the jurisdiction of the U.S. Nuclear Regulatory Commission (NRC) under reciprocity which has been approved by the NRC or an agreement state.
- B. The authorized place of storage is the licensee's facility located at 509 Commerce Way, Jupiter, Florida, 33458, and at temporary job sites.

License Number: 3973-1
Amendment No.: 2
Control Number: 20120712-1171

LICENSEE COPY

Page 1 of 3 Page(s)

Category: [3I(1)]

Expiration Date: 8/31/2017

STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF RADIATION CONTROL

11. Failure to comply with the provisions of this license is a felony of the third degree pursuant to section 404.161, Florida Statutes. Also, violations may warrant an administrative fine of up to \$1,000.00 per violation per day, pursuant to section 404.162, Florida Statutes.
12.
 - A. Licensed materials shall be used by, or under the supervision and in the physical presence of, David Webb, Jr. and Kenwin Lee.
 - B. The radiation safety officer is David Webb, Jr.
13. The licensee shall comply with the provisions of Chapter 64E-5, F.A.C., Part IX, "Notices, Instructions and Reports to Workers; Inspections" and Part III, "Standards for Protection Against Radiation."
14. The licensee shall not transfer possession or control of radioactive material, or products containing radioactive material as a contaminant except:
 - A. By transfer to a specifically licensed recipient; or
 - B. As provided otherwise by specific provision of this license pursuant to the requirements of Chapter 64E-5, F.A.C.
15. Radioactive material transported on public thoroughfares shall be packaged, prepared for shipment and transported in accordance with Title 49, Code of Federal Regulations and Chapter 64E-5, F.A.C.
16. Each source holder or logging tool containing radioactive material shall bear a durable, legible and clearly visible marking or label bearing the conventional radiation symbol and the following warning: DANGER (or CAUTION) - RADIOACTIVE.
17. Individuals involved in operations which utilize, at any one time or over a 3 month period, radioiodine in an unsealed form that exceeds activities specified in table 1 shall have bioassays performed at the frequency specified in 64E-5.1320(1), F.A.C. Records of the bioassays shall be maintained for inspection by the department for 3 years.

License Number: 3973-1
Amendment No.: 2
Control Number: 20120712-1171

LICENSEE COPY

Page 2 of 3 Page(s)

Category: [3I(1)]

Expiration Date: 8/31/2017

STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF RADIATION CONTROL

18. A. Except as specifically provided otherwise by this license, the licensee shall possess and use licensed material described in Items 6, 7, 8 and 9 of this license in accordance with statements, representations and procedures contained in the licensee's application dated and attestation both dated July 5, 2012, signed by David W. Webb, RSO.
- B. The licensee shall comply with all applicable requirements of Chapter 64E-5, Florida Administrative Code, and these regulations shall supersede the licensee's statements in applications or correspondence, unless the statements are more restrictive than the regulations.
- C. For the purpose of these rules "Total effective dose equivalent (TEDE)" means the sum of the effective dose equivalent for external exposures and the committed effective dose equivalent for internal exposures and when the external exposure for compliance with subsection 64E-5.308(3) is determined by measurement with an external personal monitoring device, the deep-dose equivalent must be used in place of the effective dose equivalent, unless the effective dose equivalent is determined by a dosimetry method approved by the department.

For the Bureau of Radiation Control:

Issuance Date: AUG 02 2012


Joy Stephenson
Environmental Specialist
4052 Bald Cypress Way – Bin C21
Tallahassee, FL 32399-1741
(850) 245-4545

A party whose substantial interest is affected by this order may petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. Such proceedings are governed by Rule 28-106, Florida Administrative Code. A petition for administrative hearing must be in writing and must be received by the Agency Clerk for the Department, within twenty-one (21) days from the receipt of this order. The address of the Agency Clerk is: Agency Clerk, 4052 Bald Cypress Way, BIN # A02, Tallahassee, Florida 32399-1703. The Agency Clerk's facsimile number is 850-410-1448. A copy of the petition should also be sent to: Bureau Chief, Bureau of Radiation Control, 4052 Bald Cypress Way, BIN # C21, Tallahassee, FL 32399-1741. The Bureau Chief's facsimile number is 850-487-0435. Mediation is not available as an alternative remedy. Your failure to submit a petition for hearing within 21 days from receipt of this order will constitute a waiver of your right to an administrative hearing, and this order shall become a "final order." Should this order become a final order, a party who is adversely affected by it is entitled to judicial review pursuant to Section 120.68, Florida Statutes. Review proceedings are governed by the Florida Rules of Appellate Procedure. Such proceedings may be commenced by filing one copy of a Notice of Appeal with the Agency Clerk of the Department of Health and a second copy, accompanied by the filing fees required by law, with the Court of Appeal in the appropriate District Court. The notice must be filed within 30 days of rendition of the final order.

License Number: 3973-1
Amendment No.: 2
Control Number: 20120712-1171

LICENSEE COPY

Page 3 of 3 Page(s)

Category: [31(1)]

Expiration Date: 8/31/2017

Palm Beach County
Office of Small Business Assistance
Certifies That
All Webbs Enterprises, Inc.
Vendor # VC0000125561

***is a Small Business Enterprise as prescribed by section 2-80.21 - 2-80.35 of the Palm
Beach County Code for a three year period from
June 9, 2016 to June 8, 2019***

The following Services and/or Products are covered under this certification:

**Well Services (Including Oil, Gas, and Water):
Drilling, Plugging, Consulting, Maintenance, Repair, Etc.**

Palm Beach County Board of County Commissioners



Mary Lou Berger, Mayor
Hal R. Valeche, Vice Mayor
Paulette Burdick
Shelley Vana
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor

County Administrator
Verdenia Baker


Allen F. Gray, Manager

06/13/2016

State of Florida

Department of State

I certify from the records of this office that ALL WEBBS ENTERPRISES, INC. is a corporation organized under the laws of the State of Florida, filed on August 11, 1983.

The document number of this corporation is G53896.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on March 19, 2015,, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Nineteenth day of March, 2015*



Ken Reifner
Secretary of State

Tracking Number: CC1539444390

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



PROJECT EXPERIENCE MECHANICAL INTEGRITY TESTING

Key
 IW - Injection Well
 MW - Monitoring Well
 PW - Floridan Production Well
 ASR - Aquifer Storage & Recovery
 IND - Industrial Well
 MR - Maintenance & Rehabilitation
 RTS - Radioactive Tracer Survey
 MIT - Mechanical Integrity Testing

Below are references for projects awarded to and implemented by All Webbs Enterprises, Inc.

PROJECT ID NO.	CLIENT /ADDRESS/ CONTACT	CONSULTANT	PROJECT TITLE AND DESCRIPTION (SEE KEY ABOVE)	APPROXIMATE VALUE	% COMPLETE AS OF 3/01/2016	START DATE	END DATE
1	City Of Plantation 6500 NW 11 PL. Plantation, FL 33373 (954) 797-2647 espencer@plantation.org	Hazen and Sawyer	Regional WWTP Inject Well MIT	\$ 68,900.00	100%	Mar-16	Mar-16
2	Okeechobee Landfill, Inc. 10800 NE 128th Avenue Okeechobee, FL 34972 Tony Bishop		QLIMIT2014 2014 IW-1 MIT	\$ 27,500.00	100%	Apr-14	May-14
3	URS Corporation 7800 Congress Avenue Suite 200 Boca Raton, FL 33487 David Hayman (561) 994-6500 david.hayman@urs.com		SWAIW1-MIT	\$ 26,000.00	100%	Feb-14	Apr-14
4	Progressive Water Resources 5589 Marquesas Circle Suite 202 Sarasota, FL 34233 Amy Roberts (941) 552-5657		Venice Gardens (DIW) #2	\$ 18,500.00	100%	Jan-14	Apr-14
5	Key Largo Wastewater Treatment 98880 Overseas Highway PO Box 491 Key Largo, FL 33037 (305) 451-4019		Key Largo IW MIT 98880 Overseas Highway Key Largo, FL 33037	\$ 38,450.00	100%	Nov-13	Feb-14
6	City of Port St. Lucie 121 SW Port St. Lucie Blvd Port St. Lucie, FL 34984 Doreen Foss (772) 344-4293		PSL MITS MIT Glades & Northport IW-1	\$ 27,310.00	100%	Nov-13	Dec-13
7	Palm Beach County Water Utilities Department 8100 Forest Hill Boulevard West Palm Beach, FL 33416 Diana Rivera, P.E. (561) 493-6117 Fax (561) 493-6113 pbcwater.com		PBCWUD 13 SROC & SRWRF IW MIT	\$ 229,978.00	100%	Nov-13	May-14
8	City of Hallandale Beach Finance Department 400 S. Federal Highway Hallandale Beach, FL 33009 Hal Elsasser		Hallandale MIT Water Treatment Plant 215 NW 6 Avenue Hallandale Beach, FL 33009	\$ 13,740.00	100%	Sep-13	Oct-13
9	Okeechobee Utility Authority 100 SW 5th Ave. Okeechobee, FL 34974-4221 Becky Barnhart (863) 763-9460 Fax (863) 467-4335 bbarnhart@ouafl.com		OUA MIT Deep Injection Well MIT	\$ 27,150.00	100%	Sep-13	Sep-13



PROJECT EXPERIENCE

MECHANICAL INTEGRITY TESTING

Key
 IW - Injection Well
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Below are references for projects awarded to and implemented by All Webbs Enterprises, Inc.

PROJECT ID NO.	CLIENT /ADDRESS/ CONTACT	CONSULTANT	PROJECT TITLE AND DESCRIPTION (SEE KEY ABOVE)	APPROXIMATE VALUE	% COMPLETE AS OF 3/01/2016	START DATE	END DATE
10	Collier County Board of County Commissioners Accounts Payable P.O. Box 413016 Naples, FL 34101-3016 Ronald Dillard (239) 252-5338		SCWRF MIT	\$ 25,450.00	100%	Aug-13	Sep-13
11	East Port Reclamation Charlotte County Utilities 3100 Loveland Blvd Port Charlotte, FL 33980 Denise Caruthers (561) 764-4505		Burnt Store Injection Well-2 East Port Reclamation Charlotte County Utilities 3100 Loveland Blvd Port Charlotte, FL 33980	\$ 26,800.00	100%	Jun-13	Jul-13
12	The Colinas Group, Inc. 2031 E. Edgewood Drive, Suite 5 Lakeland, Florida 33803 Jack Garbade, P.G. (863) 669-9141		Atlantic Brentwood MIT	\$ 27,000.00	100%	May-13	Jun-13
13	Palm Beach County Water Utilities Department 8100 Forest Hill Boulevard West Palm Beach, FL 33416 Diana Rivera, P.E. (561) 493-6117 Fax (561) 493-6113 pbcwater.com		Southern Region MIT SRPF MIT	\$ 30,000.00	100%	Apr-13	Oct-13
14	Intersil Corporation Accounts Payable 1650 Robert J Conlan Blvd. NE Palm Bay, FL 32905 Steven Browne		Palm Bay MIT	\$ 30,000.00	100%	Jan-13	Feb-13
15	URS Corporation 7800 Congress Avenue Suite 200 Boca Raton, FL 33487 David Hayman (561) 994-6500 david.hayman@urs.com		SWAIW2-MIT	\$ 20,900.00	100%	Jul-12	Aug-12
16	Wharton-Smith, Inc. 3547 Corporate Pkwy Palm City, FL 34990 Philip Mintzer (772) 283-2944		Deerfield Beach MIT City of Deerfield Bch West WTP 290 Goolsby Blvd Deerfield Beach, FL 33342	\$ 24,000.00	100%	Feb-12	May-12
17	City of Hallandale Beach Finance Department 400 S. Federal Highway Hallandale Beach, FL 33009 Hal Elsasser		Hallandale MIT Water Treatment Plant 215 NW 6 Avenue Hallandale Beach, FL 33009	\$ 28,000.00	100%	Apr-11	Jun-11
18	Palm Beach County Water Utilities Department 8100 Forest Hill Boulevard West Palm Beach, FL 33416 Diana Rivera, P.E. (561) 493-6117	Camp Dresser & McKee Inc. (CDM)	Lake Region Water Treatment Plant	\$ 17,520.00	100%	Mar-11	Apr-11



PROJECT EXPERIENCE MECHANICAL INTEGRITY TESTING

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PROJECT ID NO.	CLIENT /ADDRESS/ CONTACT	CONSULTANT	PROJECT TITLE AND DESCRIPTION (SEE KEY ABOVE)	APPROXIMATE VALUE	% COMPLETE AS OF 3/01/2016	START DATE	END DATE
19	Palm Beach County Water Utilities Department 8100 Forest Hill Boulevard West Palm Beach, FL 33416 Diana Rivera, P.E. (561) 493-6117		Project No. WUD 10-073 Southern region pumping facility.	\$ 57,580.00	100%	Dec-10	Feb-11
20	Intersil Corporation Accounts Payable 1650 Robert J Conlan Blvd. NE Palm Bay, FL 32905 Steven Browne		Palm Bay 2 MIT- 2010	\$ 42,800.00	100%	Dec-10	Jan-11
21	Wellington 14000 Greenbriar Blvd. Wellington, FL 33414 (561) 791-4055		Wellington MIT Water Treatment Plant 1100 Wellington Trace Wellington, FL 33414	\$ 21,510.00	100%	Oct-10	Nov-10
22	Jones Edmunds & Associates 730 NE Waldo Road Gainesville, FL 32641 Allen Biddlecomb (352) 377-5821 Fax (352) 377-3166		Rockledge MIT	\$ 30,700.00	100%	Aug-10	Oct-10
23	City of Fort Lauderdale Finance Department 100 N. Andrews Ave Ft. Lauderdale, FL 33301 Miguel Arroyo (954) 828-7806		Peele 402 Peel Dixie WTP 1500 South State Road 7 Ft Lauderdale, FL 33317	\$ 28,700.00	100%	Aug-10	Oct-10
24	City of Stuart 121 SW Flagler Avenue Stuart, FL 34994 David Peters		STMIT IW-1 & IW-2	\$ 62,000.00	100%	May-10	Aug-10
25	Seacoast Utilities Authority 4200 Hood Road PO Box 109602 Palm Beach Gardens, FL 33410 Bruce Gregg		Seacoast Utility Authority IW-1 MIT	\$ 31,000.00	100%	Mar-10	May-10
26	Progressive Water Resources 5589 Marquesas Circle Suite 202 Sarasota, FL 34233 Amy Roberts (941) 552-5657		Venice Gardens (DIW) #1	\$ 25,820.00	100%	Feb-10	Mar-10
27	Mechanical Integrity Testing Henry A. Gahn Water Treatment Plant Deep Injection Well Fort Pierce, FL 34948		Ft Pierce Utilities Authority Accounts Payable PO Box 3191 Fort Pierce, FL 34948-3191 David Mellert (772) 466-1600 Fax (772) 467-2504	\$ 15,750.00	100%	Jan-10	Jun-10
28	Pepsico Inc. Imaging Tech-PepsiCo FSS P.O. Box 660740 Dallas, TX 75266-0740 Kathy Fisher (941) 742-2311		Tropicana MIT	\$ 16,000.00	100%	Nov-09	Dec-09



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Below are references for projects awarded to and implemented by All Webbs Enterprises, Inc.

PROJECT ID NO.	CLIENT /ADDRESS/ CONTACT	CONSULTANT	PROJECT TITLE AND DESCRIPTION (SEE KEY ABOVE)	APPROXIMATE VALUE	% COMPLETE AS OF 3/01/2016	START DATE	END DATE
29	Perez Engineering & Dev., Inc. 1010 Kennedy Drive Suite 400 Key West, FL 33040 Allen E. Perez, P.E. (305) 293-9440 Fax (305) 296-0243 perezengineering@bellsouth.net		Key West MIT	\$ 62,000.00	100%	Nov-09	Jan-10
30	City of North Miami Beach Accounts Payable 17011 NE 19 Avenue North Miami Beach, FL 33162		NOW 22 Deep IW Well MIT Norwood-Oeffler WTP	\$ 16,000.00	100%	Oct-09	Nov-09
31	Charlotte County Purchasing Division 18500 Murdock Circle, Ste 344 Port Charlotte, FL 33948-1068 Beverly Corbett (941) 743-1378 Fax (941) 743-1384		CHCMIT Charlotte County IW-MIT	\$ 31,000.00	100%	Aug-09	Nov-09
32	City of Fort Lauderdale Finance Department 100 N. Andrews Ave Ft. Lauderdale, FL 33301 Miguel Arroyo (954) 828-7806		Peele Dixie MIT 1500 State Road 7 Ft. Lauderdale, FL 33317	\$ 21,750.00	100%	May-09	Jul-09
33	Intersil Corporation Accounts Payable 1650 Robert J Conlan Blvd. NE Palm Bay, FL 32905 Steven Browne		Palm Bay MIT	\$ 28,000.00	100%	May-09	Aug-09
34	Coral Springs Improvement Dist 10300 NW 11th Manor Coral Springs, FL 33071		CSIDMIT IW-1 & IW-2 10300 NW 11th Manor Coral Springs, FL 33071	\$ 80,459.00	100%	Apr-09	Sep-09
35	Solid Waste Authority 6329 Jog Road West Palm Beach, FL 33412 Bob Worobel (561) 697-8635	URS Corporation Southern 7800 Congress Avenue Boca Raton, FL 33487 Dale Wiley, P.E. (561) 542-1707	NCRRF Injection Well No. 1 Rehabilitation remove and replace injection well casing and packer assembly. Perform mechanical integrity testing with RTS and replace valve on wellhead.	\$ 1,163,000.00	100%	Oct-08	Feb-09
36	Miami Dade Water and Sewer Department 3071 SW 38 Avenue Miami, FL 33146 William Pitt, P.E. (305) 665-7471		MIT Project No. 8652-0/13 Clean and perform mechanical integrity testing of 21 injection wells with RTS. Video and clean 20 floridan aquifer monitor wells.	\$ 2,887,002.00	100%	Jul-08	Apr-09
37	Miami Dade Water & Sewer Dept 3071 SW 38th Avenue Miami, FL 33146 Lydia Manners (786) 552-8054		MDWASD MIT Program 3071 SW 38th Avenue Miami, FL 33146	\$ 2,887,002.00	100%	Jul-08	Sep-08
38	Boyle Engineering 3550 SW Corporate Pkwy. Palm City, FL 34990 Michael W. Bennett Fax (772) 286-3925		IW #1 - 31128.04 Beeline Comm. Devel. District Waste Water Treatment Facility	\$ 65,000.00	100%	Jun-08	Jul-08



PROJECT EXPERIENCE

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PROJECT ID NO.	CLIENT /ADDRESS/ CONTACT	CONSULTANT	PROJECT TITLE AND DESCRIPTION (SEE KEY ABOVE)	APPROXIMATE VALUE	% COMPLETE AS OF 3/01/2016	START DATE	END DATE
39	City of Port St. Lucie 900 SE Ogden Lane Port St. Lucie, FL 34983 Doreen Foss (772) 344-4293	McNabb Hydrogeologic Consulting, Inc. 601 Heritage Dr, Suite 110 Jupiter, FL 33458 David McNabb, P.G. (561) 891-0763	Southport WWTP Injection Well No. 1 Perform mechanical integrity testing of injection well with RTS.	\$ 60,000.00	100%	Mar-08	Mar-08
40	City of Port St. Lucie 121 SW Port St. Lucie Blvd Port St. Lucie, FL 34984 Doreen Foss (772) 344-4293		Westport Wastewater Treatment Plant IW-1	\$ 60,000.00	100%	Mar-08	Apr-08
41	City of West Palm Beach 1000 45th Street, Suite 15 West Palm Beach, FL 33407 Isaac Kovner, P.E. (561) 494-1040	Mathews Consulting, Inc 1475 Centrepark Blvd., Suite 250 West Palm Beach, FL 33401 Rene Mathews, P.E. (561) 478-7961	ECRWWTP 5 year MIT testing for 6 Deep Injection Wells Perform mechanical integrity testing of 6 injection wells with RTS.	\$ 329,925.00	100%	Feb-08	Apr-08
42	City of West Palm Beach 1000 45th Street, Suite 15 West Palm Beach, FL 33407 Isaac Kovner, P.E. (561) 494-1040		WPB08-29	\$ 329,925.00	100%	Jan-08	Jan-09
43	Solid Waste Authority 6329 Jog Road West Palm Beach, FL 33412 John Low (561) 697-8632	URS Corporation Southern 7800 Congress Avenue Boca Raton, FL 33487 Dale Wiley, P.E. (772) 219-2842	NCRWF IW No. 2 Rehabilitation 38616331 Remove and replace injection well casing and packer assembly. Perform mechanical integrity testing with RTS and replace valve on wellhead.	\$ 1,033,992.00	100%	Jul-07	Nov-07
44	City of Belle Glade Waste Water Treatment Plant 2055 W. Canal Street South Belle Glade FL, 33430		Belle Glade MIT IW-1	\$ 144,207.00	100%	Jun-05	Aug-05
45	City of Key West Perez Engineering & Development 1010 Kennedy Drive, Suite 400 Key West, FL 33040 Allen Perez, P.E. (305) 293-9440	Boyle Engineering Inc. 3550 SW Corporate Parkway Palm City, FL 34990 Michael Bennett, P.E. (772) 219-2842	Mechanical Integrity Testing of Deep Injection Well IW-1. Perform mechanical integrity testing of injection well with RTS.	\$ 62,500.00	100%	Nov-04	Dec-04
46	Miami Dade Water & Sewer Dept 3071 SW 38th Avenue Miami, FL 33146 Lydia Manners Phone (786) 552-8054		MDWSD MIT 21 Injection Wells	\$ 2,913,721.00	100%	Oct-04	Dec-05
47	Perez Engineering & Dev., Inc. 1010 Kennedy Drive Suite 400 Key West, FL 33040 Allen E. Perez, P.E. (305) 293-9440 Fax (305) 296-0243 perezengineering@bellsouth.net		Key West MIT	\$ 57,500.00	100%	Oct-04	Oct-05



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Below are references for projects awarded to and implemented by All Webb's Enterprises, Inc.

PROJECT ID NO.	CLIENT /ADDRESS/ CONTACT	CONSULTANT	PROJECT TITLE AND DESCRIPTION (SEE KEY ABOVE)	APPROXIMATE VALUE	% COMPLETE AS OF 3/01/2016	START DATE	END DATE
48	Miami Dade Water and Sewer Department 3071 SW 38 Avenue Miami FL, 33146 William Pitt, P.E. (305) 665-7471		MIT of Deep IW and Associated Services at Various Sites Project No. S-776 Clean and perform MIT of 21 injection wells with RTS. Video and clean 20 floridan aquifer MWs	\$ 1,971,481.00	100%	Jul-03	Jul-04
49	City of Port St. Lucie 121 SW Port St. Lucie Boulevard Port St. Lucie, FL 34984 Karen Rodgers (772) 871-5223	Tetra-Tech HAI, Inc. 201 East Pine Street, Suite 1000 Orlando, FL 32801 Douglas Durfresne, P.E. (407) 839-3955	Perform packer testing on 17-inch Florida Aquifer Well.	\$ 46,800.00	100%	Mar-03	Mar-03
50	City of North Miami Beach 17011 Northeast 19 Avenue North Miami Beach, FL 33160 Lynne Gribble (305) 948-2976	Tetra-Tech HAI, Inc. 201 East Pine Street, Suite 1000 Orlando, FL 32801 Douglas Durfresne, P.E. (407) 839-3955	Perform packer testing on 16-inch Floridan Aquifer Well (subcontracted through Jaffer and Associates, Inc.).	\$ 47,300.00	100%	Feb-03	Feb-03
51	Village of Royal Palm Beach 1050 Royal Palm Beach Blvd. Royal Palm Beach, FL 33411 (561) 791-7085	Camp, Dresser & McKee 800 Brockell Avenue, Suite 710 Miami, FL 33131 Stephanie Assedou, P.E. (305) 372-7171	Project No. 8170-35011-020 Perform MIT w/lt RTS on IW.	\$ 46,200.00	100%	Dec-02	Dec-02
52	Palm Beach County Water Utilities Department 8100 Forest Hill Boulevard West Palm Beach, FL 33416 Diana Rivera, P.E. (561) 493-6117 Fax (561) 493-6113 pbcwater.com		Lake Region MIT	\$ 17,520.00	100%	Mar-01	Apr-11
53	City of Belle Glade 110 SW Avenue E Belle Glade, FL 33430	Arcadis 2081 Vista Parkway West Palm Beach, FL 33411 (561) 697-7038	Project No. 991039 MIT & Casing Maintenance for IW-1 Clean IW and perform MIT and RTS testing.	\$ 127,500.00	100%	Jul-00	Jul-00
54	Coral Springs Improvement District 10300 NW 11th Manor Coral Springs, FL 33071	Arcadis 2081 Vista Parkway West Palm Beach, FL 33411 (561) 697-7038	Project No. 95-145.10 Wastewater Treatment Facility Drill, construct and test deep zone MWs, re-rate IW and perform MIT and injection testing.	\$ 360,500.00	100%	Nov-97	Nov-98



KENWIN LEE

**MIT SUPERVISOR
GEOPHYSICAL LOGGER/RTS SPECIALIST**

**309 Commerce Way
Jupiter, FL 33458
561-902-7083
Email: kenwinlee@aol.com**

PROFESSIONAL EXPERIENCE

All Webb's Enterprises, Inc. July 2008-present

Performs all aspects of geophysical logging services and television survey.

Youngquist Brothers, Inc. 1994 to July 2008

Performed all aspects of geophysical logging and television survey.

Baroid and Halliburton in Trinidad 1978 to 1994

Trained in radioactive tracer surveys and neutron density logs.

SKILLS AND QUALIFICATIONS

- 20 years experience
- Radiation Safety for Geophysical Loggers
- Recognized and respected by Engineers and FDEP
- Performed hundreds of radioactive tracer surveys
- Performed hundreds of geophysical logs and television surveys
- Department of Health certified
- MS Office, Logging Software Warrior

PROFESSIONAL MEMBERSHIPS AND CERTIFICATIONS

- Radioactive License

DAVID W. WEBB, JR., E.I.

2961 E. Community Dr
Jupiter, FL 33458
Ph: (561) 718-5092
Email: davidwebbjr@allwebbs.com

EDUCATION

Master of Science in Environmental Engineering (M.S. Env. E.) 2004

University of Central Florida (UCF) - *Solid waste, air pollution, water and wastewater treatment with emphasis on water treatment. THESIS: Nitrification in Pilot Distribution Systems*

Bachelor of Science in Civil Engineering (B.S.C.E) 2001

UCF - *General civil courses with water resources and water treatment design courses.*

Automotive Service Technology 2000

Seminole Community College - *Fundamentals of automobile systems and repair.*

PROFESSIONAL EXPERIENCE

All Webb's Enterprises, Inc. (2003-present)

- Engineer/Operations Manager/Cementer/Logger
Fleet and equipment maintenance, human resources, system engineering, purchaser, maintenance supervisor, cementing and logging specialist.

University of Central Florida (2001-2003)

- Graduate Research Assistant
\$3,000,000 AWWaRF & Tampa Bay Water Drinking Water Research Project - site construction, vehicle fleet maintenance, pilot water treatment systems operation, water quality analysis, site supervision and research presentation.

All Webb's Enterprises, Inc. (1996-2001)

- Cost Estimator
Water Well Construction, Rehabilitation, and Testing - project cost estimation, resource location and procurement, scheduling, site construction and, maintenance, and sales.

SKILLS AND QUALIFICATIONS

- MS Office, AutoCAD, Water CAD, Sigma Plot
- Initiative - Volunteered to maintain fleet of research vehicles for the life of project.
- Team Player - Group of 14 students successfully carried research tasks over 2 years.

PROFESSIONAL MEMBERSHIPS AND CERTIFICATIONS

- Florida Engineer Intern (EIT)
- FSAWWA Member
- Certified US EPA Automotive A/C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC. c/o Payroll Management Inc. of Delaware 348 Miracle Strip Parkway SW Suite 39 Fort Walton Beach, FL 32548	ID: (PMI)	CONTACT NAME: Paige Wenter	FAX (A/C. No.): 888-453-1697
		PHONE (A/C. No. Ext.): 850 586-7420	E-MAIL ADDRESS: Hours@pmipeo.com
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: SUNZ Insurance Company	NAIC # 34762
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER: 33735169****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCPEO000035302	6/1/2016	6/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: ALL WEBB'S ENTERPRISES, INC.

Client Effective Date: 5/1/2016

Coverage only applies to injuries incurred by PMI

& Subsidiaries active EE's while working in the state of FL. Coverage does not apply to statutory EE's or independent contractor(s) of the client co. or any other entity. Does not cover USL&H Email hours@pmipeo.com for an active EE list

CERTIFICATE HOLDER

1329

THE CITY OF PLANTATION
400 NW 73RD AVE
PLANTATION FL 33317**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Glen J Distefano

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bowen, Miclette & Britt of Florida, LLC 1020 N. Orlando Avenue Suite #200 Maitland FL 32751		CONTACT NAME: Angie Desormeaux PHONE (A/C, No, Ext): 407-647-1616 FAX (A/C, No): 407-628-1635 E-MAIL ADDRESS: certificates@bmbinc.com	
INSURED All Webbs Enterprises, Inc. 309 Commerce Way Jupiter FL 33458		INSURER(S) AFFORDING COVERAGE INSURER A: Imperium Insurance Company INSURER B: Westchester Surplus Lines Insurance INSURER C: INSURER D: INSURER E: INSURER F:	
ALLWEBBSEN		NAIC # 35408	

COVERAGES

CERTIFICATE NUMBER: 1648989055

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	IERD0100223200	11/2/2016	11/2/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	IERD0100223400	11/2/2016	11/2/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	IERD01002123400	11/2/2016	11/2/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Pollution Liability	Y	Y	G28182375001	11/2/2016	11/2/2017	Policy Aggregate 2,000,000 Each Loss 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

When required by written contract, those parties listed in said contract, including the Certificate See Attached...

CERTIFICATE HOLDER

CANCELLATION

The City of Plantation
400 NW 73rd Ave
Plantation FL 33317

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Bowen, Miclette & Britt of Florida, LLC		NAMED INSURED All Webbs Enterprises, Inc. 309 Commerce Way Jupiter FL 33458
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Holder, are added as an Additional Insured with respect to General Liability, including on-going and completed operations, Auto Liability, Excess Liability and Pollution Liability as afforded by the policy and/or endorsements.

When required by written contract, waiver of subrogation is granted with respect to General Liability, Auto Liability, Excess Liability and Pollution Liability in favor of those parties listed in said contract, including the Certificate Holder.

The General Liability and Pollution Liability certified herein are primary and non-contributory to other insurance available, but only to the extent required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization with whom you have agreed, through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage and where that contract demand specifies ISO 2013 edition forms, or equivalent, or does not specify edition forms.	Any location where you have agreed through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage and where that contract demand specifies ISO 2013 edition forms, or equivalent, or does not specify edition forms.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed, or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All Webbs Enterprises, Inc.
Policy No. ERD0100223200
Effective Date: 11/2/2016

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement, or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization with whom you have agreed, through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage and where that contract demand specifies ISO 2013 edition forms, or equivalent, or does not specify edition forms	Any location where you have agreed, through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage and where that contract demand specifies ISO 2013 edition forms, or equivalent, or does not specify edition forms
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused in whole or in part by "you" work at the location designated and described in the Schedule of this endorsement performed for the additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance.

1. Required by the contract or agreement, or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**Bid Form
CITY OF PLANTATION**

Bid of Bidder Southeast Drilling Services, Inc.
10614 East US Hwy., 92

Address Tampa, Florida 336610

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

PROJECT NAME: [Central WTP Injection Well MIT]
ITB No. 049-16
City of Plantation

TO: City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

The Undersigned Bidder proposes and agrees if this bid is accepted, to enter an agreement with the OWNER to complete 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 Contract Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This bid will remain open for thirty days after the day of Bid Opening. Bidder will sign the agreement and submit the contract security and other documents required by the Contract Documents within 15 days after the date of Owner's Notice to Award.

In submitting this bid, Bidder represents as more fully set forth in the Agreement, that:

- A. Bidder has examined copies of all the Contract Documents and of the following Addenda:
(if any addenda have been issued)

DATE:
December 22, 2016

ADDENDA NUMBER:

1

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

- B. Bidder has examined the site and locality where the work is to be performed, the legal requirements Federal, State and Local Laws, Ordinances, Rules and Regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

- C. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization 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 a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
- D. BIDDER shall complete the Work for the following price. It is the OWNER'S intent to award a contract based upon the total base bid amount.

TOTAL BASE BID AMOUNT:

Dollars

\$ ~~52,575~~ 52,100⁰⁰

Bidder agrees that the Work will be completed within the time identified in the Agreement after the date when the Contract time commences to run as provided in Paragraph 2.3 of the General Conditions (Notice to Proceed).

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

Communications concerning this Bid shall be addressed to the address of Respondent indicated below.

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The undersigned also agrees as follows:

First: to do any extra work not covered by the foregoing Schedule of Price which may be ordered by the OWNER, and to accept as full compensation therefore, such prices may be agreed upon in writing by the OWNER and the BIDDER pursuant to the applicable provisions of the General Conditions.

Second: Within fifteen days from the "Notice of Award", of this bid, to execute the Contract and to furnish to the OWNER a satisfactory Performance Bond in the approved City form, guaranteeing the faithful performance of the Work and payment of bills, the BIDDER to pay for said bond.

Third: To begin work on the date specified in the "Notice to Proceed". Accompanying this bid is a certified check, cashier's check or Bid Bond for 5% of Bid payable to the City of Plantation which is to be forfeited if, in the event that this Bid is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or Bid Bond is to be returned as provided herein.

January 23, 2017

SUBMITTED ON , 20

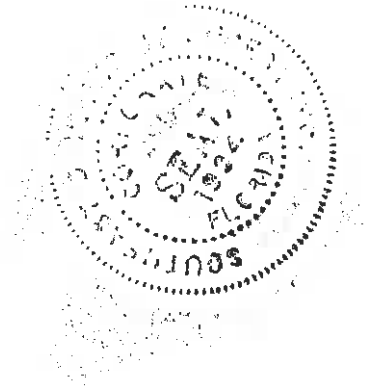
SIGNATURE OF BIDDER:

W.B. Ziegler

TITLE (if any): President

ADDRESS: 10614 East US Hwy 92,
Tampa, Florida 33610

Incorporated under the laws of the State of Florida.



[46]9001-14001

BID SCHEDULE
CITY OF PLANTATION
CENTRAL WTP INJECTION WELL MIT

Notice To All Bidders

It is the intent of the CITY to award this contract based on the Grand Total Base Bid for all bid items. In the event of a discrepancy between written figures and numbers, the former shall govern. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the CITY.

For each payment item, Bidder agrees to furnish all labor, materials, tools and equipment necessary to properly perform the work described herein and on the project drawings. A more detailed description of the Pay Items is located in Section 01025 of the Technical Specifications.

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total Or Extension</u>
1	Lump Sum	Injection Well MIT for the lump sum price of: _____ _____ Dollars and _____ Cents	\$ <u>52,000⁰⁰</u>
2	Lump Sum	Consideration for Indemnification for the lump sum price of: One Hundred ----- Dollars and No ----- Cents	\$ <u>100.00</u>

GRAND TOTAL BASE BID FOR ITEMS 1 THROUGH 2

Fifty Two Thousand One Hundred 00/100

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: ☐ Southeast Drilling Services, Inc.

NAME: ☐ W.B. Ziegler, President

ADDRESS: ☐ 10614 East US Hwy., 92, Tampa, Florida 33610

TELEPHONE NO.: ☐ 813-968-7277 Office / 813-390-0172 Cell

FAX NO.: ☐ 813-443-0530 / 561-493-5140

EMAIL ADDRESS: ☐ wbz@southeastdrilling.net / sedbids@southeastdrilling.net

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: ☐ Southeast Drilling Services, Inc.

The address of the principal place of business is: ☐ 10614 East US Hwy., 92, Tampa, Florida 33610

The business is a (Sole Proprietorship) ☐ (Partnership) ☐ (Corporation) ☒

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: ☐ June 1994
- b. State of Incorporation: ☐ Florida
- c. President's Name: ☐ W.B. Ziegler
- d. Vice President's Name: ☐ W.C. Ziegler / John Brian Ziegler
- e. Secretary's Name: ☐ Sonya P. Ziegler
- f. Treasurer's Name: ☐ W.B. Ziegler
- g. Name and address of Resident Agent: ☐ W.B. Ziegler, 10614 East US Hwy., 92,
Tampa, Florida 33610

- NA 3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: ☐
- b. Name, address and ownership units of all partners:
☐
- c. State whether general or limited partnership: ☐

- NA 4. If Bidder is other than an individual, corporation or partnership, describe the organization and

give the name and address of principals:

☐

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA
6. How many years has your organization been in business under its present business name: ☐ 23 Years
- a. Under what other former names has your organization operated?
☐ NA
7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.
Water Well Contractors 9078 , 1232, 9461
☐ General Contractor CGC 1508910
8. Have you personally inspected the site(s) of the proposed work? (Y) ☐ (N) ☒
9. Do you have a complete set of documents, including agenda? (Y) ☒ (N) ☐
10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
☐ No
11. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.
☐ No
12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).
☐ Please see attachment A
13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).
☐ Resumes Attached B - Resumes
14. State of name of Surety Company, which will be providing the bonds if any bonds are required by the Instructions to Bidder, and name, and address of agent:
Western Surety/ Associates Agency, Mr. Mike Rogers
☐ P.O. Box 16190
Temple Terrace, FL 33687
15. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.
☐ Please see attachment A ,C

16. Provide a list of work currently under contract.
- ☐ Please see attachment C
17. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]
- ☐ None
18. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.
- ☐ None
19. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.
- ☐ No
20. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)
- MV Geophysical Surveys
11000-12 Metro Parkway
☐ Ft Myers, FL 33966
239-275-6847 / Steve
21. Provide a list of equipment available to be committed to perform the work contemplated under this contract.
- ☐ Please see attached D
22. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.
- ☐ None
23. Please attach a copy of your latest financial statement.

Our council requires this information be kept confidential.
The information may be provided if selected for this work.

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.



Signature

State of Florida

County of Hillsborough

The foregoing instrument was acknowledged before me this 23 day of January, 2017
by W.B. Ziegler, who is personally known to me or who has produced _____
as identification and who did (did not) take an oath.

WITNESS my hand and official seal,

NOTARY PUBLIC

Beatrice M. Brood

Beatrice M. Brood

(NAME of Notary Public: Print,
Stamp or Type as Commissioned)



[97]9001-14001

Exhibit A
To Qualification Statement

LITIGATION HISTORY FORM

None in last 5 years

[ITB-049-16]

NAME OF RESPONDENT: Southeast Drilling Services, Inc.

Party:	Respondent is Plaintiff: Yes [] No [] Defendant: Yes [] No []
Case Name:	
Case Number:	
Date Filed:	
Name of Court or other Tribunal	
Type of Case:	Civil [] Administrative/Regulatory [] Criminal [] Bankruptcy []
Claim or Cause of Action and Brief Description of each Count:	
Brief description of the Subject Matter and Project Involved:	
Disposition of Case:	Pending [] Settled [] Dismissed [] Judgment Respondent's Favor [] Judgment Against Respondent [] If Judgment Against, is Judgment Satisfied? Yes [] No []
(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	
Opposing Counsel:	Name: Email: Phone Number:

[101]9001-14001

*None in last
five years*

COMPLIANCE UNDER SECTION 119.0701

FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH BID

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-797-2237, sslattery@plantation.org, 400 NW 73rd Avenue Plantation, FL 33317

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

Contractor: Southeast Drilling Services, Inc.

By (sign): 

Print Name: W.B. Ziegler, President

STATE OF Florida)
COUNTY OF Hillsborough)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared W.B. Ziegler, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of January, 20 17.

Notary Public, State of Florida

Sign: Beatrice M. Brood

Print: Beatrice M. Brood

My Commission Expires: _____

[29]9001-14001



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 the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that 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, proposal, or reply 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 the 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 action 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 convictions of, or plea of guilty or nolo contendere to, any violations 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 the above measures.

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

Signature

Southeast Drilling Services, Inc.

Company Name

W.B. Ziegler, President
Printed Name

01/23/17

Date

[27]9001-14001

CITY OF PLANTATION

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH BID

**THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS**

1. This sworn statement is submitted with Bid, Proposal or Contract for []. City of Plantation Southeast Drilling Services, Inc., 10614 East US Hwy., 92, Tampa, Florida 33610
2. This sworn statement is submitted by [] (entity submitting sworn statement), whose business address is [] and its Federal Employer Identification Number (FEIN) is []. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: []).
59-325-2801
3. My name is [] (please print name of individual signing), and my relationship to the entity named above is []. W.B. Ziegler, President Southeast Drilling Services, Inc.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

☐
(Signature) W.B. Ziegler, President
Southeast Drilling Services, Inc.
☐
(Date) 01/23/17

STATE OF FLORIDA

Hillsborough
COUNTY OF ~~BROWARD~~ COUNTY

PERSONALLY APPEARED BEFORE ME, the undersigned authority, W.B. Ziegler, who, after first being sworn by me, affixed his/her signature in the space provided above on this 23 day of January, 2017.

Beatrice M. Brood
(Notary Public)

My Commission Expires: _____

(seal)

[28]9001-14001



ITB

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the Bidder certifies that this bid is made independently and free from collusion.

Bidder shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the Bidder's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Bidder, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the Bidder does not indicate any names, the City shall interpret this to mean that the Bidder has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME
NONE

RELATIONSHIP

Witnesses:

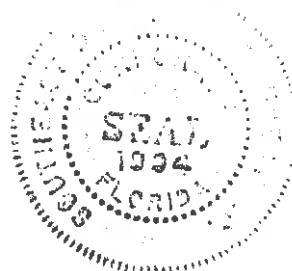
W. Ziegler
Typed name:

Donna P. Ziegler
Typed name:

Bidder Southeast Drilling Services, Inc.

By: W.B. Ziegler
Name: W.B. Ziegler

Title: President



STATE OF Florida)
COUNTY OF Hillsborough)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared W.B. Ziegler - _____, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

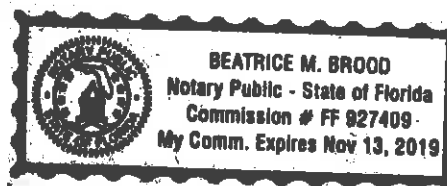
WITNESS my hand and official seal in the County and State last aforesaid this 23 day of January, 2017.

Notary Public, State of Florida

Sign: Beatrice M. Brood

Print: Beatrice M. Brood

My Commission Expires: _____



N/A

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A PARTNERSHIP NA

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

Printed Name of Partnership

By:

Signature of General or Managing Partner

Witness

Printed Name of Partner

Witness

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A CORPORATION

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this 23
day of January, 2017.

Southeast Drilling Services, Inc.

Printed Name of Corporation

Florida

Printed State of Incorporation

By:

W.B. Ziegler
Signature of President or other authorized officer

W.B. Ziegler

Printed Name of President or other authorized officer

10614 East US

Address of Corporation

Hwy 92, Tampa, FL 3310

City/State/Zip

813/968-7277

Business Phone Number

(CORPORATE SEAL)

ATTEST

By Sonya P. Ziegler
Secretary

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me this 23 day of January,
2017, by W.B. Ziegler (Name), President (Title) of
Southeast Drilling Services, Inc. (Name of Company) on behalf of the
corporation, who is personally known to me or who has produced _____ as
identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Beatrice M. Brood
NOTARY PUBLIC

Beatrice M. Brood

(Name of Notary Public: Print, Stamp,
or type as Commissioned)



N/A

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A
FICTITIOUS OR TRADE NAME NA

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____
day of _____, 20__.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____ who is personally known to me or who has
produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

N/A

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS AN INDIVIDUAL NA

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

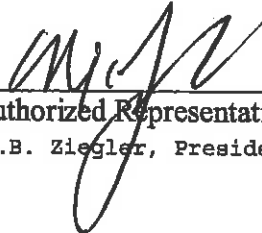
WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed construction site located at the Central Water Treatment Plant, 900 NW 91st Ave, Plantation Florida 33324 and hereby have accepted the existing site conditions.



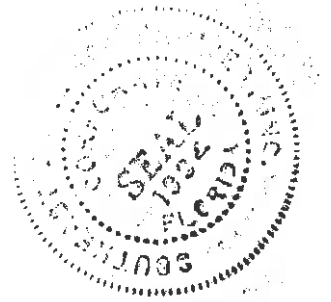
Authorized Representative
W.B. Ziegler, President

Southeast Drilling Services, Inc.

Company

Date 10/17/12

Failure to attest to the above may be grounds for rejection of proposal.



TO BE RETURNED WITH BID

Cooperation with the Broward County Office of Inspector General

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:

W. Ziegler
Name: W. ZIEGLER

Sonya P. Ziegler
Name: Sonya P. Ziegler

Southeast Drilling Services, Inc.

By: Mr. Ziegler

Name: W.B. Ziegler

Title: President



STATE OF Florida)
COUNTY OF Hillsborough)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared W.B. Ziegler - President, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of January, 2017.



Notary Public, State of Florida

Sign: Beatrice M. Brood

Print: Beatrice M. Brood

My Commission Expires: _____

[64]9001-14001

Not Local Business NA

Local Business Certification Form

N/A

The undersigned affirms as true, under penalties of perjury, as follows:

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of City of Plantation Ordinance Number 2437, § 1 which codified Section 2-227 of the City Code.

Pursuant to Section 255.0991, for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of this competitive solicitation, Section 2-227 of the City Code **shall not** apply.

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such business is a Local Business as defined by the Code.

The undersigned claims qualification in the event that the Local Business Preference applies to this procurement and the business is determined to be a Qualified Local Business as defined by the Code.

Dated: _____

Signed: _____

Printed Name of Signor: _____

Title of Signor: _____

Name of Firm: _____

Sec. 2-227. - Local business preference.

(a)

Definitions. For purposes of this section, the following terms shall have the respective meanings as set forth in this subsection:

Business location means a permanent office or other use of property in which a vendor operates, conducts, engages in or carries on all or a portion of its business, provided that the mere use of a post office box shall not be sufficient to constitute a business location under this provision.

Local business means a vendor or contractor who has paid its local business tax to the City of Plantation at least six (6) months prior to bid or proposal opening date; does business in the city community by providing goods, services, or construction; and maintains a physical business address located within the jurisdictional limits of the city in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis. Post office boxes shall not be used for the purpose of establishing said physical address.

Qualified local business means a local business that satisfies the requirements under the bid or proposal guidelines to perform the services or goods requested.

Vendor means a sole proprietorship, partnership, corporation, limited partnership or limited liability corporation or other recognized business entity that offers to contract with the city for either goods or services.

(b)

Procedure; notice of option to match lowest response. The city shall give a preference to a qualified local business that responds to competitive procurement in the following manner:

(1)

If a qualified local business submits a response to one (1) of the city's competitive procurement processes set forth in section 2-220(b) (requests for sealed proposals) (but only where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will be available), (d) (requests for competitive proposals), 2-220(e) (sealed bids in response to an invitation to bid), and 2-220(f) (design build projects which are procured using a competitive proposal process), or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in section 2-226(b) and as may be increased or decreased by authorized adjustments, and the original response of the qualified local business is within five (5) percent of the low response, then the city shall give the qualified local business the opportunity to meet the price of the low response. The order of preference by which the qualified local business shall be given the opportunity to match the low response shall be from the lowest to the highest response, as long as the initial response was within five (5) percent of the low response.

(2)

The city shall give the qualified local business written notice of the opportunity to match the price of the low response within five (5) business days of determining the low response. There shall only be one (1) valid notice of an opportunity to match the price of the low response outstanding at any one (1) point in time. Notice shall be deemed received by the qualified local business by mailing or otherwise transmitting the notice to the address, email, facsimile or otherwise that was supplied by the qualified local business at the time of responding.

(3)

The qualified local business to whom a written notice has been mailed or otherwise transmitted must respond to the city in writing. If the qualified local business fails to file a response to the notice with the city within two (2) days of the posting or transmission of the notification of the

option to match the low response, then the failure to respond shall be deemed to be a denial of the opportunity to match the low response. Should the qualified local business choose to meet the price of the low response, then the city shall award the contract to the qualified local business. If no qualified local business accepts the option to match the low response, then the contract shall be offered to the lowest responder.

(c)

Disclosure. The requirements of the city's local policy shall be disclosed in all the city's competitive procurement processes to which this preference applies or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in section 2-226(b) and as may be increased or decreased by authorized adjustments.

(d)

Exceptions. The procurement preference set forth in this section shall not apply to any of the following purchases or contracts:

(1)

Goods or services provided under a cooperative purchasing agreement or interlocal agreement;

(2)

Purchases or contracts which are funded, in whole or in part, by a governmental entity where the laws, regulations, or policies governing such funding prohibit or prevent the application of the preference;

(3)

Purchases made or contracts let under emergency or noncompetitive situations;

(4)

Purchases with an estimated cost of less than the amount stipulated for informal bids, as referenced and indexed in section 2-226(b) (which is currently three thousand five hundred sixty-nine dollars (\$3,569.00)) and as may be increased or decreased by authorized adjustments;

(5)

Purchases or contracts procured utilizing procurement processes set forth in section 2-220(b) (requests for sealed proposals) (except where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will apply) (c), (requests for qualifications), and (g) (design build projects and professional services contracts which are competitively procured using a qualifications based procurement process); and,

(6)

Notwithstanding the above, any purchase using any of the available procurement processes in this Code wherein the procurement documents expressly indicate that the local business preference set forth in this section shall not be available.

(e)

The application of local preference to a particular purchase, contract, or category of contracts for which the city council is the awarding authority may be waived upon written justification and recommendation by the mayor and approval of the city council.

(f)

The preference established in this section does not prohibit the right of the city council or the mayor to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.

(g)

The response preference established in this section does not prohibit the city council, or mayor, from giving any other preference permitted by law in addition to the preference authorized in this section.

(Ord. No. 2437, § 1, 2-10-2010)

[96]9001-14001

BID BOND

Bond No.

CONTRACTOR:

Name Southeast Drilling Services, Inc.
Legal status Florida Corporation
Address 10614 East US Hwy., 92
Tampa, Florida 33610

SURETY:

Name Western Surety Company
Legal status Surety Company
Principal place of business 333 South Wabash Avenue
Chicago, Illinois 60604

OWNER:

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: \$ 5% of Bid (Five Percent of Bid)**PROJECT:** Central WTP Injection Well MIT

Name, location or address, and Project number, if any

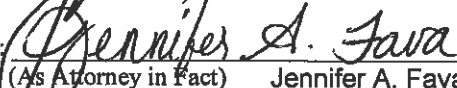
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the Owner shall accept the Bid of the Contractor and the Contractor shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the Owner, and furnish insurance coverages to Owner as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the Owner immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Owner may accept the Bid of the Contractor and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Contractor's allegation that its entering into the contract was prevented or frustrated by the Owner, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: January 18, 2017.

Southeast Drilling Services, Inc.


(Name of Contractor)

By: 
(As Attorney in Fact) Jennifer A. Fava

Western Surety Company
(Name of Surety)

[156]09001-14001



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael Wayne Rogers, Sharon Elaine Taylor, Jennifer A Fava, Individually

of Tampa, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of July, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 8th day of July, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of January, 2017.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director



CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

ADDENDUM No. 1

ITB No. 049-16

Central WTP Injection Well MIT

City of Plantation

DATE OF ADDENDUM: December 22, 2016

TO ALL PROSPECTIVE BIDDERS:

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for ITB No. 049-16.

The following Changes shall be made to the Contract Documents:

1. Section 13199, Mechanical Integrity Testing

In Article 1.01, Paragraph D, REPLACE the year "2016" with "2017".

Bid must be stamped on or before January 24th, 2017 11:00 A.M. by the City Clerk, City of Plantation, 400 NW 73rd Avenue, Plantation FL 33317.

All other terms, conditions and specifications remain unchanged for ITB No. 049-16.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

COMPANY NAME: Southeast Drilling Services, Inc.



Southeast Drilling Services, Inc.

References /Qualifications

Project 1:

Name of Project: Palm Beach County – Floridian and Deep Injection Well
Continuing Construction Project

Contract Amount: \$3,498,000.00

Project Superintendent: Bart Ziegler **Lead Driller:** Barrett Garrison

Owner: Palm Beach County Water Utilities Department
Contact: Mr. Tom Uram, P.G.
Phone: 561-493-6000 **Email:** turam@pbcwater.com

Description of work: Project consisted of DIW MIT, geophysical logging, DZMW repair, casing installation to over 1700 ft, casing removed from DIW over 2,700 ft, packer Testing, DIW and DZMW wellhead repair, ASR mechanical work over and pump modifications, tubing and packer installations. 8 Deep Injection Wells and associated Dual Zone Monitoring Wells, 9 Floridian Aquifer Production Wells.

** Letter of Reference Attached*

Project 2:

Name of Project: Algenol Biofuels- Injection Well System Project

Contract Amount: \$ 1,614,426.00

Project Superintendent: Bart Ziegler **Lead Driller:** Brian Ziegler

Owner: Algeno Biofuels
Contact: Mr. Paul Peterson **Phone:** 561-262-7819
Engineer / Rep: Mr. John Rahul, P.G. **Cardno ENTRIX**
Phone: 239-574-1919 **Email:** rahul.john@cardno.com

Project 2 Continued

Description of Work: Construction and testing of one Class I Injection well and one associated (dual-zone) deep monitor well for Algenol Research and Development Facility.

** Letter of Reference Attached*

Project 3:

Name of Project: Central County WRF Deep Injection Well

Contract Amount: \$906,347.00

Project Superintendent: Bart Ziegler

Lead Driller: Brian Ziegler

Owner: Sarasota County Utilities

Contact: Jack Gibson

Phone: 941-861-0548

Email: jgibson@scgov.net

Engineer / Rep: Kevin Dorsey, P.G.

ATKINS Global

Phone: 813-282-7275

Description of Work: Construction of Upper Zone and Lower Zone Monitor Wells.

** Letter of Reference Attached*

Project 4:

Name of Project: Systemwide Wellfield Improvement Project

Contract Amount: \$6,762,697.00

Project Superintendent: Bart Ziegler

Lead Driller: Barrett Garrison

Owner: Palm Beach County Water Utilities Department

Contact: Mr. Tom Uram, P.G.

Phone: 561-493-6000

Email: turam@pbewater.com

Description of Work: Construction of thirteen Public Water Supply Wells

** Letter of Reference Attached*



**Water Utilities Department
Engineering**

P. O. Box 16097

West Palm Beach, FL 33416-6097

(561) 493-6000

Fax: (561) 493-6113

www.pbcwater.com

**Palm Beach County
Board of County
Commissioners**

Burt Aaronson, Chair

Karen T. Marcus, Vice Chair

Jeff Koons

Shelley Vana

Steven L. Abrams

Jess R. Santamaria

Priscilla A. Taylor

County Administrator

Robert Weisman



*"An Equal Opportunity
Affirmative Action Employee"*

August 27, 2012

Subject: Floridan and Deep Injection Well Continuing Construction Project (WUD Contract No. 08-051 and WUD Project No's. 08-020, 08-062, 08-084, 08-091, 09-037, 09-051, 10-001, 10-017, and 10-073)

To Whom it May Concern:

Palm Beach County Water Utilities Department (PBCWUD) is pleased to submit this letter of reference concerning the work and performance of Southeast Drilling Services, Inc. on the project referenced above. The project included all work related to the County's 8 Deep Injection Wells (DIW) and associated Dual Zone Monitoring Wells (DZMW) and 9 Floridan Aquifer Production Wells. The Project included Mechanical Integrity Testing (MIT), repair of a failed DIW tubing and packer, repair of a failed DZMW tubing, modifications to the pump electrical, instrumentation and control panels, and pump replacement and wellhead modifications. The total dollar amount of this project was \$3,498,000.00 with the project bonded by the Western Surety Company.

Southeast Drilling Services, Inc. has won numerous construction contracts with PBCWUD since the mid 90's and continues to perform at very high standards. The other projects included: the installation of shallow Surficial Aquifer production wells (160 feet) including all electrical, mechanical, instrumentation, pumps, motors, and all appurtenances; Floridan Aquifer production well drilling and construction including all testing, Wellfield Rehabilitation Continuing Construction Projects to include the rehabilitation of existing production wells, screen replacements, chemical injections, well stimulation (acid, jetting), mechanical cleaning, wellhead replacement and modifications. Their workmanship, professionalism, commitment, and dedication to the project always results in quality products.

Respectfully,
Palm Beach County Water Utilities Department

Thomas G. Uram, P.G.
Hydrologist

Southeast Drilling Services, Inc.



September 17, 2014

Cardno ENTRIX

**Subject: Southeast Drilling Services, Inc. Reference Letter
Construction of a Deep Injection Well and a Dual Zone Monitoring Well
Algenol Biofuels Project, Lee County, Florida**

13700 Ben C. Pratt Six Mile
Cypress Pkwy, Suite 1
Fort Myers, FL 33912
USA

Phone 239 574 1919
Toll-free 800 368 7511
Fax 239 574 8106
www.cardno.com

www.cardnoentrix.com

To Whom It May Concern:

This letter serves as a letter of reference regarding the work and performance of Southeast Drilling Services, Inc. on the Algenol Biofuels project. Cardno ENTRIX was the Engineer of Record and Southeast Drilling Services, Inc. was the Drilling Contractor of Record for the project. The project included all work related to the construction and testing of a 1,850-foot deep Class 1 Injection Well (IW-1) and associated 1,550-foot deep Dual Zone Monitor Well (DZMW). The injection well currently serves as a source for seawater quality raw water required for Algenol's ethanol producing bioreactors. The well also serves as a disposal mechanism to return excess water generated in bioreactors to the source aquifer. The dual-zone monitoring well is utilized to monitor potential upward migration of seawater-quality fluids disposed in the injection well.

Work elements included three packer tests at selected borehole intervals, numerous geophysical logs and video surveys, a radioactive tracer survey and hydrostatic pressure testing of the casings, an Injection test, inclination surveys, and installation of above-ground instrumentation and control panels, installation of pumps, and completion of the wellhead. The project was completed in April, 2013. The total project cost was approximately \$2.0 million dollars.

Southeast Drilling Services' workmanship, professionalism, commitment, and dedication to the project resulted in the successful completion of the project.

Should you have any questions or comments regarding this letter, please feel free to contact me.

Sincerely,

Rahul John, P.G.
Senior Project Scientist
for Cardno ENTRIX
Direct Line: 239.829.7009
Email: rahul.john@cardno.com

RJ/gng



Atkins North America, Inc.
4030 West Boy Scout Boulevard, Suite 700
Tampa, Florida 33607

Telephone: +1.813.282.7275

www.atkinsglobal.com/northamerica

August 26, 2012

To whom it may concern:

We acknowledge that Southeast Drilling Services, Inc. has completed:

A. The construction of upper zone and lower zone monitor wells and concrete well pad, and the high pressure injection testing and acidification of the Class I injection well at the Central County Water Reclamation Facility, 7905 S. McIntosh Road, Sarasota, Florida.

B. The dollar volume was \$906,000.

C. The Owner is:

Sarasota County
1001 Sarasota Center Boulevard
Sarasota, Florida 34240
941-861-0548

D. The bonding company was Western Surety Company.

E. The Consulting Engineer was:

Atkins North America, Inc.
4030 West Boy Scout Boulevard, Suite 700
Tampa, FL 33607
813-281-8374

F. The start date was February 2011 and the project was completed in January 2012.

Sincerely,

Kevin F. Dorsey, P.G.
Senior Project Manager

c: Southeast Drilling Services, Inc.



July 27, 2008

**Water Utilities Department
Engineering**
P.O. Box 16097
West Palm Beach, FL 33416-6097
(561) 493-6000
Fax: (561) 493-6113
www.pbcwater.com

**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Robert J. Kanjian

Mary McCarty

Burt Aaronson

Jess R. Santamaria

County Administrator

Robert Weisman

*"An Equal Opportunity
Affirmative Action Employer"*

Subject: System-Wide Wellfield Expansion Project, WUD 05-041

To Whom it May Concern:

Palm Beach County Water Utilities Department (PBCWUD) is pleased to submit this letter of reference concerning the work and performance of Southeast Drilling Services, Inc. on the project referenced above. The project included the drilling, testing and installation of 12 new production wells, and all related appurtenances, at three of Palm Beach County's Water Treatment Plants; the replacement of two Dual Zone Monitoring Well wellheads for the East Central Regional Wastewater Treatment Plant; and the installation and calibration of four flowmeters for Palm Beach County Airports. The approximate total dollar amount of this project is \$6,000,000.00.

This project had two different design firms involved:

CDM Consulting Engineers
1601 Belvedere Road
West Palm Beach, Florida
(561) 689-3336

Brown and Caldwell
1475 Centerpark Blvd.
West Palm Beach, Florida
(561) 684-3456

and the project was bonded by the Western Surety Company. The Notice to Proceed was issued on January 17, 2007 and the project is ongoing.

Southeast Drilling Services, Inc. has won numerous construction contracts with PBCWUD since the mid 90's and continues to perform at very high standards. Their workmanship, professionalism, commitment, and dedication to the project always results in a quality product.

It has been a pleasure working with Southeast Drilling Services, Inc.

Sincerely,
Palm Beach County Water Utilities Department

Thomas G. Uram, P.G.
Hydrologist

561- 818-1673/cell



Southeast Drilling Services, Inc.

Company History and Services

Southeast Drilling Services, Inc. (Southeast) was formed in 1994 based in Tampa with an office in West Palm Beach, Florida. Southeast provides services in General Construction, Water Well Construction, Water Supply, Irrigation.

The firm has over 60 years of combined experience in construction and design of water resource and environmental projects. The overall company is versatile, mobile and can readily adapt to your project specific needs anywhere in the southeast.

The Water Well Construction division specializes in complete wellfield expansion projects, general water well construction, mechanical, pumping stations, acidization, and well rehabilitation. We provide services for aquifer performance testing, mechanical integrity testing, water plant maintenance, and well abandonment.

We structure our project teams to provide the technical and project experience required to efficiently execute your job specific needs. We have technicians and engineers registered in the state of Florida on staff and on call ready to assist with design, estimating and project execution.

Services

Southeast provides an array of diversified construction, drilling and mechanical services. Areas of specialization are as follows:

Wellfield Expansions

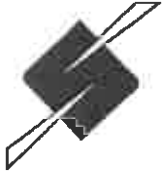
- *General Construction*
- *Production Wells (Surfical and Floridan)*
- *Pumping and Supply Systems*
- *Pipelines*
- *Electrical Services*
- *Instrumentation and Controls*

Southeast has performed overall construction and management services for wellfield expansion projects, which increased raw water capacity up to 22 million gallons per day.

General Well Construction

- *Cement Grouted (Rotary) and Driven (Cable Tool) Wells*
- *Public Supply Wells*
- *Well Rehabilitation*
 - Acidization and Chlorination*
 - Irrigation Supply*
- *Private and Municipal Supply*
- *Monitor Wells (OSHA Health and Safety Certifications)*





Southeast Drilling Services, Inc.

Well size range from 4-inch diameter to 30-inch and from 100 to over 2,000 feet below land surface.

Mechanical

- *Submersible/Vertical Turbine Pump Design, Installation, and Repair*
- *Mechanical and Wellhead Piping*
- *Pump Stations with Automated and Automatic Controls*
- *Chlorination and Chemical Feed Systems*
- *Generator and emergency standby equipment*



Specialty Services

- *Aquifer Performance Testing*
- *Mechanical Integrity Testing*
- *Aquifer Storage and Recovery Wells*
- *Water Plant Maintenance*
- *Well Abandonment*
- *Environmental Groundwater Screening*
- *Water Quality Sampling and Analysis*
- *Deep Injection Well Mechanical Integrity Testing*

Certifications

- *General Contractor License*
- *Licensed Water Well Contractor*
- *Licensed and Registered Professional Engineer*

Should you have any questions regarding our services or if we may be of assistance on upcoming projects, please feel free to call one of our representatives at (813) 968-7277.

BART ZIEGLER, P.E.

Water Resource Engineer

B.S., Civil Engineering, University of Florida

Experience

Mr. Ziegler is the President of Southeast Drilling Services, Inc. (Southeast), a general construction, water well construction and environmental drilling company with over 60 combined years of experience. Southeast currently provides services throughout the state of Florida

Mr. Ziegler is also a Water Resources Engineer. He provides expertise in general civil engineering, hydrogeology, and groundwater projects for water supply and effluent disposal. His project experience includes ASR wells, (design and construction), water supply systems, deep injection wells (design, construction, supervision, mechanical integrity testing), groundwater monitoring studies, toxic and hazardous waste investigations, park design, and regulatory permitting.

His primary responsibilities at Southeast include overall company management, bidding and estimating, project coordination, management and contract administration. He is also involved in the day to day project operations of ongoing projects. Mr. Ziegler has been the lead project manager on approximately 80% of Southeast's large drilling projects in the last 17 years.

Prior to his employment with SED, Mr. Ziegler was employed by CH2M Hill, an international environmental consulting firm. He acted as a Client Coordinator in addition to the design and construction of general water resource projects.

Professional Registration

Professional Engineer, Florida;
Licensed Water Well Contractor, Florida

Other Registrations

Licensed Private Pilot
CPR Training and Certification
First Aid Training and Certification
Certified Site Safety Coordinator

Membership in Professional Organizations

Florida Water Well Association
Florida Engineering Society

Publications

With Albert Muniz. Aquifer Storage and Recovery in the Floridan Aquifer System of South Florida. American Society of Civil Engineers-Water Resource Planning and Management Conference. Denver, CO. May 1994

With Albert Muniz, J.I.Garcia-Bengochea, and R. David Pyne. Water Management in the 21st Century. *Proceedings of the Florida Water Management Districts*. Florida Department of Environmental Protection-International Dialogue of Water Management. Miami, FL. October 1993.

WILLIAM C. ZIEGLER
Water Resource Specialist

Education

Undergraduate studies, University of Florida

Experience

Mr. Ziegler is currently a Vice President of Southeast Drilling Services, Inc. and has been in the water well construction industry since 1968 and a licensed water well contractor in the state of Florida since 1971 (when state licensure was initiated). He has assisted in the construction and construction management of production, irrigation, monitor and ASR well programs throughout the state.

Prior to Southeast, Mr. Ziegler owned and operated Ziegler Well Drilling from 1968 to 1976. Ziegler Well Drilling merged with Matthews Drilling in 1976 to form Diversified Drilling Corporation. Mr. Ziegler was president of Diversified from 1976 through 1988 in which he managed the day to day operations and financial planning. In 1988, Mr. Ziegler sold his interest in Diversified to pursue other interests.

Professional Registration

Licensed Water Well Contractor, Florida

South West Florida Water Management District Advisory Board

Licensed Private Pilot

Public Engagements

Moderator for Trio Center Short Courses on Water Well Construction

Instructor for City of Tampa Water Plant Operators School

Speaker for The Great American Teach-in

Membership in Professional Organizations

National Ground Water Association

Florida Ground Water Association (Past Board of Directors)

West Coast Chapter of Florida Ground Water Association (Founding Member and Past Board of Directors)

J. BRIAN ZIEGLER
Project Supervisor and Lead Driller

Education

Chamberlain High School

Experience

Mr. Ziegler is currently Southeast Drilling Services, Inc.'s lead drilling and project supervisor, in addition to site safety coordinator for surficial, Floridan aquifer wells, and Deep Injection Well construction projects throughout the state. He also supervises and manages mechanical projects including underground and above ground piping, submersible and vertical turbine pump installation and general site civil construction.

He played a key role in the development and implementation of Southeast's Groundwater Screening Program that has been used throughout the southeast to identify and determine the extent of toxic and hazardous waste contamination in groundwater .

Prior to joining Southeast, Mr. Ziegler was employed by Drilling Consultants Inc. in Tampa, Florida. He served as the lead for drilling operations throughout the state. He was responsible for monitor well: public supply systems, irrigation wells, private well construction and primary and secondary drinking water sampling on public supply systems.

Mr. Ziegler started drilling in 1989 and obtained his Water Well Contractors license in 2011. He has been responsible for the construction of numerous production, monitor, Floridan, ASR, and dual zone monitor wells ranging in size from 2-inch to 30-inch and depths up to 1,900-feet. He has also been the lead on Deep Injection Well construction and Rehabilitation projects, including tubing and packer installation at depths up to 2,900-feet.

The attached list of projects outline the projects Mr. Ziegler has been responsible for completion with Southeast Drilling Services.

Registrations and Certifications

Licensed Water Well Contractor, Florida
40 Hour OSHA Certification for Health and Safety (29 CFR 1910.120)
8 Hour-Refresher Courses (29 CFR 1910.120)
American Red Cross certified for emergency care
CPR certified
Certified Crane Operator
Certified Welder

REFERENCES
CONTRACTORS WORK IN PROGRESS / COMPLETED

PROJECT NAME/LOCATION	PROJECT OWNER, ADDRESS, TELEPHONE NUMBER & REPRESENTATIVE	PROJECT ENGINEER & REPRESENTATIVE ADDRESS & TELEPHONE NUMBER	PROJECT VALUE	PROJECT STATUS	DATE COMPLETED	CONTRACT SCHEDULED DAYS	SCHEDULED COMPLETED DATE
City of Sunrise Springtree Wellhead Improvements, for Wells S-13R, S-14R, S-15R, & S-16R, & Modifications to Wells	City of Sunrise 10770 West Oakland Park Blvd. Sunrise, FL 33351-6899 Maria Salvatierra, CPPC 954-572-2494	Allen Miller City of Sunrise, Utilities PM 10770 West Oakland Park Blvd. Sunrise, FL 33351-6899	\$2,375,000	In Progress	25%	360	7/10/2017
Manatee County SWWRF Recharge and Monitoring Wells Construction	Manatee County 1112 Manatee Ave. Bradenton, Florida 34205 Deborah Carey-Redd, CPPB 941/749-3074	Anthony Benitez, P.E. Manatee County 1112 Manatee Ave. Bradenton, Florida 34205 813/545-9103	\$2,018,205 Change Order \$156,500	In Progress	67%	450	1/17/2017
City of Punta Gorda CONS-EXPWELLS/WTP Project No. F2014110	City of Punta Gorda 326 West Marion Ave. Punta Gorda, FL 33950 Deb Adams, CPPB 941/676-3302	Tetra Tech 1600 Chevrolet Way, Suite 300 Estero, FL 33928 Miguel Garcia, P.G. 407/460-3955	\$1,621,156 Change Order \$327,873	In Progress	72%	460 96 578	Nov. 2016 Feb. 2017
City of Duneedin Production Well Maintenance Project No 15-1043 Project No 15-1043	City of Duneedin P.O. Box 1348 Duneedin, FL 34697 Chuck Anthony 727/298-3077	City of Duneedin P.O. Box 1348 Duneedin, FL 34697 Joe Goldbach, P.E. 727/298-3186	\$396,310 Change Order \$296,590	Completed	100%	180	Jul-16
Island Water Association Well H13 Abandonment and Well S9 Well Const. Project# Wells9 & H13	Island Water Association 3851 Sanibel Captiva Rd Sanibel, Florida 33967 Don DuBrasky 239-472-1502	Cardno ENTRIX 13700 Ben C. Pratt Six Mile Cypress Pkwy, Suite 1 Fort Myers, FL 33912 Gary Susdorf, 239-828-7025	\$375,850 Change Order \$24,230	Completed	100%	100	Mar-15
City of West Palm Beach Eastern Wellfields Wells 15 thru 20 Project#14311	City of West Palm Beach 401 West Clematis Street 4TH Fl West Palm Beach, FL 33401 Edna Bonelli 561-494-1010 ext 1157	Mock Rose & Associates 5720 Corporate Way West Palm Beach, FL 33407 John Calmes/P.E. 561-371-5695	\$2,959,260,000 Change Order \$139,056	Completed	100%	265	Dec-15
City of West Palm Beach ECRWRF MW DZMW 4, 6 & 7 Wellhead Replacement & DZMW2 Lower Zone Abandonment Proj # 14993416	City of West Palm Beach 401 West Clematis Street 4TH Fl West Palm Beach, FL 33401 Jeremy Covey 561-835-7453	Mathews Consulting Inc. 477 S Rosemary Ave., Suite 330 West Palm Beach, FL 33401 561-655-6175	\$348,000 Change Order \$19,416	Completed	100%	195	Feb-15
Seacoast Utility Authority Replacement of Surficial Aquifer Production Well BR-21A Burns Road Proj. No. 13-545-W	Seacoast Utility Authority 4200 Hood Rd. Palm Beach Gardens, FL 33410	Holtz Consulting Engineers 50 S. us Hwy., One, Suite 206 Jupiter, Florida 33477 561-575-2005	\$383,870 Change Order \$38,286	Time Exten. 182	100%		
Palm Beach County 1500 N. Jog Rd West Palm Beach, Florida 33417	Palm Beach Co. Water Utilities Dept. 8100 Forrest Hill Blvd. West Palm Beach, FL 33413 Tom Uram: 561-493-6000	Palm Beach Co. Water Utilities Dept. 8100 Forrest Hill Blvd. West Palm Beach, FL 33413 Tom Uram: 561-493-6000	\$1,668,119 Change Order \$165,430	Complete 0	100%	270	Jan-15
WTP Plant 2 Contract 1 Remote Well Facilities	City of Clearwater 100 S. Myrtle Ave. Clearwater, FL 33759-4748 Robert Maue, Project Mgr. 727-224-2535	Relias Engineering Inc Douglas P. DuRaine, PG 407-416-0251 21133 US Hwy 19 N Clearwater, FL 33765 Janine Alexander, P.E.	\$ 2.3 M Change Order (\$304,339) ODP	Complete 0	100%	365	May-14
Expansion Clearwater, FL 10-0039-UT-(A)				Time Exten. 0			Apr-15

Southeast Drilling Services, Inc.

Southeast Drilling Services

REFERENCES
CONTRACTORS WORK IN PROGRESS / COMPLETED

PROJECT NAME/LOCATION	PROJECT OWNER, ADDRESS, TELEPHONE NUMBER & REPRESENTATIVE	PROJECT ENGINEER & REPRESENTATIVE ADDRESS & TELEPHONE NUMBER	PROJECT VALUE	PROJECT STATUS	DATE COMPLETED	CONTRACT SCHEDULED DAYS	SCHEDULED COMPLETED DATE
Reservoir No. 2 Brackish Wellfield Expansion Project Clearwater 10-0033-JT	City of Clearwater 100 S. Myrtle Ave. Clearwater, FL 33756-4748 Robert Maue, Project Mgr. 727-224-2535	SEA Environmental Services, Inc. 3816 W. Linebaugh Av., Suite 200 Tampa, FL 33618 John Palmer, P.G. 813-690-5557	\$1.6 M Change Order (\$94,671)	Complete Time Exten. 0	May-14	300 Days	Nov-13
City of Sanford Hidden Lakes Aquifer Well 8	City of Sanford 300 N. Park Av (City Hall) Sanford, FL 32771 Paul Moore, PE, Utility Dir. 4076885108	Ardaman & Associates, Inc. Water Resources Dept. 8008 S. Orange Av. Orlando, FL 32809 Douglas P. Dufresne, PG 407-416-0251	\$442,250 Change Order \$176,455	100% Time Exten. 59	May-14	135	Dec-14
City of Sanford Hidden Lakes Aquifer Well 7	City of Sanford 300 N. Park Av (City Hall) Sanford, FL 32771 Paul Moore, PE, Utility Dir. 4076885108	Ardaman & Associates, Inc. Water Resources Dept. 8008 S. Orange Av. Orlando, FL 32809 Douglas P. Dufresne, PG 407-416-0251	\$334,541 Change Order 1. \$7,341.00 2. \$43,905.00	100% Time Exten. 115 days 90 Days	Jun-14	325 days	Jun-14
SWWRF Deep Injection Well Rehabilitation # 13-1205CD Manatee	Manatee County Public Works Dept 1022 - 28th Av. E. Bradenton, FL 34208 Kent Bontrager, PE 941-708-7450 Ex 7331	CH2M Hill 4350 W. Cypress St Tampa, FL 336047 Peter Larkin 813-874-0777	\$273,300	Complete	Jun-13	45 Days	Jun-13
Algalen Biofuels Research and Development Facility Injection Well System Project # 02184002 Fort Myers, FL	Algalen Biofuels 16121 Lee Road Fort Myers, FL 33912 561-282-7819 Paul Peterson	Cardno ENTRIX 13888 Colonial Boulevard Fort Myers, FL 33912 239-574-1919 John Bahul, PG	\$1,457,830	Complete	Apr-13	140 days	
City of Mount Dora Eastern Service Area WTP Production Wells 362-561-9118 Paul M. Lahr, PE Palm Beach County So County Regional Park "A" Recharge Wells Proj. No. 09211	City of Mount Dora Public Works & Utilities Department Mount Dora, FL 32757 PBC - Capital Improvements Division 2633 Vista Pkwy. West Palm Beach, FL 33411 561-233-0280	Booth, Em, Straughan, Hlott 350 North Sinclair Ave. Robert A. Em Jr. PE 352-267-2449 Miller Legg 2005 Vista Pkwy. Suite 100 West Palm Beach, FL 33411 Christopher Holmes, P.E.: 561-689-1138	\$223,150 \$1,094,821	Complete Complete	Jul-12 Feb-12	120 days 300	
Sarasota County Central County WRF Deep Injection Well Proj. No. 2011-016	Sarasota County Utilities 1001 Sarasota Center Blvd. Ft. Myers, FL 33908 Jack Gibson: 941-861-0548	Adkins Global 4030 West Boy Scout Blvd. Suite 700 Tampa, Florida 33607 Kevin Dorsey.: 813-281-8272	\$906,347	Complete	Oct-11	180	Oct-11
City of Boca Raton Test Pilot Holes Construction Well Nos. 28W, 31W & 33W Proj. No. 78424	Boca Raton Utility Services 1401 Glades Rd. Boca Raton, FL 33431-6417 561-338-7300 Greg Esser	CDM 6365 NW 6th Way Suite 200 Ft. Lauderdale, FL 33309 Stewart Megenthaler: 954-776-1731	\$128,071	Complete	Aug-11	180	Aug-11
Sarasota County Hood Rd. Well No. 1 & Richard Rd. Well No. 4 Replacement Proj. No. 09-476-W	Sarasota County Utilities 4200 Hood Rd. Palm Beach Gardens, FL 33410	AECOM 3550 SW Corporate Pkwy. Palm City, FL 34990 561-627-2500	\$519,487	Complete	Jun-11	333	11-Jun

**SOUTHEAST DRILLING SERVICES
EQUIPMENT LIST**

Attachment D 1 OF 4

ATV	Yamaha "Big Bear" YF350FX	1990
Backhoe	Ford	1991
Backhoe	Case 580K	1990
Backhoe	JCB 214S Series 2	1995
Backhoe	John Deere	-
Backhoe/Loader	Komatsu WB150-2	2006
Backhoe/Loader	JCB 4CX	2007
Backhoe/Loader	JCB 4CX -14	2014
Car	Ford Expedition	2011
Compressor	080 CFM "Lindsay"	1982
Compressor	750 CFM "Sullair," Model 750DTQ John Deere Engine, Model 6076AF-00(L)	-
Compressor	375 CFM "Sullivan"	1992
Compressor	375H CFM "Sullair"	1999
Compressor	375 CFM "Sullair"	2000
Compressor	Emglo Tank Mounted	1999
Compressor	Ingersol Rand XHP1170WCAT	
Crane	18 Ton Grove RT60S 4x4	1981
Crane	35 Ton Terex RS70100 • Sterling LT-7501	2007
Crane / Volvo	Manitex Crane / Volvo	1998
Drill	MiniStar • Int'l Series 1800 4x4	1988
Drill	SS-15IIICF • Peterbilt	1988/trk
Drill	SS-SD200 • Ford L-9000	1989
Drill	GD2500 • Crane Carrier Truck	1981
Drill	Gardner Denver 3000 -Trailer	1975
Drill Pipe	1000' 3.5 IF	1998
Forklift	Massey Ferguson - Scrambler	1989
Gear, Right Angle	S200A 200 HP	2012
Generator	125KW, John Deere Engine, Model BCJD130SSA & Trailer	2005
Generator	256KW, John Deere Engine, Model BCJD300SSA & Trailer	2005
Generator	45KW Terex / Boss	
Generator	250KW, Stamford UCD 274	
Greyline Flow Meter	PTFM 1.0 A-1 Flow Meter/ Greyline Instruments	
Hoist	Pump Hoist No. 1 G&R 2000 • Ford F-450	2003
La Machine	La Machine	1994
Level	Survey	-
Light Tower	Wacker LTC L	2006
Light Tower	Light Source 2006	2005
Loader	Caterpillar IT24F	1999
Misc Equipment	Misc Equipment	-
Mud Cleaning System	MC-T260, Model 3MC1260-1143 (Little)	2000

**SOUTHEAST DRILLING SERVICES
EQUIPMENT LIST**

Mud Cleaning System	Tango 350, Model BF6M1012C	2002
Mud Cleaning System	8,000 Gallon, Charge Pump/Double Life	-
Office Equipment	Office Equipment	-
Power Unit	Crysler L.P. Engine 360CI	-
Power Unit	Detroit 8V-71 - GMC Engine	-
Power Unit	Detroit 6-71 - GMC Engine	-
Power Unit	Perkins T6.3544 Engine	-
Power Unit	Detroit Diesel Series 60 6064-MK33	?
Pressure Washer	Pressure Washer	-
Pump	Test, Jacuzzi 14XC	-
Pump	Test, J-Line/8MCA Submersible, 30 HP Hitachi Motor	-
Pump	Test, J-Line 6" Submersible	1997
Pump	Test, J-Line N16KCA	1998
Pump	Test, Jacuzzi 8YC	1989
Pump	Test, Jacuzzi 10ZCA-3	1999
Pump	Trash, 6" Hatz	-
Pump	Test, J-Line 75S12WC-2	2002
Pump	Acid, Wilden 2" WI 08-12040	2003
Pump	Trash, Gorman Rupp, Model T-683-B (6x6 T Series) & Trailer	-
Pump	Wheatley 6x6 10-36 Duplex, Perkins 1104C Diesel Engine & Trailer	1949
Pump	4x3 Mission Magnum Centrifugal, 175 HP John Deere Engine, Model 6059TF001	Old
Pump	Trash, Thompson John Deere Engine, Model 8" HT-DJDST-4045 & Trailer	2007
Pump	Test, Gould's 11CLC-1 CI/BF Submersible	-
Pump	Test, Gould's 10RJMC-1 Submersible	-
Pump	Test Pump VLS 12YCA-4 w/170' of 8"x1-1/2" col	2012
Pump	Test Pump Sub 6CY-5	2010
Pump	Test, Mc Propeller Meter M0306	2013
Pump	Trash Pump, Flygt NS 3153 HT on Mud System#92	2014
Pump	Trash, Ford 6" , Gorman Rupp 10 Series	-
Pump	Cement Pumper 2015	-
Pump	Cement Pumper #1	-
Road Tractor	Ford LTN 9000	1993
Road Tractor	Volvo WG64T	1996
Road Tractor	Int'l 9400	2004
RV	Forest River, Salem 31QBSSLE w/Honda Generator	2005
RV	Shasta 30'-8" Camper	2004
Storage	Shed / 20' Box Steel	-
Storage	Shed / 20' Box Steel # 2	-
Storage	Container / 20' #3	-
Storage	Container / 20' #4	-
Storage	Container / 20' #5	-

**SOUTHEAST DRILLING SERVICES
EQUIPMENT LIST**

Storage	Container / 20' #6	-
Storage	Container / 20'	-
Tank	Small Fuel (200 gal)	-
Tank	Large Fuel (500 gal)	-
Tanker	Certi Tank Trailer	1962
Tanker	Tanker Trailer / 7800 Gal / Mose	1987
Trailer	Ferry	1967
Trailer	Grouting (Homemade)	1982
Trailer	Blair Gooseneck (Grey)	1987
Trailer	Environmental	1992
Trailer	Trailstar Gooseneck (Yellow)	1996
Trailer	Fruehauf 40' Semi-Box	1974
Trailer	42' Great Dane (Flatbed)	1974
Trailer	Phoenix Drop Deck	1989
Trailer	Champion / John Deere	2000
Trailer	Great Dane Flatbed/Drill Rod	1988
Trailer	Witzco Lowboy RG 35	2005
Trailer	Champion Gooseneck, Model GN-25-2	2006
Trailer	Utility	2006
Trailer	5x8 Utility (JB Homemade)	-
Trailer	Transcraft - Flatbed	2006
Trailer	Big Tex Dump Trailer	2010
Trailer	Big Tex Dump Trailer	2009
Trailer	Big Tex Dump Trailer	2011
Trailer	Dog House Trailer / Gardner Denver 3000	1975
Trailer	Champion Trailer 2014/ARNI	2014
Trailer	Champion Trailer #2 (2014)	2014
Trailer	2008 AMEA BS	2008
Trailer	Great Dane Flatbed Trailer	1996
Transducer	100 PSIG PT2X Smart Sensor	-
Transducer	100 PSIG PT2X Smart Sensor	-
Transducer	030 PSIG PT2X Smart Sensor	-
Truck	GMC Brigadier Water Truck	1979
Truck	GMC Water Truck	1979
Truck	Mack CS200P (Mid-Liner Flatbed)	1989
Truck	Ford F-350 Flatbed	1997
Truck	American Military 6x6	1970
Truck	Int'l S-4900 (Water Truck)	1991
Truck	Int'l F-2375 Tandem Water Truck	1988
Truck	Ford F-250 (SED)	2005
Truck	Ford F-250 (Bart's)	2015
Truck	Ford F-250 (J.B.'s)	2008
Truck	Ford Super Duty F-350 DRW	2006
Truck	Ford F-150 (Bill's)	2015
Truck	GMC Yukon	2016
Tubing	Hydri	-
Welder	Miller	-

**SOUTHEAST DRILLING SERVICES
EQUIPMENT LIST**

Welder	Miller Bobcat 225 NT	1997
Welder	Miller Bobcat	-
Welder	Miller Bobcat	-
Welder	Miller Bobcat	1997
Welder	Miller Bobcat 225 NT	-
Welder	Bobcat 225 NT	-
Welder	Bobcat 225 NT	-
Welder	Miller Bobcat 225 NT USED	1998
Welder	Miller Bobcat 225 KOHLER 907498001	2012

RESOLUTION
BOARD OF DIRECTORS
OF
SOUTHEAST DRILLING SERVICES, INC.

August 1, 1995

The Board of Directors of Southeast Drilling Services, Inc. have resolved on this day August 1, 1995, at the annual meeting of the Board of Directors that, W. B. Ziegler, President and Board member, has been deemed authority to represent the Corporation and to execute contracts and agreements on behalf of the corporation as appropriate.


Sonya P. Ziegler, Secretary



State of Florida

Department of State

I certify from the records of this office that SOUTHEAST DRILLING SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on June 27, 1994, effective June 24, 1994.

The document number of this corporation is P94000051306.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 9, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of January, 2017*



Ken Reitzner
Secretary of State

Tracking Number: CC4103906457

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

RICK SCOTT, GOVERNOR

KEVIN LAWSON, SECRETARY

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

LICENSE NUMBER

CGC1508910

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



ESPINAL, FERNANDO AUGUSTO
SOUTHEAST DRILLING SERVICES INC
10614 E US HIGHWAY 92
TAMPA FL 33610



ISSUED: 06/18/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406180001232



July 31, 2017
Expiration Date

Well Construction Section
Water Use Permit Bureau



July 31, 2017
Expiration Date

Well Construction Section
Water Use Permit Bureau



July 31, 2017
Expiration Date

Well Construction Section
Water Use Permit Bureau

State of Florida

Board of Professional Engineers

Attests that
William Bart Ziegler, P.E.



FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2017

Audit No: 228201711031

P.E. Lic. No:

45438



SOUTDRI-01

BWARNER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ASSOCIATES AGENCY, INC.
11470 N 53rd St
Temple Terrace, FL 33617

CONTACT NAME:
PHONE (A/C, No, Ext): (813) 988-1234 FAX (A/C, No): (813) 988-0989
E-MAIL: certs@associatesins.com
ADDRESS:

INSURED

Southeast Drilling Services Inc.
10614 E US Hwy 92
Tampa, FL 33610

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FCCI INSURANCE CO.	10178
INSURER B: National Trust Ins. Co.	20141
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOG OTHER:		GL 0018007-02	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 EMPLOYMENT PRAC \$ 100,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA100002880-01	07/01/2016	07/01/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		UMB0021401-02	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	001-WC16A-73818	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Commercial Inland Ma		CM 0008755-02	07/01/2016	07/01/2017	Rented/Leased Equip 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director



CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

ADDENDUM No. 1

ITB No. 049-16

Central WTP Injection Well MIT

City of Plantation

DATE OF ADDENDUM: December 22, 2016

TO ALL PROSPECTIVE BIDDERS:

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for ITB No. 049-16.

The following Changes shall be made to the Contract Documents:

1. Section 13199, Mechanical Integrity Testing

In Article 1.01, Paragraph D, REPLACE the year "2016" with "2017".

Bid **must** be stamped on or before January 24th, 2017 **11:00 A.M.** by the City Clerk, City of Plantation, 400 NW 73rd Avenue, Plantation FL 33317.

All other terms, conditions and specifications remain unchanged for ITB No. 049-16.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

COMPANY NAME: _____



Plantation
the grass is greener®

CITY OF PLANTATION

CONTRACT DOCUMENTS FOR

**CENTRAL WTP
INJECTION WELL MIT**

ITB NO. 049-16

**Contract Requirements,
Technical Specifications and
Drawings**

BID / PROPOSAL SET

December 2016

Hazen

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DRAWINGS

Figure No.	<u>Figure Title</u>
1	Location Map
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CITY OF PLANTATION

Invitation to Bid

COVER SHEET FOR BID

Project Title: Central WTP Injection Well MIT

Mandatory Pre-Bid Meeting Yes [] No [X]

If yes, Date: Time:

Location:

Bid Bond Required Yes [X] No []

Performance Bond Required Yes [X] No []

Liquidated Damages Yes [X] No []

Department: Utilities

Contact person (contract issues): Charles Spencer

Address: 400 NW 73 Avenue, Plantation, FL 33317

Telephone: 954 [797-2647]

Department: Procurement

Contact Person (technical issues): Charles Spencer

Address 400 NW 73 Avenue, Plantation, FL 33317

Telephone: 954 [797-2647]

Today's date: December 16, 2016

Opening date: January 24, 2017

Opening time: 11:00 AM

[59]9001-14001

NOTICE TO BIDDERS
Invitation to Bid #049-16

CITY OF PLANTATION
PLANTATION, FLORIDA

The City of Plantation, Florida is soliciting bids for *Central WTP Injection Well MIT*. The project will generally consist of, but is not limited to, the following:

Performance of Mechanical Integrity Testing on one injection well

Proposals will be accepted until 11:00 am. on Tuesday, January 24, 2017, at City Hall, Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, at which time Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the Bidder to insure that bids are received no later than the time indicated above. **Bids received after that time will not be considered.**

Detailed specifications containing Instructions and Bid Forms may be obtained from Charles Spencer in the Procurement Division, 400 NW 73 Avenue, Plantation or through the Plantation website of www.Plantation.org. The bid may also be obtained from the web link <http://ftp.plantation.org> or www.Demandstar.com website. All questions may be addressed in writing to the [Central WTP Injection Well MIT], 400 NW 73rd Avenue, Plantation Florida 33317. [Charles Spencer] can be reached at [954-797-2746], Monday through Friday, 8AM to 4PM, Email: [espenser@plantation.org].

- [X] Proposals must be sealed and the INVITATION TO BID number and proposal title must be plainly marked on the outside of the envelope. (*check if necessary*)
- [X] Proposal Security: All Proposals shall include a surety bond in the form set forth in paragraph 6.4 (**and on the Bid Bond Form provided**) of the Instructions to Respondents. The Penal Sum of the surety bond shall be (5%) of the total proposal. (*check if necessary*)

As a further condition precedent for consideration of any bid, such Bid must strictly comply with the Instructions to Bidder as issued by the City. The City reserves the right in its sole discretion to reject any bid which does not strictly comply with said Instructions to Bidder and further reserves the right to accept or reject any bid as set forth in said instructions.

Instructions to Bidders

Invitation to Bid #

1. Defined Terms:

Terms used in these Instructions to Bidders have the meanings assigned to them in the GENERAL CONDITIONS. The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

- 1.1 **Bidder:** One who submits a Bid directly to OWNER, as distinct from a sub-Bidder, who submits a bid to a Bidder.
- 1.2 **Successful Bidder:** When the City utilizes an INVITATION TO BID, the award shall be made to the responsible bidder who submitted the lowest bid, taking into consideration the evaluation factors and criteria set forth in the INVITATION TO BID.
- 1.3 **Contractor:** The Bidder with whom OWNER enters into a Contract for the Work.

2. Copies of Bidding Documents:

- 2.1 Complete sets of the Bid Documents for the fee stated in the "Notice to Bidders" may be obtained from the City of Plantation – Procurement Division, <http://ftp.plantation.org> or www.Demandstar.com.
- 2.2 Complete sets of Bid Documents shall be used in preparing Bids, neither OWNER nor the CITY REP that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.3 OWNER and CITY REP in making copies of Bid Documents available the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders:

No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to OWNER, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said OWNER, or who is deemed irresponsible or unreliable by OWNER. The City shall have no liability to any successful Bidder unless and until the City executes a contract with such successful Bidder.

OWNER shall also have the right, unless prohibited by law, to meet with one or more Bidder after bids are opened to ensure that all OWNER's expectations with respect to

performance can be met and that the requirements and scope of the Contract Work are clearly understood.

4. Examination of Bid Documents and Site:

- 4.1 Before submitting a Bid, each Bidder(s) must (a) examine the Bid Documents thoroughly; (b) visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) familiarize themselves with Federal, State, and local laws, ordinances, Florida Building Code or other applicable construction codes, rules and regulations affecting the performance, cost, progress, or furnishing of the Work; (d) study and carefully correlate their observations with the requirements of Contract Documents, and (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.
- 4.2 Bidders should also note any references made to the Specifications for identification of those surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance, cost, progress or furnishing of the Work which have been relied upon by CITY REP in preparing the Drawings and Specifications, if any. OWNER will make copies of such surveys and reports, which are not bound into these documents, available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Bid Documents.
- 4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Article 4 and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 4.4 Any information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and CITY REP by owners of such Underground Facilities or others, and neither OWNER nor CITY REP assumes responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in SUPPLEMENTARY CONDITIONS.
- 4.5 SUPPLEMENTARY CONDITIONS, if any, may identify for limited reliance by the contractor certain specified technical data. These (as well as other documents) should be reviewed.
- 4.6 Before submitting a Bid, each Bidder will, at its own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which

pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine their Bid price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

- 4.7 On request in advance, OWNER will provide each Bidder access to the site to conduct explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.8 The lands upon which the Work is to be performed, and the right-of-ways and easements for access thereto and other lands designated for use in performing the Work are identified in the Bid Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment or construction operations are to be provided by the CONTRACTOR.

5. Interpretations and Addenda:

All questions about the meaning or intent of the Bid Documents shall be submitted to CITY REP in writing, with a copy to OWNER. Interpretations or clarifications considered necessary by CITY REP in response to such questions will be issued by Addenda mailed or delivered to all parties and recorded by OWNER'S Purchasing Department as having received the Bid Document. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the option of the OWNER. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

6. Bid Security:

- 6.1 A bid bond [X] is [] is not required for this bid. The amount and type of Bid Security is stated in the "Notice to Bidders" where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department. The form of the bid security is set forth in paragraph 6.4

- 6.2 The Bid Security of the Successful Bidder will be retained until such successful Bidder and the OWNER have executed the Agreement and furnished the required insurance and Contract security [for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the later of a Notice of Award or demand to execute contract, unless such deadline is extended by the OWNER, the Bid Security of that Bidder will be forfeited.
- 6.3 The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until earlier of the seventh calendar day after the executed Agreement is delivered by OWNER to CONTRACTOR and the required Contract Security and insurance is furnished, or the ninety-first (91st) day after the Bid opening. Bid Security of other Bidders will be returned within twenty-one (21) calendar days of the Bid opening.
- 6.4 The Bid Bond or security shall contain the following language:
“Now, therefore, if the Owner shall accept the Bid of the Contractor and the Contractor shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the Owner, and furnish insurance coverages to Owner as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the Owner immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Owner may accept the Bid of the Contractor and said Surety does hereby waive notice of any such extension.”

7. Contract Time:

The number of calendar days within which the Work is to be completed is specified in Article 3 of the Agreement. *[If this is a term contract, input the years of the term]*

8. Subcontractors, Suppliers and Others:

- 8.1 OWNER requires the identity of major Subcontractors working on the project and Suppliers of unique material or products to be submitted to OWNER in advance of the Notice of Award the apparent Successful Bidder. Any other Bidder requested by City in writing will, within seven (7) calendar days, submit to OWNER a list of all Subcontractors, Suppliers and other persons and organizations (including those who are to

furnish the principal items of material and equipment) proposed for portions of this Project. An experience statement shall accompany such list with pertinent information as to similar projects and other evidence of qualifications for each identified Subcontractor, Supplier, person and organization.

- 8.2 If OWNER or CITY REP after due investigation has reasonable objection any proposed Subcontractor, Supplier or other person or organization, may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder whose bid is determined to be the most advantageous to the City taking into consideration the evaluation factors and criteria set forth in the INVITATION TO BID or the code if none are provided in the INVITATION TO BID that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The Bidder declining to make requested substitutions would not constitute grounds for sacrificing the Bid Security of any Bidder.
- 8.3 No Bidder shall be required to employ any Subcontractor, other person or organization against whom Bidder has reasonable objection.

9. Bid Form:

- 9.1 The Bid Form is included with the Bid Documents; additional copies may be obtained from the Purchasing Division at the reproduction cost of \$.25 per page.
- 9.2 All blanks on the Bid Forms must be completed in ink or by typewriter and submitted in triplicate. The bid price of each item on the form must be stated in words and numerals; in case of conflict, words will take precedence. Whiteout of prices or words and numerals on Bid Form is not permitted.
- 9.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign). The corporate seal must be affixed and attested by the secretary or an assistant secretary or notarized by a licensed Notary together with a corporate Resolution authorizing the submittal of the bid. The corporate address and state of incorporation must be shown below the signature.
- 9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

- 9.5 All names must be typed or printed below the signature. The signer shall date all signatures.
- 9.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 9.7 The address and telephone number for communications regarding the Bid must be shown.

10. SUBMISSION OF BIDS:

- 10.1 Bids shall be submitted before the time and at the place indicated in the Notice to Bidders and shall be submitted in a sealed package. The package shall be marked on the exterior with the Project title and, if applicable, the designated portion of the Project for which the Bid is submitted and with the name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "SEALED BID PACKAGE ENCLOSED" on the face thereof. Only bids stamped "RECEIVED" by the City Clerk's Office by the time and date stated in the Notice to Bidders shall be considered.
- 10.2 Bidders shall submit one separate unbound copy of the Bid Form, Bid Bond, Drug-Free Workplace Form, Public Record Compliance Certificate, Questionnaire, Non Collusive Affidavit, Public Entity Crimes Form and any other form herein with each copy of the Bid Documents purchased by the prospective Bidders.
- 10.3 More than one Bid received for the same work from an individual, firm or partnership, a Corporation or Association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidders is interested. If there are reasonable grounds for believing that collusion exists among the Bidder, the Bids of participants in such collusion will not be considered.

11. Modification and Withdrawal of Bids:

- 11.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 11.2 If within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a

material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Bid Documents.

12. Opening of Bids:

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

13. Bids to Remain Subject to Acceptance:

- 13.1 All bids MAY remain subject to acceptance for sixty (60) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return any Bid security prior to that date.
- 13.2 Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between OWNER, the Successful Bidder, and the surety, if any, for the Successful Bidder.

14. Award of Contract:

- 14.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities, incompleteness, or irregularities not involving price, time or material changes in the Work, and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced, incomplete, irregular, or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 14.2 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bidder and to establish the responsibility, reputation, work load, qualifications and financial ability of Bidder, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.
- 14.3 The OWNER shall not be obligated to any Bidder to enter into a contract with the Bidder despite the OWNER governing body prospectively awarding the contract to a successful Bidder. The OWNER shall be obligated to any Bidder for the project if and only if the OWNER enters

into a contract for the project with the Bidder, and further, no action will lie against the OWNER to compel OWNER to execute any such contract, or to recover from the OWNER any damages, costs, lost profits, expenses, etc., that Bidder may incur if the OWNER chooses not to sign such contract. By bidding on this project, all Bidders acknowledge and agree that no enforceable contractual relationship arises until the OWNER signs the contract, and that no action shall lie to require OWNER to sign such contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the OWNER not signing such contract.

14.4 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award.

14.5 Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages indicated for Substantial Completion for each day after the desired date appearing in Article 19 of this Document.

15. Contract Security:

When the Successful Bidder delivers the executed Agreement to OWNER, the required Public Construction Bond must accompany it. This bond shall be required for all Projects having an estimated construction cost of \$200,000 or greater or such lesser amount stated in any future amendment to Section 255.05, Florida Statutes. The Public Construction Bond shall also apply to smaller Projects when required by Bid Documents.

16. Signing of Agreement:

When OWNER gives a Notice of Award to the Successful Bidder, the OWNER will follow-up by forwarding at least three (3) unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter, unless extended by OWNER, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within fifteen (15) days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

17. Taxes:

The CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

18. Insurance Requirements:

All Bond and Insurance requirements are described in the GENERAL CONDITIONS and detailed in Tab 4 of this solicitation.

19. Liquidated Damages:

OWNER and CONTRACTOR recognize that time is of the essence as to Completion and that OWNER will suffer financial and other losses, if the Work is not completed within the time specified, plus extensions therefor allowed. OWNER and CONTRACTOR recognize the delays, expense and difficulties involved in proving in a legal 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 _____ per day (or \$500 per day if not filled in) for each day that expires after the time specified for Substantial Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work has obtained Substantial Completion, and _____ per day (or \$250 per day if not filled in) for each day that expires after the time specified for Final Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work reaches Final Completion.

20. Indemnity:

The Contract documents contain indemnification provisions, which are found in Paragraph 5.31 of the General Conditions, which indemnities are hereby incorporated by reference as if fully set forth herein.

21. Schedule of Values:

The proposed schedule of values shall be submitted with the proposal so that the City may review it in connection with a determination on whether the proposal is balanced. The City may adjust the schedule of values with Supplementary Conditions to the Contract.

22. Text of Proposed Contract Documents:

The Bidders shall review the text of the Contract Documents referred to or referenced herein. In the event Bidders have any objection to the terms of such documents, the objections shall be disclosed at the time the bid is submitted.

23. Fees Waiver Disclosure:

The OWNER shall not require the CONTRACTOR to pay any of the OWNER's permit fees, license fees, impact fees, or inspection fees or any of the other usual OWNER permits and fees that may be associated with a construction project. These fees will be waived or paid by the OWNER, if payment cannot be waived. Without limiting the foregoing, CONTRACTOR shall pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work except City of Plantation

permits and fees which shall be waived (except for so much of said City of Plantation fees as the OWNER is required to remit to other governmental agencies).

END OF DOCUMENT

[136]9001-14001

City Of Plantation

INSURANCE REQUIREMENTS

Statement

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "B" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

Insurance

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

Additional Insured

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors "**Your Work**" as defined in the insurance policy and liability arising out of the products & completed operations hazard.

City Of Plantation

Commercial General Liability

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **\$500,000** Each Occurrence, and **\$1,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **\$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

Business Automobile Liability

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers Compensation & Employers Liability

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

Umbrella Excess Liability

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

Professional Liability

If required by contract will be a minimum of **\$100,000**.

Waiver of Subrogation

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

City Of Plantation

Certificate(s) of Insurance

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty (30) days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

INSURANCE

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following examples of insurance.

Schedule

Limits

Commercial General Liability	\$1,000,000 Each Occurrence
Blanket Contractual Liability	\$1,000,000 Each Occurrence
Independent Contractors	Premises-Operations
Products & Completed Operations	Personal /Advertising Injury
Blanket Contractual Liability	Independent Contractors
Automobile Liability	
Any auto including Hired & Non-owned	\$1,000,000 Combined Single Limit
Broad Form Property Damage	\$1,000,000 Each Occurrence
Blanket X,C,U Hazards	If required (Included)
Workers' Compensation	Florida 440 Statutory Coverage
Employers Liability	\$1,000,000 Each Accident
Disease Policy Limit	\$1,000,000

City Of Plantation

Bonds:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

Other Insurance Provisions:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.
- B. The city reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential exposures.
- C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City Of Plantation guidelines for contract work.

THE UNDERSIGNED CONTRACTOR HAS READ THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

WITNESS

CONTRACTOR

DATE

CITY OF PLANTATION

EVALUATION CRITERIA ITB

In evaluating Bids, OWNER will consider the following criteria of the Respondents;

- a. The ability, capacity and skill of the respondent to perform under terms of the bid documents;
- b. Whether the bidder can perform the contract or provide the materials or services promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- d. The quality of performance of previous contracts and the providing of materials or services, or both;
- e. The previous and existing compliance by the bidder with the laws and ordinances relating to the contract, or providing of materials or services, or both;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the materials or services, or both;
- g. The quality, availability and adaptability of supplies, equipment, or contractual services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of conditions attached to the bid; and
- j. Prior litigation experience.

as may be requested in the Bid form or prior to the Notice of Award. OWNER will also consider any applicable ordinance or statutory criteria applicable to the Project.

The City will award the contract to the responsible and responsible bidder who submitted the lowest bid.

[61]9001-14001

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: []

NAME: []

ADDRESS: []

TELEPHONE NO.: []

FAX NO.: []

EMAIL ADDRESS: []

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: []

The address of the principal place of business is: []

The business is a (Sole Proprietorship) [] (Partnership) [] (Corporation) []

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: []
- b. State of Incorporation: []
- c. President's Name: []
- d. Vice President's Name: []
- e. Secretary's Name: []
- f. Treasurer's Name: []
- g. Name and address of Resident Agent: []

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: []
- b. Name, address and ownership units of all partners:
[]
- c. State whether general or limited partnership: []

4. If Bidder is other than an individual, corporation or partnership, describe the organization and

give the name and address of principals:

[]

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name: []

a. Under what other former names has your organization operated?

[]

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

[]

8. Have you personally inspected the site(s) of the proposed work? (Y) [] (N) []

9. Do you have a complete set of documents, including agenda? (Y) [] (N) []

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

[]

11. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

[]

12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

[]

13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

[]

14. State of name of Surety Company, which will be providing the bonds if any bonds are required by the Instructions to Bidder, and name, and address of agent:

[]

15. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.

[]

16. Provide a list of work currently under contract.
- []
17. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]
- []
18. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.
- []
19. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.
- []
20. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)
- []
21. Provide a list of equipment available to be committed to perform the work contemplated under this contract.
- []
22. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.
- []
23. Please attach a copy of your latest financial statement.

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____, who is personally known to me or who has produced _____
as identification and who did (did not) take an oath.

WITNESS my hand and official seal,

NOTARY PUBLIC

(NAME of Notary Public: Print,
Stamp or Type as Commissioned)

[97]9001-14001

Exhibit A
To Qualification Statement
LITIGATION HISTORY FORM
[ITB-049-16]

NAME OF RESPONDENT:

Party:	Respondent is <u>Plaintiff</u> : Yes [] No [] <u>Defendant</u> : Yes [] No []
Case Name:	
Case Number:	
Date Filed:	
Name of Court or other Tribunal	
Type of Case:	Civil [] Administrative/Regulatory [] Criminal [] Bankruptcy []
Claim or Cause of Action and Brief Description of each Count:	
Brief description of the Subject Matter and Project Involved:	
Disposition of Case:	Pending [] Settled [] Dismissed [] Judgment Respondent's Favor [] Judgment Against Respondent [] If Judgment Against, is Judgment Satisfied? Yes [] No []
(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	
Opposing Counsel:	Name: Email: Phone Number:

[101]9001-14001

COMPLIANCE UNDER SECTION 119.0701

FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH BID

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-797-2237, sslattery@plantation.org, 400 NW 73rd Avenue Plantation, FL 33317

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

Contractor: _____

By (sign): _____

Print Name: _____

STATE OF _____)
COUNTY OF _____)

I **HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

Notary Public, State of _____

Sign: _____

Print: _____

My Commission Expires: _____

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 the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that 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, proposal, or reply 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 the 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 action 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 convictions of, or plea of guilty or nolo contendere to, any violations 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 the above measures.

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

Signature

Printed Name

Company Name

Date

[27]9001-14001

CITY OF PLANTATION

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for [].
2. This sworn statement is submitted by [] (entity submitting sworn statement), whose business address is [] and its Federal Employer Identification Number (FEIN) is []. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: []).
3. My name is [] (please print name of individual signing), and my relationship to the entity named above is [].
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

“person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

☐
(Signature)

☐
(Date)

STATE OF FLORIDA

COUNTY OF BROWARD COUNTY

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____, who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20__.

(Notary Public)

My Commission Expires: _____ (seal)

[28]9001-14001

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the Bidder certifies that this bid is made independently and free from collusion.

Bidder shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the Bidder's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Bidder, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the Bidder does not indicate any names, the City shall interpret this to mean that the Bidder has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:

Typed name:

Typed name:

Bidder

By:

Name:

Title:

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____ - _____, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

Notary Public, State of _____

Sign: _____

Print: _____

My Commission Expires: _____

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A PARTNERSHIP

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

Printed Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Printed Name of Partner

Witness

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A CORPORATION

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

(CORPORATE SEAL)

ATTEST

By _____
Secretary

Printed Name of Corporation

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

Printed Name of President or other authorized officer

Address of Corporation

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (Name), _____ (Title) of _____ (Name of Company) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

Printed Name of Firm

By:

Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____
day of _____, 20__.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____ who is personally known to me or who has
produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed construction site located at the Central Water Treatment Plant, 900 NW 91st Ave, Plantation Florida 33324 and hereby have accepted the existing site conditions.

Authorized Representative

Company

Date

Failure to attest to the above may be grounds for rejection of proposal.

[50]9001-14001

TO BE RETURNED WITH BID

Cooperation with the Broward County Office of Inspector General

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

Notary Public, State of _____

Sign: _____

Print: _____

My Commission Expires: _____

[64]9001-14001

Local Business Certification Form

The undersigned affirms as true, under penalties of perjury, as follows:

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of City of Plantation Ordinance Number 2437, § 1 which codified Section 2-227 of the City Code.

Pursuant to Section 255.0991, for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of this competitive solicitation, Section 2-227 of the City Code **shall not** apply.

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such business is a Local Business as defined by the Code.

The undersigned claims qualification in the event that the Local Business Preference applies to this procurement and the business is determined to be a Qualified Local Business as defined by the Code.

Dated: _____

Signed: _____

Printed Name of Signor: _____

Title of Signor: _____

Name of Firm: _____

Sec. 2-227. - Local business preference.

(a)

Definitions. For purposes of this section, the following terms shall have the respective meanings as set forth in this subsection:

Business location means a permanent office or other use of property in which a vendor operates, conducts, engages in or carries on all or a portion of its business, provided that the mere use of a post office box shall not be sufficient to constitute a business location under this provision.

Local business means a vendor or contractor who has paid its local business tax to the City of Plantation at least six (6) months prior to bid or proposal opening date; does business in the city community by providing goods, services, or construction; and maintains a physical business address located within the jurisdictional limits of the city in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis. Post office boxes shall not be used for the purpose of establishing said physical address.

Qualified local business means a local business that satisfies the requirements under the bid or proposal guidelines to perform the services or goods requested.

Vendor means a sole proprietorship, partnership, corporation, limited partnership or limited liability corporation or other recognized business entity that offers to contract with the city for either goods or services.

(b)

Procedure; notice of option to match lowest response. The city shall give a preference to a qualified local business that responds to competitive procurement in the following manner:

(1)

If a qualified local business submits a response to one (1) of the city's competitive procurement processes set forth in [section 2-220\(b\)](#) (requests for sealed proposals) (but only where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will be available), (d) (requests for competitive proposals), [2-220\(e\)](#) (sealed bids in response to an invitation to bid), and [2-220\(f\)](#) (design build projects which are procured using a competitive proposal process), or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in [section 2-226\(b\)](#) and as may be increased or decreased by authorized adjustments, and the original response of the qualified local business is within five (5) percent of the low response, then the city shall give the qualified local business the opportunity to meet the price of the low response. The order of preference by which the qualified local business shall be given the opportunity to match the low response shall be from the lowest to the highest response, as long as the initial response was within five (5) percent of the low response.

(2)

The city shall give the qualified local business written notice of the opportunity to match the price of the low response within five (5) business days of determining the low response. There shall only be one (1) valid notice of an opportunity to match the price of the low response outstanding at any one (1) point in time. Notice shall be deemed received by the qualified local business by mailing or otherwise transmitting the notice to the address, email, facsimile or otherwise that was supplied by the qualified local business at the time of responding.

(3)

The qualified local business to whom a written notice has been mailed or otherwise transmitted must respond to the city in writing. If the qualified local business fails to file a response to the notice with the city within two (2) days of the posting or transmission of the notification of the

option to match the low response, then the failure to respond shall be deemed to be a denial of the opportunity to match the low response. Should the qualified local business choose to meet the price of the low response, then the city shall award the contract to the qualified local business. If no qualified local business accepts the option to match the low response, then the contract shall be offered to the lowest responder.

- (c) *Disclosure.* The requirements of the city's local policy shall be disclosed in all the city's competitive procurement processes to which this preference applies or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in [section 2-226\(b\)](#) and as may be increased or decreased by authorized adjustments.
- (d) *Exceptions.* The procurement preference set forth in this section shall not apply to any of the following purchases or contracts:
 - (1) Goods or services provided under a cooperative purchasing agreement or interlocal agreement;
 - (2) Purchases or contracts which are funded, in whole or in part, by a governmental entity where the laws, regulations, or policies governing such funding prohibit or prevent the application of the preference;
 - (3) Purchases made or contracts let under emergency or noncompetitive situations;
 - (4) Purchases with an estimated cost of less than the amount stipulated for informal bids, as referenced and indexed in [section 2-226\(b\)](#) (which is currently three thousand five hundred sixty-nine dollars (\$3,569.00)) and as may be increased or decreased by authorized adjustments;
 - (5) Purchases or contracts procured utilizing procurement processes set forth in [section 2-220\(b\)](#) (requests for sealed proposals) (except where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will apply) (c), (requests for qualifications), and (g) (design build projects and professional services contracts which are competitively procured using a qualifications based procurement process); and,
 - (6) Notwithstanding the above, any purchase using any of the available procurement processes in this Code wherein the procurement documents expressly indicate that the local business preference set forth in this section shall not be available.
- (e) The application of local preference to a particular purchase, contract, or category of contracts for which the city council is the awarding authority may be waived upon written justification and recommendation by the mayor and approval of the city council.
- (f) The preference established in this section does not prohibit the right of the city council or the mayor to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.
- (g) The response preference established in this section does not prohibit the city council, or mayor, from giving any other preference permitted by law in addition to the preference authorized in this section.

(Ord. No. 2437, § 1, 2-10-2010)

[96]9001-14001

BID BOND

Bond No.

CONTRACTOR:Name
Legal status
]Address**SURETY:**Name
Legal status
Principal place of business**OWNER:**City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317**BOND AMOUNT: \$****PROJECT:**

Name, location or address, and Project number, if any

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the Owner shall accept the Bid of the Contractor and the Contractor shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the Owner, and furnish insurance coverages to Owner as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the Owner immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Owner may accept the Bid of the Contractor and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Contractor's allegation that its entering into the contract was prevented or frustrated by the Owner, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: , 20__.

(Name of Contractor)By: _____
(As Attorney in Fact)_____
(Name of Surety)

[156]09001-14001

BID SCHEDULE
CITY OF PLANTATION
CENTRAL WTP INJECTION WELL MIT

Notice To All Bidders

It is the intent of the CITY to award this contract based on the Grand Total Base Bid for all bid items. In the event of a discrepancy between written figures and numbers, the former shall govern. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the CITY.

For each payment item, Bidder agrees to furnish all labor, materials, tools and equipment necessary to properly perform the work described herein and on the project drawings. A more detailed description of the Pay Items is located in Section 01025 of the Technical Specifications.

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total Or Extension</u>
1	Lump Sum	Injection Well MIT for the lump sum price of: _____ _____ _____ Dollars and _____ Cents	\$ _____
2	Lump Sum	Consideration for Indemnification for the lump sum price of: One Hundred ----- Dollars and No----- Cents	\$ 100.00

GRAND TOTAL BASE BID FOR ITEMS 1 THROUGH 2

**Bid Form
CITY OF PLANTATION**

Bid of Bidder

Address

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

PROJECT NAME: [Central WTP Injection Well MIT]
ITB No. 049-16
City of Plantation

TO: City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

The Undersigned Bidder proposes and agrees if this bid is accepted, to enter an agreement with the OWNER to complete 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 Contract Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This bid will remain open for thirty days after the day of Bid Opening. Bidder will sign the agreement and submit the contract security and other documents required by the Contract Documents within 15 days after the date of Owner's Notice to Award.

In submitting this bid, Bidder represents as more fully set forth in the Agreement, that:

- A. Bidder has examined copies of all the Contract Documents and of the following Addenda:
(if any addenda have been issued)

DATE:

ADDENDA NUMBER:

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

- B. Bidder has examined the site and locality where the work is to be performed, the legal requirements Federal, State and Local Laws, Ordinances, Rules and Regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

- C. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization 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 a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
- D. BIDDER shall complete the Work for the following price. It is the OWNER'S intent to award a contract based upon the total base bid amount.

TOTAL BASE BID AMOUNT:

Dollars

\$

Bidder agrees that the Work will be completed within the time identified in the Agreement after the date when the Contract time commences to run as provided in Paragraph 2.3 of the General Conditions (Notice to Proceed).

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

Communications concerning this Bid shall be addressed to the address of Respondent indicated below.

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The undersigned also agrees as follows:

First: to do any extra work not covered by the foregoing Schedule of Price which may be ordered by the OWNER, and to accept as full compensation therefore, such prices may be agreed upon in writing by the OWNER and the BIDDER pursuant to the applicable provisions of the General Conditions.

Second: Within fifteen days from the "Notice of Award", of this bid, to execute the Contract and to furnish to the OWNER a satisfactory Performance Bond in the approved City form, guaranteeing the faithful performance of the Work and payment of bills, the BIDDER to pay for said bond.

Third: To begin work on the date specified in the "Notice to Proceed". Accompanying this bid is a certified check, cashier's check or Bid Bond for 5% of Bid payable to the City of Plantation which is to be forfeited if, in the event that this Bid is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or Bid Bond is to be returned as provided herein.

SUBMITTED ON , 20

SIGNATURE OF BIDDER:

TITLE (if any):

ADDRESS:

Incorporated under the laws of the State of Florida.

[46]9001-14001

AGREEMENT

This Agreement is dated as of the [____] day of [____], in the year 201[____], by and between:

CITY OF PLANTATION, FLORIDA
a municipal corporation
400 NW 73rd Ave
Plantation, Florida 33317
(hereinafter referred to as City)

AND

[Enter Contractor Name]
[Enter Contractor Address]
[Enter City, State and Zip]
(Hereinafter referred to as Contractor)

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

Article 1 – WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Contract documents for the project entitled:

City of Plantation
[Central WTP Injection Well MIT]
[ITB No. 049-16]

and generally described as follows but not limited to: [performance of injection well mechanical integrity testing] as further defined in the Specification/Scope of Services

Article 2 – ENGINEER

The OWNER has engaged [Hazen and Sawyer] who is hereafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contracts Documents in connection with completion of the work in accordance with the Contract Documents. [Enter "N/A" if this section does no pertain to the contract documents]

Article 3 – CONTRACT TIME

The initial contract period shall be for [Enter number of years], commencing [Month, date and year]. In addition, the City reserves the right to renew the contract for [Enter the additional renewal periods allowed], under the same terms, conditions and specifications contingent upon Budget approval.

Or If a Construction Contract

The work will be substantially completed within [Twenty Eight (28)] calendar days and finally completed within [Fifty Six (56)] calendar days after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 19 of the Instructions to Respondents contains Liquidated Damages provision.

In the event the services are scheduled to end either by contract expiration or by termination by the City of Plantation (at the City's discretion), the contractor shall continue the services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing contract. The contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

Article 4 – COMPENSATION/PAYMENTS

The OWNER shall pay to the CONTRACTOR for the performance of the Work \$[]. For portions of the Contract that are in the accepted proposal as being unit priced, the Contract Sum will be based upon the amounts determined for the total number of each of the units of work completed at the unit price stated. The City reserves the right to increase and decrease quantities, and the final payment shall be made for the actual number of units incorporated in or made necessary by the work covered by this contract.

The Contractor will bill the City at the completion of each job for services rendered of the work defined herein at the rates submitted in their proposal documents now made apart of this contract. Submit invoices to:

City of Plantation
Attn: [Enter Name and Title]
[Enter Address]
Plantation, FL [Enter Zip Code]

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Financial Services Department for payment. Invoices will generally be paid within thirty (30) days following the City representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

Progress payments and retainage and final payment provisions are provided for in the Contract Documents. Generally, these documents call for monthly progress payments for approved Work completed less 10% retainage. The balance of the final contract sum shall be due to the CONTRACTOR from the within 21 days after Final Completion. The Florida Construction Contract Prompt Payment Law shall govern payments made pursuant to this Agreement. Any conflict shall be resolved consistent with the law.

Article 5 – CONTRACTOR’S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations, in addition to the representations made in the contract documents as referenced in Article 19.

- A. CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, locality and with all location conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.
- C. CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those reference to in Article 5 of the General Conditions as amended by Supplementary Conditions, if any, as they deem necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.
- D. CONTRACTOR has correlated the results of all such observations, examinations investigations, tests, reports and data with terms and conditions of the Contract Documents.
- E. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that the CONTRACTOR has discovered in the Contract

Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR

Article 6 – RECORDS AND AUDIT

City reserves the right to audit the records of CONTRATOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

CONTRACTOR agrees that it shall keep accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of Agreement are the property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any City records without written permission from City except as necessary and appropriate in the performance of the duties and responsibilities required to comply with terms of any Agreement between parties.

CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer data and other records related to the services provided under this Agreement. The records will be made available during normal business hours upon twenty-four hours notice by the CITY.

Article 7 – INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of the Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Article 8 – CONFLICT OF INTEREST

CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRATOR or its employees, must be disclosed in writing to CITY.

CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Plantation, Broward County and the State of Florida, Chapter 112, Florida Statutes (2014), as amended, agrees that it will fully comply in all respects with terms of said laws

CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

Article 9 - ASSIGNMENT

The Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the CITY which consent cannot be unreasonably withheld.

Article 10 - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Plantation and of any other public authority, which may be applicable to this Agreement.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Article 11- VENUE

See Article 15 - Dispute Resolution of the General Conditions.

Article 12 - PERMITS, FEES AND NOTICES

CONTRACTOR shall use its best efforts to obtain the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the CITY.

Article 13 - INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force effect.

Article 14 - ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any the

covenant, term, condition or election but the same shall continue and remain in full force and effect.

Article 15 - SERVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Article 16 - NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Article 17 - CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Article 18 - TERMINATION

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of work.

Article 19 – CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR, are attached to this Agreement, made a part thereof and consist of the following:

- A. This Agreement
- B. Exhibits (if any)
- C. Notice of Award
- D. Supplementary Conditions, if any
- E. General Conditions
- F. Specifications bearing the project title
- G. Drawings bearing the project title *If necessary*
- H. Addenda numbers [] to [],
- I. Documentation and proposal submitted by CONTRACTOR prior to Notice of Award
- J. Any Written Amendments, Change Orders, or Work Change Directives duly delivered after execution of Agreement
- K. The Instructions to Respondents
- L. The Insurance Coverage's and Bonds required by the Contract Documents

These are no other Contract Documents than those listed above in the Article.

Article 20 – MISCELLANEOUS

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meaning indicated in the General Conditions, or as amended in Supplementary Conditions
- B. The CONTRACTOR warrants that no elected official, officer, agent or employee of the CITY has financial interest directly or indirectly in this Contract or the compensation to be paid under it, and further, that no City employee who acts in the City of Plantation as a “purchasing agent” as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer director, or proprietor of the CONTRACTOR, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the CONTRACTOR.

- C. The CONTRACTOR and OWNER designate the following persons who shall receive notices pursuant to the Contract Documents:

For the OWNER: The Honorable Diane Veltri Bendekovic, Mayor
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

With copy to: [Enter Department Directors Name]
City of Plantation
[Enter Mailing Address]
Plantation, Florida 33317

&

With copy to City Clerk
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

For the ENGINEER [Enter Name of Engineer]
Project Manager
[Enter Name of Firm]
[Enter Address of Firm]
[Enter City, State, Zip of Firm]

For the CONTRACTOR: [Enter business name of Contractor]
[Enter address of Contactor]
[Enter City, State, Zip of Contractor]
[Enter name of representative of Contactor]

All notices and other communications required or permitted under this Agreement shall be in writing and given by:

hand delivery;

registered or certified mail, return receipt requested;

overnight courier; or

facsimile to:

or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

on the date delivered if by personal delivery or overnight courier;

on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and

on the date of transmission with confirmed answer back if by fax.

Section 21 in the event of conflict between this Agreement and terms and conditions in [Enter ITB, RFSP, RFCP, or RFQ number], the terms of this Agreement shall control.

IN WITNESS WHEREOF, THE CITY OF PLANTATION AND [ENTER CONTRACTOR'S LEGAL BUSINESS NAME] have signed this AGREEMENT(S). One counterpart each has been delivered to the CITY and CONTRACTOR

Signed, sealed and delivered in the presence of:

Attest: _____

CITY OF PLANTATION

_____, City Clerk

By: _____
Diane Veltri Bendekovic, Mayor

Witness:

As to legal form: _____
Donald J. Lunny Jr.
City Attorney

Typed Name of Witness

As to Scope: _____
Administration Department

Witness:

As to Contract Insurance Requirements:

Typed Name of Witness

Department

Witness:

As to Procurement Requirements:

Typed Name of Witness

Department

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this ____ of _____,
201[] by _____, Mayor and _____, City Clerk of the
City of Plantation, Florida, who are personally known to me or who has produced
_____ (type of identification) as identification and
did (did not) take an oath.

WITNESS my hand and official seal this _____ day of _____, 201[].

My commission expires: _____

My commission number is: _____

Printed Name of Notary

(Notary Seal)

Signed, Sealed in the presence of:

Witness:

Name of Contractor

Typed Name of Witness

By: _____
Signature by Authorized Agent

Witness:

Print Name of Authorized Agent

Title

Typed Name of Witness

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this ____ of _____,
201[] by _____, _____, (Title)
of _____, who are personally known to me or who has
produced _____ (type of identification) as
identification and did (did not) take an oath.

WITNESS my hand and official seal this _____ day of _____, 201[].

My commission expires:
My commission number is:

Printed Name of Notary

(Notary seal)

[53]9001-14001

PUBLIC CONSTRUCTION BOND

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the CONTRACTOR shall furnish to OWNER a Bond or Bonds *in form similar to that provided herein* and acceptable to the OWNER written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.
2. Pursuant to the requirements of §255.05(1)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid Bond or Bonds in the public records of Broward County, with the CONTRACTOR to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the CONTRACTOR commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.
3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.
4. If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.
5. Such bond shall conform to all the requirements of §255.05, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the OWNER (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that OWNER sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the OWNER sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

PUBLIC CONSTRUCTION BOND

Bond No. _____

BY THIS BOND, We, _____, having a principal street address of _____ (phone: _____), as Principal and _____, a corporation, having a principal street address of _____ (phone: _____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd Avenue, Plantation, FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of \$ _____ for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20____, between Principal Owner/Obligee pertaining to _____ (Project Name), for an improvement briefly described as _____ on property having a street address of _____, such contract bearing Contract No. _____, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and
3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/obligee breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON: _____, 20____.

(Name of Principal)

By: _____
(As Attorney in Fact)

(Name of Surety)

**WAIVER OF RIGHT TO CLAIM
AGAINST THE PUBLIC CONSTRUCTION BOND
(PROGRESS PAYMENT)**

The undersigned, in consideration of the sum of \$ _____, hereby waives its right to claim against the Public Construction Bond for all labor, services, or materials furnished during the period of _____ 20__ to _____ 20__ [insert dates] to _____ [insert name of customer] on the job of the City of Plantation for improvements to the following described project:

[description of project]

DATED ON _____, 20__.

[Name of Claimant]

By: _____

State of Florida
County of _____

I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct.

Signature

Sworn and Subscribed before me this _____ day of _____, 20__.

NOTARY PUBLIC SIGNATURE & SEAL

[111]9001-14001

**WAIVER TO RIGHT TO CLAIM AGAINST
THE PAYMENT BOND (FINAL PAYMENT)**

The undersigned, in consideration of the final payment in the amount of \$ _____, hereby waives its right to claim against the Public Construction Bond for labor, services, or materials furnished to _____ [insert name of customer] on the job of the City of Plantation, for improvements to the following described project:

[description of project]

DATED ON _____, 20__

[Name of Claimant]

By: _____

State of Florida

County of _____

I hereby acknowledge that the statements contained in the foregoing Waiver to Right to Claim Against the Payment Bond (Final Payment) are true and correct.

Signature

Sworn and Subscribed before me this _____ day of _____, 20__.

NOTARY PUBLIC SIGNATURE & SEAL

[41]9001-14001

GENERAL CONDITIONS

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ARTICLE 1 DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1 Addenda: Written or graphic instruments issued prior to the opening of Bid/Proposals which clarify, correct or change the Bid/Proposal Requirements or the Contract Documents.
- 1.2 Agreement: The written contract between Owner and Contractor covering the Work to be performed, and other Contract Documents that are attached to the Agreement or expressly made a part thereof as provided herein.
- 1.3 Application for Payment: The form accepted by INDEPENDENT PROFESSIONAL which is to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 1.4 Asbestos: Any material that contains more than one percent (1%) asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 1.5 Bid/Proposal: The offer or proposal of the Respondent submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.6 Bid/Proposal Documents: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, the Bid/Proposal Form, all other documents and forms provided by the City, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bid/Proposals).
- 1.7 Bid/Proposal Requirements: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, and the Bid/Proposal Form.
- 1.8 Bonds: The Public Construction Bond meeting the requirements of this Contract, or the Performance and Payment Bonds and other instruments of security which are approved by the City Attorney.
- 1.9 Calendar Day: Everyday shown on the calendar. The word "day" shall be mean "calendar day" unless it is preceded by the word "working" or "work".
- 1.10 Change Order: A document recommended by INDEPENDENT PROFESSIONAL, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. One or more Change Order that cumulatively exceed \$25,000 must be presented to the City Council for consideration and approval. One or more Change Order that cumulatively are less than \$25,000 shall require only administrative consideration and approval. All Change Orders must be signed by the Mayor or the Chief Administrative Officer in order to be effective. Change Orders authorizing emergency work requested by Owner shall not need prior consideration or approval by the City Council in order to be effective; however, these Change Orders shall count towards the \$25,000 threshold amount.

- 1.11 City Legal Holiday: The following are holidays recognized annually by the City of Plantation Council as legal holidays and will be used in all Contract Documents as the only recognized holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Yom Kippur
Veteran's Day
Thanksgiving Day
The Day following Thanksgiving Day
Christmas Day

- 1.12 INDEPENDENT PROFESSIONAL: The person, firm or corporation named as such in the Agreement (herein and throughout the General Conditions, "INDEPENDENT PROFESSIONAL"). Depending upon the Project, the INDEPENDENT PROFESSIONAL may be an appropriately licensed City employee or may be an appropriately licensed consultant. The INDEPENDENT PROFESSIONAL for this Project shall be _____ [name of person or firm acting as INDEPENDENT PROFESSIONAL, if blank the name of the INDEPENDENT PROFESSIONAL will be provided prior to issuance of the first Notice to Proceed].
- 1.13 INDEPENDENT PROFESSIONAL'S Consultant: A person, firm or corporation having a contract to furnish services an independent professional associate or consultant with respect to the Project. The INDEPENDENT PROFESSIONAL'S Consultant is _____ [name of INDEPENDENT PROFESSIONAL'S, if blank the name of the INDEPENDENT PROFESSIONAL'S Consultant will be provided prior to issuance of first Notice to Proceed].
- 1.14 Claims and Disputes: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the OWNER and CONTRACTOR arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.
- 1.15 Compensable Delay: Delay beyond the control and without the fault or negligence of the CONTRACTOR resulting from OWNER caused changes in the Work or suspensions of the Work by OWNER, which is only compensable if expressly provided for elsewhere in the Contract Documents.
- 1.16 Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid/Proposal (including documentation accompanying the Bid/Proposal and any post Bid/Proposal documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, Supplementary Conditions if any, the Specifications and the Drawings as the same are more specifically identified in the Agreement, the Instructions to Respondents, together with all Written Amendments, Change

Orders, Work Change Directives, Field Orders and INDEPENDENT PROFESSIONAL'S written interpretations and clarifications issued pursuant to paragraphs 3.5., 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 5.26 and 5.27 and the reports and drawings referred to in paragraphs 4.2 are not Contract Documents.

- 1.17 Contract Price: The monies payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 10.9.1 in the case of Unit Price Work).
- 1.18 Contract Times: The number of calendar days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by INDEPENDENT PROFESSIONAL'S written recommendation of final payment in accordance with paragraph 13.13.
- 1.19 CONTRACTOR: The person, firm or corporation with whom Owner has entered into the Agreement (herein and throughout the General Conditions, "CONTRACTOR").
- 1.20 Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment (unless responsibility for the protection thereof has been expressly assumed in writing by Owner at Substantial Completion in accordance with paragraph 13.8 or 13.10).
- 1.21 Drawings: The drawings which show the scope, extent and character of the Work to be furnished and performed by Contractor and which have been prepared or approved by INDEPENDENT PROFESSIONAL and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.
- 1.22 Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 1.23 Excusable Delay: Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of intervenors, acts of government other than the OWNER, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes (not induced by drilling operations). Labor disputes of CONTRACTOR'S or SUBCONTRACTOR'S or SUPPLIER'S labor forces, and average rainfall shall give rise only to inexcusable delays.
- 1.24 Field Order: A written order issued by INDEPENDENT PROFESSIONAL which orders minor changes in the Work in accordance with paragraph 8.5 but which does not involve, nor is intended to involve, a change in the Contract Price or Contract Times.
- 1.25 FINAL COMPLETION (ACCEPTANCE): The OWNER'S written acceptance of the Work or when the punch list is completed, whichever is later.

- 1.26 Float or Slack Time: The time available in the progress schedule during which an unexpected activity can be completed without delaying Substantial Completion or Final Completion of the Work.
- 1.27 General Requirements: All sections of the Specifications and drawings.
- 1.28 Hazardous Waste: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 1.29 Inexcusable Delay: Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, or (ii) by weather conditions (other than hurricanes and tornadoes) or labor disputes, and all other matters which are not deemed subject to "excusable delay".
- 1.30 Initiation of Operation: The time after Substantial Completion when the OWNER initiates use of the entire Work, or portion of the Work, for the purposes for which it was planned, designed and built, thus commencing the one-year warranty and correction period for that portion of the Work where Initiation of Operation was issued.
- 1.31 Laws and Regulations: Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies authorities and courts having jurisdiction.
- 1.32 Liens: Liens, charges, security interests or encumbrances upon real property or personal property.
- 1.33 Milestone: A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.34 Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time.
- 1.35 Notice of Award: The written notice by Owner to the apparent successful Respondent stating that upon compliance by the apparent successful Respondent with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
- 1.36 Notice to Proceed: A written notice given by Owner to Contractor (with a copy to INDEPENDENT PROFESSIONAL) fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.
- 1.37 OWNER: The City of Plantation, a Florida municipal corporation (herein and throughout the Contract Documents, "OWNER" also referred to as "CITY").
- 1.38 Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, which use is formally accepted and authorized by the parties in writing.
- 1.39 PCBs: Polychlorinated biphenyls

- 1.40 Petroleum: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
- 1.41 Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.
- 1.42 Pre-operational Testing: All field inspections, installation checks, performance tests, and necessary corrections required of CONTRACTOR to demonstrate that individual components of the Work have been properly completed and do operate in accordance with their intended purposes.
- 1.43 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 other contractors and by the OWNER'S own forces including persons or entities under separate contracts which may or may not be administered by the INDEPENDENT PROFESSIONAL.
- 1.44 Radioactive Material: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 1.45 Resident Project Representative: The authorized representative of INDEPENDENT PROFESSIONAL who may be assigned to the site or any part thereof.
- 1.46 Respondent: Respondent shall also mean proposer and bidder as applicable to the procurement method utilized by the Owner.
- 1.47 Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 1.48 Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- 1.49 Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.50 Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site (herein and throughout the General Conditions, "SUBCONTRACTOR").
- 1.51 Substantial Completion: That date, as certified in writing by the INDEPENDENT PROFESSIONAL and as finally determined by the OWNER in its sole discretion, the Work, or portion thereof, is at a level of completion in substantial compliance with Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the OWNER or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy must be issued for Substantial Completion to be achieved,

however, the issuance of a Certificate of Occupancy or the date thereof is not to be determinative of the achievement or date of Substantial Completion.

- 1.52 Supplementary Conditions: The part of the Contract Documents, which amends or supplements these General Conditions.
- 1.53 Supplier: A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 1.54 Underground Facilities: All pipelines, conduits ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
- 1.55 Unit Price Work: Work to be paid for on the basis of unit prices.
- 1.56 Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.
- 1.57 Work Change Directive: A written directive to Contractor, issued on or after the Effective Date of the Agreement and signed by Owner and recommended by INDEPENDENT PROFESSIONAL, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 5.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 9.6. Work Change Directives must be signed by the Mayor or the Chief Administrative Officer in order to be effective.
- 1.58 Working Day: A Calendar day, exclusive of Sundays and OWNER declared city legal holidays, on which weather and other conditions not under the control of the CONTRACTOR, will permit construction operations to proceed for the major part of the day on the principal item or items of work which would normally be in progress at that time. Working Days may include additional calendar days if permitted pursuant to Section 5.5 of the General Conditions.
- 1.59 Written Amendment: A written amendment of the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement. A Written Amendment must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

ARTICLE 2 PRELIMINARY MATTERS

2.1 Delivery of Bonds

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required by the OWNER.

2.2 Copies of Documents

OWNER shall furnish to CONTRACTOR three copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Times; Notice to Proceed

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement, and shall not specify a time of commencement later than sixty (60) days after the Effective Date of the Agreement.

2.4 Starting the Work

CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

2.5 Before Starting Construction

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to INDEPENDENT PROFESSIONAL any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from INDEPENDENT PROFESSIONAL before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or INDEPENDENT PROFESSIONAL for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.6 Preliminary Reports and Schedules

Within ten (10) working days or fifteen (15) calendar days after the Effective Date of the Agreement, whichever is later, CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review:

- 2.6.1 A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
- 2.6.2 A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;
- 2.6.3 A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.7 Certificates of Insurance

Before any Work at the site is started, CONTRACTOR and OWNER shall deliver to the other, with copies to each additional insured, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with the Contract Documents.

2.8 Pre-construction Conference

Within twenty (20) calendar days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL, OWNER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.9 Initially Acceptable Schedules

Unless otherwise provided in the Contract Documents, at least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL and others as appropriate will be held to review for acceptability to INDEPENDENT PROFESSIONAL as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to INDEPENDENT PROFESSIONAL as provided below. The progress schedule must be acceptable to INDEPENDENT PROFESSIONAL as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on INDEPENDENT PROFESSIONAL responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR'S full responsibility therefor. CONTRACTOR'S schedule of Shop Drawing and Sample submissions must be acceptable to INDEPENDENT PROFESSIONAL as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR'S schedule of values must be acceptable to INDEPENDENT PROFESSIONAL as to form and substance so as to balance the performance of the Work with the progression of payment therefore and prevent a disparity between such performance and payments.

2.10 Contract Document Signing

The OWNER and CONTRACTOR as provided in the Agreement shall sign the Contract Documents. If either the OWNER or CONTRACTOR or both do not sign the entire Contract Document, the INDEPENDENT PROFESSIONAL shall identify such unsigned Documents, and have the party execute the same.

ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Entire Agreement

The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida. If any portion of the Contract Documents is or appears to be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: the

"Agreement (Contract)", as amended from time to time; Supplementary Conditions (if any); General Conditions; Supplemental Instructions to Respondents; Instructions to Respondents; the Specifications; the Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the sealed measurements, the figure shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern.

3.2 Intent

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by INDEPENDENT PROFESSIONAL as provided hereafter.

3.3 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:

3.3.1 Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bid/Proposals (or, on the Effective Date of the Agreement if there were no Bid/Proposals), except as may be otherwise specifically stated in the Contract Documents.

3.3.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents, or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 5.5, CONTRACTOR shall report it to INDEPENDENT PROFESSIONAL in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 5.23) until an amendment or supplement to the Contract Document has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided, however, that CONTRACTOR shall not be liable to OWNER or INDEPENDENT PROFESSIONAL for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

3.3.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1 The provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2 The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.3.4 No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or INDEPENDENT

PROFESSIONAL, or any of their SUBCONTRACTORS, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL'S Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 8.13 or any other provision of the Contract Documents.

3.4 Contract Document Terms

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of INDEPENDENT PROFESSIONAL as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to INDEPENDENT PROFESSIONAL any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.13 or any other provision of the Contract Documents.

3.5 Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 3.5.1 A formal Written Amendment,
- 3.5.2 A Change Order (pursuant to paragraph 9.4), or
- 3.5.3 A Work Change Directive (pursuant to paragraph 9.1).

3.6 Contract Documents Supplements

In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- 3.6.1 A Field Order (pursuant to paragraph 8.5),
- 3.6.2 INDEPENDENT PROFESSIONAL'S approval of a Shop Drawing or sample (pursuant to paragraphs 5.26 and 5.27), or
- 3.6.3 INDEPENDENT PROFESSIONAL'S written interpretation or clarification (pursuant to paragraph 8.4).

3.7 Reuse of Documents

CONTRACTOR and any SUBCONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant, and (ii) shall not reuse any of Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and INDEPENDENT PROFESSIONAL and specific written verification or adoption by INDEPENDENT PROFESSIONAL.

3.8 Division of Work

Organization of the Specifications into divisions, sections, and articles, and arrangement of Drawing shall not control the CONTRACTOR in dividing the Work among SUBCONTRACTORS or in establishing the extent of Work to be performed by any trade.

ARTICLE 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Land

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER'S interest therein as necessary. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER'S furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment, or construction operations.

4.2 Subsurface and Physical Conditions

4.2.1 Reports and Drawings:

- 4.2.1.1 Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. The following reports of explorations and tests of subsurface conditions at or contiguous to the site have been utilized by the INDEPENDENT PROFESSIONAL [List ☐ if none, write "None"]
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-
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;and

- 4.2.1.2 Physical Conditions: Those drawings of physical conditions in or relating to existing surface or sub- surface structures at or contiguous to the site (except Underground Facilities) that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. 4.2.1.2 The following drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) have been utilized by the INDEPENDENT PROFESSIONAL [List ☐ if none, write "None"]:
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- 4.2.2 Limited Reliance by CONTRACTOR Authorized; Technical Data: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. The following is the "Technical Data" in the information identified in Section 4.2.1.1 or 4.2.1.2 which the CONTRACTOR may limitedly rely upon as set forth in this Section 4.2 [List the Technical Data for CONTRACTOR'S reliance or write "None"]:
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Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL'S Consultants with respect to:

- 4.2.2.1 The completeness of such reports and drawings for CONTRACTOR'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or
- 4.2.2.2 Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or
- 4.2.2.3 Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.
- 4.2.3 Notice of Differing Subsurface or Physical Conditions: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site (except Underground Facilities) that is uncovered or revealed either:
- 4.2.3.1 Is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or
- 4.2.3.2 Differs materially and substantially from that shown or indicated in the Contract Documents, or
- 4.2.3.3 Is of an unusual nature, and differs materially and substantially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 5.23), notify OWNER and INDEPENDENT PROFESSIONAL in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- 4.2.4 INDEPENDENT PROFESSIONAL'S Review: INDEPENDENT PROFESSIONAL will promptly review the pertinent conditions, determine the necessity of OWNER'S obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of INDEPENDENT PROFESSIONAL'S findings and conclusions.

- 4.2.5 Possible Contract Documents Change: If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of

the categories in paragraph 4.2.3, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

- 4.2.6 Possible Price and Times Adjustments: An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes a material and substantial increase or decrease in CONTRACTOR'S cost of, or time required for performance of, the Work; subject, however, to the following:
- 4.2.6.1 Such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.3, inclusive;
 - 4.2.6.2 A change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;
 - 4.2.6.3 With respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 8.10 and 10.9; and
 - 4.2.6.4 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;
 - 4.2.6.4.1 CONTRACTOR knew of the existence of such conditions or with the exercise of reasonable care should have known at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid/Proposal or becoming bound under a negotiated contract; or
 - 4.2.6.4.2 The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas allowed by the Bid/Proposal Requirements (e.g. the Instructions to Respondents) or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR'S making such final commitment; or
 - 4.2.6.4.3 CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

- 4.2.7 No claim of the CONTRACTOR under this *Paragraph* of the General Conditions shall be allowed unless 1) CONTRACTOR has given the notice required in *Paragraph 4.2.3*, and 2) within **THIRTY (30)** days after CONTRACTOR has given the written notice, CONTRACTOR submits to OWNER a detailed claim setting forth CONTRACTOR'S right to recover any additional costs and lost time as provided in Articles 10 and 11 of the General Conditions.

4.3 Physical Conditions - Underground Facilities:

- 4.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or INDEPENDENT PROFESSIONAL by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in Supplementary Conditions:
- 4.3.1.1 OWNER and INDEPENDENT PROFESSIONAL shall not be responsible for the accuracy or completeness of any such information or data; and,
 - 4.3.1.2 The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii)

coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 5.20 and repairing any damage thereto resulting from the Work.

- 4.3.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 5.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and INDEPENDENT PROFESSIONAL. INDEPENDENT PROFESSIONAL will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 9 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 5.20. CONTRACTOR shall be allowed an extension of the Contract Times to the extent that it is attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on the length of any such adjustment in Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.4 Reference Points

OWNER shall provide INDEPENDENT PROFESSIONAL surveys to establish reference points for construction, which in INDEPENDENT PROFESSIONAL'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to INDEPENDENT PROFESSIONAL'S whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement of relocation of such reference points by professionally qualified personnel.

4.5 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material

- 4.5.1 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, SUBCONTRACTOR, Suppliers or anyone else for which CONTRACTOR is responsible.
- 4.5.2 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 5.23), and (ii) notify OWNER and INDEPENDENT PROFESSIONAL (and thereafter confirm such notice in writing). OWNER shall promptly consult with INDEPENDENT PROFESSIONAL concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take

corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. CONTRACTOR shall be solely entitled to an extension of the Contract Times as a result of any uncovered or revealed asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 10 and 11.

- 4.5.3 If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 10 and 11. OWNER may have such deleted portion of the Work performed by OWNER'S own forces or others in accordance with Article 6.
- 4.5.4 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

ARTICLE 5 CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision and Superintendence

CONTRACTOR shall supervise, inspect, conduct, and direct the Work competently and efficiently, and using CONTRACTOR'S best skill and attention, to perform the Work in accordance with Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents. CONTRACTOR shall not, however, be relieved of his duty to report in writing any conflicts, error, ambiguity, or discrepancy, which is discovered during performance of the Work, as otherwise required by the Contract Documents.

5.2 CONTRACTOR'S Superintendent

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and INDEPENDENT PROFESSIONAL by CONTRACTOR, except under extraordinary circumstances or as otherwise requested by OWNER. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

5.3 Labor, Materials and Equipment

CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit work during non-regular working hours or the performance of Work on Saturday, Sunday or any City legal holiday without OWNER'S written consent.

5.3.1 NORMAL WORK HOURS AND OVERTIME WORK HOURS

Maintenance work may be performed during hours other than regular working hours. Regular working hours shall not exceed TEN (10) hours per day, Monday through Saturday, commencing no earlier than 7:00 a.m. and ending no later than 8:00 p.m. Requests to work during other than regular working hours must be submitted to the OWNER (Administration Department) at least SEVENTY-TWO (72) hours in advance of the period proposed for such non-regular working hours and shall set forth the proposed schedule for overtime work to give OWNER (Administration Department) ample time to arrange for their personnel to be at the site of the Work. CONTRACTOR shall be responsible for the cost of the INDEPENDENT PROFESSIONAL'S Resident Project Representative, if one is assigned to the project, during periods of time that the CONTRACTOR is conducting overtime work.

5.3.2 HOURS OF NOISY BUSINESS OPERATIONS

The CONTRACTOR'S attention is directed to the fact that the noise generated by his construction equipment and operations must comply with all applicable Federal, State, and local environmental regulations including Section 16-2(2), City Code. The INDEPENDENT PROFESSIONAL may identify noise sensitive sites and require abatement measures be utilized.

5.4 Contractor's Responsibilities

Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.4.1 The CONTRACTOR shall furnish all water for testing, flushing and construction. It may be available by connecting to the OWNER'S water system at a point approved by the OWNER. The OWNER shall charge the CONTRACTOR for water used in performing the above functions in accordance with the OWNER'S established rate schedule. There shall be installed in each and every connection to the OWNER'S water supply a back-flow preventer meeting the requirements of ANSI A40.6, latest revision at each and every connection. CONTRACTOR shall be required to meter all water used.

5.5 Quality Materials, Equipment, etc.

All materials and equipment shall be of good quality and new. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier or manufacturer except as otherwise provided in the Contract Documents.

5.6 Progress Schedule

CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

5.6.1 CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

5.6.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 11.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 11.

5.7 Substitutes and "Or-Equal" Items

5.7.1 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that "no like", equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment, or material or equipment of other Suppliers may be accepted by INDEPENDENT PROFESSIONAL under the following circumstances:

5.7.1.1 "Or-Equal": If in INDEPENDENT PROFESSIONAL'S sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by INDEPENDENT PROFESSIONAL as an "or equal" item, in which case review and approval of the proposed item may, in INDEPENDENT PROFESSIONAL'S sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

5.7.1.2 Substitute Items: If in INDEPENDENT PROFESSIONAL'S sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or equal" item under subparagraph 5.7.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow INDEPENDENT PROFESSIONAL to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the INDEPENDENT PROFESSIONAL will include the following as supplemented in the General Requirements or as INDEPENDENT PROFESSIONAL may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by INDEPENDENT PROFESSIONAL from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to INDEPENDENT PROFESSIONAL for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results

called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from reviews, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by INDEPENDENT PROFESSIONAL in evaluating the proposed substitute. INDEPENDENT PROFESSIONAL may require CONTRACTOR to furnish additional data about the proposed substitute. In rendering a decision, OWNER, INDEPENDENT PROFESSIONAL and CONTRACTOR shall utilize any available float time in the schedule. In the event that substitute materials or equipment are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall benefit the OWNER and an appropriate Change Order shall be executed.

5.7.1.3 CONTRACTOR'S Expense: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR'S expense.

5.7.2 Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to INDEPENDENT PROFESSIONAL. CONTRACTOR shall submit sufficient information to allow INDEPENDENT PROFESSIONAL, in INDEPENDENT PROFESSIONAL'S sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by INDEPENDENT PROFESSIONAL will be similar to that provided in subparagraph 5.7.1.2.

5.7.3 INDEPENDENT PROFESSIONAL'S Evaluation: INDEPENDENT PROFESSIONAL will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 5.7.1.2 and 5.7.2. INDEPENDENT PROFESSIONAL will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized without INDEPENDENT PROFESSIONAL'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. INDEPENDENT PROFESSIONAL will record time required by INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 5.7.1.2 and 5.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not INDEPENDENT PROFESSIONAL accepts a substitute item or "or equal" so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants for evaluating each such proposed substitute or "or equal" item and all costs resulting from any delays in the Work while the substitute or "or equal" was undergoing reviews. In addition any OWNER

expenses pertaining to the above-referenced items shall be reimbursed by CONTRACTOR. (e.g., legal expenses of any Contract Document revisions).

- 5.7.4 Equipment manufactures should have a record of satisfactory operation for a specified period of time or deposits to guarantee replacement equipment will be available and may be used in the event of equipment failure. Submission of a Bond or deposit shall be permitted instead of a specified experience period. The period of time for which the Bond or deposit is required should not exceed the experience period specified. No experience restriction will be permitted which unnecessarily reduces competition or innovation.

5.8 Concerning Subcontractors, Suppliers and Others

- 5.8.1 CONTRACTOR shall not employ any SUBCONTRACTOR, Supplier or other person or organization (including those acceptable to OWNER and INDEPENDENT PROFESSIONAL as indicated in paragraph 5.8.2) whether initially or as a substitute, against whom OWNER or INDEPENDENT PROFESSIONAL may have reasonable objection. CONTRACTOR shall not be required to employ any SUBCONTRACTOR, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

A SUBCONTRACTOR or other person or organization identified in the CONTRACTOR'S Bid/Proposal and not objected to in writing by OWNER or INDEPENDENT PROFESSIONAL prior to the execution of the Agreement will be deemed acceptable to OWNER and INDEPENDENT PROFESSIONAL. All other SUBCONTRACTORS and persons shall be deemed to have been accepted if OWNER or INDEPENDENT PROFESSIONAL deliver no written objection thereto within **FORTY-FIVE (45)** Calendar Days after CONTRACTOR'S written identification of such SUBCONTRACTORS. However, if OWNER or INDEPENDENT PROFESSIONAL, before or after acceptance of a SUBCONTRACTOR, has reasonable objection to any SUBCONTRACTOR or other person whether identified in the Bid/Proposal or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change on Contract Price. If OWNER or INDEPENDENT PROFESSIONAL demands the substitution of a SUBCONTRACTOR at any time without having reasonable objection to such SUBCONTRACTOR or other person, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order) for the difference in cost occasioned by such substitution. After acceptance by the OWNER or INDEPENDENT PROFESSIONAL of any particular SUBCONTRACTOR or other person, the CONTRACTOR shall not make any substitution without written approval of the OWNER, which request shall not be unreasonably withheld. No acceptance by OWNER or INDEPENDENT PROFESSIONAL of any such SUBCONTRACTOR, Supplier or other person or organization shall constitute a waiver of any right of OWNER or INDEPENDENT PROFESSIONAL to reject defective Work.

- 5.8.2 The CONTRACTOR shall identify the name and address of the person, firm, or business entity performing or supplying the following portions of the Work if CONTRACTOR intends to use SUBCONTRACTORS for such Work:

[List major portions of Work or critical aspects of Work where OWNER wishes a mandatory disclosure of SUBCONTRACTORS here]

5.9 Contractor's Responsibility for Payment to Subcontractors, etc.

- 5.9.1 CONTRACTOR shall be fully responsible to OWNER and INDEPENDENT PROFESSIONAL for all acts and omissions of the SUBCONTRACTORS, Suppliers and other persons and organizations

performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such SUBCONTRACTOR, Supplier or other person or organization any contractual relationship between OWNER or INDEPENDENT PROFESSIONAL and any such SUBCONTRACTOR, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or INDEPENDENT PROFESSIONAL to pay or to see to the payment of any moneys due any such SUBCONTRACTOR, Supplier or other person or organization.

- 5.9.2 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all SUBCONTRACTORS, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the INDEPENDENT PROFESSIONAL through CONTRACTOR.

5.10 Subcontractor or Supplier Work Requirements and Responsibilities

The divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among SUBCONTRACTORS or Suppliers or delineating the Work to be performed by any specific trade.

5.11 Agreement between CONTRACTOR and SUBCONTRACTOR

All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and INDEPENDENT PROFESSIONAL.

5.12 Patent Fees and Royalties

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Document.

- 5.12.1 The following particular invention, design, process, product or device which is specified in the Contract Documents for use in the performance of the Work is to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL subject to intellectual property rights or use protections calling for the payment of any license fee or royalty to others:
-
-
-

[List all known here, or write "None" as may be applicable]

5.13 Permits

CONTRACTOR shall identify all governmental authorities and agencies having jurisdiction to approve the construction, and obtain all permits and approvals with such governmental authorities as have jurisdiction, and assist OWNER in consultations with appropriate governmental authorities and agencies in obtaining all required permits and approvals. Without limiting the foregoing, CONTRACTOR shall pay all fees, costs, and expenses in connection with the applications, processing, and securing approvals or permits from all governmental authorities which have jurisdiction over all aspects of this Work except City of Plantation permits and fees which shall be waived except for so much of said fees as the City is required to remit to other governmental agencies.

5.14 Laws and Regulations

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor INDEPENDENT PROFESSIONAL shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR'S obligations under paragraph 3.3.2.

5.15 Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

5.16 Use of Premises

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or by litigation. For any losses or claim arising out of the use of premises, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultant and anyone directly or indirectly employed by any of them pursuant to paragraph 5.31.

5.17 Clean Site Requirements

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work.

CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents. All debris removal and site cleanup and restoration is included in the Scope of Work (debris removal shall be effected by the City's franchised solid waste contractor).

5.18 Structure Safety

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger any structure, nor shall CONTRACTOR subject any part of the Work or adjacent property or improvements on adjacent property to stresses or pressures that will endanger any of them.

5.19 Record Documents

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 8.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to INDEPENDENT PROFESSIONAL for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to INDEPENDENT PROFESSIONAL for OWNER. "As-built" drawings and a survey will also be delivered to OWNER.

5.20 Safety and Protection

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- 5.20.1 all persons on the Work site or who may be affected by the Work;
- 5.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- 5.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 5.20.2 or 5.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR [except damage or loss attributable to inaccurate Technical Data described in Paragraph 4.2.2, or to the affirmative acts of OWNER or INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant (and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR'S duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and INDEPENDENT PROFESSIONAL has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 13.13 that the Work is acceptable (except as otherwise expressly provided in connection with Final Completion).

5.21 Safety Representative

CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

5.22 Hazard Communication Programs

CONTRACTOR shall be responsible for coordination any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among the parties or others at the work site in accordance with Laws or Regulations.

5.23 Emergencies

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or INDEPENDENT PROFESSIONAL, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give INDEPENDENT PROFESSIONAL prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If INDEPENDENT PROFESSIONAL determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

5.24 Shop Drawings and Samples

5.24.1 CONTRACTOR shall submit Shop Drawings to INDEPENDENT PROFESSIONAL for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as INDEPENDENT PROFESSIONAL may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show INDEPENDENT PROFESSIONAL the materials and equipment CONTRACTOR proposes to provide and to enable INDEPENDENT PROFESSIONAL to review the information for the limited purposes required by paragraph 5.26.

5.24.2 CONTRACTOR shall also submit Samples to INDEPENDENT PROFESSIONAL for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as INDEPENDENT PROFESSIONAL may require to enable INDEPENDENT PROFESSIONAL to review the submittal for the limited purposes required by paragraph 5.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

5.25 Submittal Procedures

5.25.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

- 5.25.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,
- 5.25.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assemble and installation pertaining to the performance of the Work , and
- 5.25.1.3 all information relative to CONTRACTOR'S sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

- 5.25.2 Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S obligations under the Contract Documents with respect to CONTRACTOR'S review and approval of that submittal.
- 5.25.3 At the time of each submission, CONTRACTOR shall give INDEPENDENT PROFESSIONAL specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to INDEPENDENT PROFESSIONAL for review and approval of each such variation.

5.26 Shop Drawing Approvals

INDEPENDENT PROFESSIONAL will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9. INDEPENDENT PROFESSIONAL'S review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL'S review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by INDEPENDENT PROFESSIONAL, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by INDEPENDENT PROFESSIONAL on previous submittals.

5.27 CONTRACTOR'S Shop Drawings Responsibilities

INDEPENDENT PROFESSIONAL'S review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called INDEPENDENT PROFESSIONAL'S attention to each such variation at the time of submission as required by paragraph 5.25.3 and INDEPENDENT PROFESSIONAL has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by INDEPENDENT PROFESSIONAL relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 5.25.1.

5.28 CONTRACTOR'S Shop Drawings Expense

Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9, any related Work performed prior to INDEPENDENT PROFESSIONAL'S review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

5.29 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 14.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

5.30 CONTRACTOR'S General Warranty and Guarantee

5.30.1 CONTRACTOR warrants and guarantees to OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by:

- 5.30.1.1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or
- 5.30.1.2 normal wear and tear under normal usage.

5.30.2 CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents:

- 5.30.2.1 observations by INDEPENDENT PROFESSIONAL;
- 5.30.2.2 recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL;
- 5.30.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;
- 5.30.2.4 use or occupancy of the Work or any part thereof by OWNER;
- 5.30.2.5 any acceptance by OWNER or any failure to do so;
- 5.30.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to paragraph 13.13;
- 5.30.2.7 any inspection, test or approval by others; or
- 5.30.2.8 any correction of *defective* Work by OWNER

5.30.3 In addition to the warranty above that the Work will be in accordance with the Contract Documents and not defective, CONTRACTOR additionally guarantees that the Work shall remain free from defects in workmanship or materials for a period of ONE (1) year. This warranty is intended to supplement that provided in paragraphs 5.30 and 5.30.2 above. In the event of any claims under this express warranty, such claims will be presented according to the time periods specified by the applicable Florida Statute of Limitations.

5.30.4 CONTRACTOR acknowledges that the express warranties in the Contract Documents are not the sole warranties applicable to the Work, and in particular, states that all implied warranties pursuant to law are applicable including, but not limited to, implied warranties of merchantability and fitness for a particular purpose which will be applicable.

5.31 Indemnification

5.31.1 CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER'S Consultants, and its elected and appointed officers, the officers, directors, employees, agents and other consultants of each of them, from and against any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

5.31.2 CONTRACTOR agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for

the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

- 5.31.3** This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the Work itself, and including the loss of use resulting therefrom.
- 5.31.4** Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from the OWNER that such amount is due, be made by CONTRACTOR prior to the OWNER being required to pay same, or in the alternative, the OWNER, at the OWNER'S option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse the OWNER for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by CONTRACTOR of written notice from the OWNER that such payment is due. CONTRACTOR agrees, at CONTRACTOR'S expense, after written notice from the OWNER, to defend any action against the OWNER that falls within the scope of this indemnity, or the OWNER, at the OWNER'S option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notices from the OWNER, fails to make any payment due hereunder to the OWNER, CONTRACTOR shall pay any reasonable attorney's fees or costs incurred by the OWNER in securing any such payment from CONTRACTOR.

5.32 *Claims against OWNER or INDEPENDENT PROFESSIONAL*

In any and all claims against OWNER or INDEPENDENT PROFESSIONAL or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 5.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

Notwithstanding the foregoing, any claim should be made by written notice by Contractor to the CITY REPRESENTATIVE and INDEPENDENT PROFESSIONAL within five (5) calendar days of commencement of the event giving rise to the claim. Thereafter, within twenty (20) calendar days of the termination of the event, written notice of extent of claim with supporting documentation must be notarized and submitted. All claims for changes to contract time and price shall be waived if not submitted in strict accordance with requirements of this Section.

5.32.1 False Claims

The Contractor must submit the Schedule of Values, as a condition precedent to submitting a claim against the City. The Schedule of Values shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the response, in anticipation of the response submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the City, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the City. It is

expressly and specifically agreed that any and all claims shall be waived if not submitted in strict accordance with the requirements of this section.

5.32.2 No Damages for Delay

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against CITY by reason of any delays except as provided herein. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for actual delays due solely to fraud, bad faith or active interference on the part of CITY or the INDEPENDENT PROFESSIONAL. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

5.33 Indemnification Limitation

The indemnification obligation of CONTRACTOR under paragraph 5.31 shall not extend to the liability of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

5.34 Survival of Obligations

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

5.35 CONTRACTOR'S Representations

CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, the Work, the locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies, as it deems necessary for the performance of the Work at the Contract price, within the Contract time, and in accordance with other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

ARTICLE 6 OTHER WORK

6.1 Related Work at Site

OWNER may perform other work related to the Project at the site by OWNER'S own forces, or let other direct contracts therefor which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim within fifteen (15) calendar days of the written

notice. The CONTRACTOR'S claim is limited only to an extension of Contract time and may only be made if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent therefor.

6.2 Utility Rights and Access

CONTRACTOR shall afford each other CONTRACTOR who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of INDEPENDENT PROFESSIONAL and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

6.3 Contractor's Inspection of Other's Work

If the proper execution or results of any part of CONTRACTOR'S Work depends upon work performed by others under this Article 6, CONTRACTOR shall inspect such other work and promptly report to INDEPENDENT PROFESSIONAL in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR'S Work. CONTRACTOR'S failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in such other work.

6.4 Coordination

If OWNER contracts with others for the performance of other work on the Project at the site, the following will be supplied to the CONTRACTOR:

- 6.4.1 The person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;
- 6.4.2 The specific matters to be covered by such authority and responsibility will be itemized; and
- 6.4.3 The extent of such authority and responsibilities will be provided.

Unless otherwise provided in Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

6.5 Street and Right of Way Repairs before Resurfacing

The OWNER'S Public Works Department prior to any resurfacing by the CONTRACTOR shall repair streets and shoulders. The CONTRACTOR shall coordinate with the OWNER'S Public Works Department for the repair of pot-holed or damaged pavement prior to resurfacing. The CONTRACTOR shall notify the OWNER'S Public Works Department approximately **SEVENTY-TWO (72)** hours in advance of any required repairs. CONTRACTOR shall be billed for the cost of these repairs.

6.6 Utility Structures

The CONTRACTOR shall coordinate the adjustment of any structures with the appropriate utility company except the OWNER'S Utilities Department. The CONTRACTOR shall be responsible to abide by the OWNER'S specifications to adjust the OWNER'S manholes and valve boxes.

6.7 Utilities Which may be Covered by Paving (If Applicable)

In the event a structure is overlooked for adjustment by a utility company prior to the daily scheduled asphalt application (if applicable), the CONTRACTOR shall apply the asphaltic concrete leveling course or wearing course over the existing structure which were not adjusted so as to provide a smooth level surface. It will be the CONTRACTOR'S responsibility to mark the overlooked locations that were covered with new asphalt with a painted red "X". The appropriate utility company, where necessary, will make the final adjustment, after the resurfacing has been completed.

The CONTRACTOR shall notify the INDEPENDENT PROFESSIONAL and the appropriate utility company of the above locations in writing.

6.8 Owner's Right to Clean Up

If a dispute arises among the CONTRACTOR, other subcontractors and the OWNER as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the OWNER may clean up and allocate its costs among those responsible as the Construction Manager, in consultation with the INDEPENDENT PROFESSIONAL, determine to be just.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 INDEPENDENT PROFESSIONAL as Liaison between Owner and Contractor

Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through INDEPENDENT PROFESSIONAL.

7.2 INDEPENDENT PROFESSIONAL Substitution

In case of termination of the employment of INDEPENDENT PROFESSIONAL, OWNER shall appoint a INDEPENDENT PROFESSIONAL against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former INDEPENDENT PROFESSIONAL.

7.3 Owner Provided Information and Payment

OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 13.4 and 13.13.

7.4 Land and Easement Provisions

OWNER'S duties in respect of providing lands and easements and providing INDEPENDENT PROFESSIONAL surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents.

7.5 Owner Liability and Property Insurance Responsibilities

7.5.1 OWNER is not required to purchase or maintain insurance and in the event the OWNER does not elect to purchase any insurance, such election shall not prejudice the OWNER in attempting to

collect any damages which may be appropriate from any responsible party which would have otherwise been subject to such insurance nor will such election not affect OWNER'S rights in the insurance purchased by CONTRACTOR.

- 7.5.2 OWNER typically maintains property insurance with a deductible amount of self-insured retention of \$100,000 on existing buildings only and not any portion of the Work in order to protect the interests of CONTRACTOR, SUBCONTRACTORS, INDEPENDENT PROFESSIONAL or others in the Work. The risk of loss within the deductible amount will be borne by CONTRACTOR if it, its SUBCONTRACTOR, or someone else for whom it is responsible causes any such loss. If any of these parties wish to purchase and maintain such insurance for this deductible amount, it will be at the purchaser's own expense. Owner is not required to maintain this coverage and Contractor should verify OWNER'S coverages prior to commencing work.
- 7.5.3 OWNER specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of §768.28, Florida Statutes.
- 7.5.4 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided by OWNER, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not OWNER has procured such other insurance.
- 7.5.5 If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with this Contract on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within TEN (10) days after receipt of the certificates or other evidence requested. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If Contractor does not purchase or maintain all of the Bonds and insurance required by the Contract Documents, Contractor shall notify the OWNER in writing of such failure to purchase within a reasonable time and prior to commencement of work, if possible. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or insurance to protect the intended insurable interests at the expense of the Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.
- 7.5.6 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all Work, such use or occupancy may be accomplished in accordance with Paragraph 14.10; provided that no such use or, occupancy shall commence before insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.
- 7.5.7 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and OWNER, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR thereupon cease and terminate.

7.6 Change Orders

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

7.7 Inspections

OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 12.4.

7.8 Work Termination or Suspension

In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 12.10 and 14.1. Paragraph 14.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

7.9 Control Over Work

The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR'S means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

7.10 Asbestos, PCBs, Hazardous Waste, etc.

OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

7.11 Financial Arrangements

If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER'S obligations under the Contract Documents, OWNER'S responsibility in respect thereof will be as set forth in Supplementary Conditions.

ARTICLE 8 INDEPENDENT PROFESSIONAL'S STATUS DURING CONSTRUCTION

8.1 Owner's Representative

INDEPENDENT PROFESSIONAL will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of INDEPENDENT PROFESSIONAL as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and INDEPENDENT PROFESSIONAL.

8.2 Visits to Site

INDEPENDENT PROFESSIONAL will make visits to the site at intervals appropriate to the various stages of construction as INDEPENDENT PROFESSIONAL deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR'S executed Work. Based on information obtained during such visits and observations, INDEPENDENT PROFESSIONAL will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. INDEPENDENT PROFESSIONAL will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. INDEPENDENT PROFESSIONAL'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on site observations, INDEPENDENT PROFESSIONAL will keep OWNER informed of the progress of the Work and will endeavor to guard

OWNER against defective Work. INDEPENDENT PROFESSIONAL'S visits and on-site observations are subject to all the limitations on INDEPENDENT PROFESSIONAL'S authority and responsibility set forth in paragraph 8.13, and particularly, but without limitation, during or as a result of INDEPENDENT PROFESSIONAL'S on-site visits or observations of CONTRACTOR'S Work INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

8.3 Project Representative

If OWNER and INDEPENDENT PROFESSIONAL agree, INDEPENDENT PROFESSIONAL will furnish a Resident Project Representative to assist INDEPENDENT PROFESSIONAL in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 8.13. If OWNER designates another representative or agent to represent OWNER at the site who is not INDEPENDENT PROFESSIONAL'S Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be the same as the OWNER unless other provided for in Supplementary Conditions.

8.4 Clarifications and Interpretations

INDEPENDENT PROFESSIONAL will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as INDEPENDENT PROFESSIONAL may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or Article 11.

8.5 Authorized Variations in Work

INDEPENDENT PROFESSIONAL may authorize minor changes in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or 11.

8.6 Rejecting Defective Work

INDEPENDENT PROFESSIONAL will have authority to disapprove or reject Work which INDEPENDENT PROFESSIONAL believes to be defective, or that INDEPENDENT PROFESSIONAL believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL will also have authority to require special inspection or testing of the Work as provided in paragraph 12.9, whether or not the Work is fabricated, installed or completed.

8.7 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Shop Drawings and Samples

In connection with INDEPENDENT PROFESSIONAL'S authority as to Shop Drawings and Samples, see paragraphs 5.24 through 5.28 inclusive.

8.8 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Change Orders

In connection with INDEPENDENT PROFESSIONAL'S authority as to Change Orders, see Articles 9, 10 and 11.

8.9 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Payment

In connection with INDEPENDENT PROFESSIONAL'S authority as to Applications for Payment, see Article 13.

8.10 Determinations for Unit Prices

INDEPENDENT PROFESSIONAL will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of INDEPENDENT PROFESSIONAL on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal.

8.11 Decisions on Disputes

INDEPENDENT PROFESSIONAL will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to INDEPENDENT PROFESSIONAL in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to INDEPENDENT PROFESSIONAL and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to INDEPENDENT PROFESSIONAL and the other party within sixty (60) days after the start of such occurrence or event unless INDEPENDENT PROFESSIONAL allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to INDEPENDENT PROFESSIONAL and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless INDEPENDENT PROFESSIONAL allows additional time). INDEPENDENT PROFESSIONAL will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The INDEPENDENT PROFESSIONAL'S formal decision is entitled to a rebuttable presumption that the decision is correct and binding upon the OWNER and CONTRACTOR.

8.12 INDEPENDENT PROFESSIONAL as Interpreter or Judge

When functioning as interpreter and judge under Paragraph 8.11 INDEPENDENT PROFESSIONAL will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. INDEPENDENT PROFESSIONAL will render formal decisions within thirty (30) days of the last party's submittal. No action, either at law or at equity, shall be brought by CONTRACTOR in connection with such claim, dispute or other matter later than THIRTY

(30) days after the date on which INDEPENDENT PROFESSIONAL has rendered such written decision in respect thereof. Failure to bring an action within said THIRTY (30) day period shall result in INDEPENDENT PROFESSIONAL'S decision being final and binding upon CONTRACTOR. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

8.13 Limitations on INDEPENDENT PROFESSIONAL'S Authority and Responsibilities

- 8.13.1 Neither INDEPENDENT PROFESSIONAL'S authority or responsibility under this Article 8 or under any other provision of the Contract Documents nor any decision made by INDEPENDENT PROFESSIONAL in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by INDEPENDENT PROFESSIONAL shall create, impose or give rise to any duty owed by INDEPENDENT PROFESSIONAL to CONTRACTOR, any SUBCONTRACTOR, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.
- 8.13.2 INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. INDEPENDENT PROFESSIONAL will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.
- 8.13.3 INDEPENDENT PROFESSIONAL will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR, any Supplier, or of any other person or organization performing or furnishing any of the Work.
- 8.13.4 INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 13.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.
- 8.13.5 The limitations upon authority and responsibility set forth in this paragraph 8.13 shall also apply to INDEPENDENT PROFESSIONAL'S Consultant, Resident Project Representative and assistants.

ARTICLE 9 CHANGES IN THE WORK

9.1 Written Amendments, Change Orders

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Any Work, which is commenced without a Change Order, Written Amendment, or Work Directive being

approved, shall constitute a waiver of any claim of compensation for such Work. All Work Directives must be approved by OWNER'S Administration.

9.2 Disputed Change Orders

If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 10 or Article 11.

9.3 No Payment Increase

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 5.23 or in the case of uncovering Work as provided in paragraph 12.9.

9.4 Change Order Recommendations

OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by INDEPENDENT PROFESSIONAL (or Written Amendments) covering:

- 9.4.1 Changes in the Work which are (i) ordered by OWNER pursuant to paragraph 9.1, (ii) required because of acceptance of defective Work under paragraph 12.13 or correcting defective Work under paragraph 12.14, or agreed to by the parties;
- 9.4.2 Changes in the Contract Price or Contract Times which are agreed to by the parties; and
- 9.4.3 Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by INDEPENDENT PROFESSIONAL pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.29.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

9.5 Quotations for Work Additions, Deletions or Revisions

At any time INDEPENDENT PROFESSIONAL may request a quotation from CONTRACTOR for a proposed change in the Work. Within TEN (10) Calendar Days after receipt of a request for a quotation for a proposed change, CONTRACTOR shall proceed to submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. INDEPENDENT PROFESSIONAL shall have TEN (10) Calendar Days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with Articles 10 and 11 of the General Conditions, and in sufficient detail reasonably to permit an analysis by INDEPENDENT PROFESSIONAL of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Any amount claimed for Subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit any analysis of impact. Notwithstanding the

request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial delays.

9.6 Change in Time or Price for Work Additions, Deletions or Revisions

The adjustment in Contract Price, Contract Time or both stated in a Change Order shall comprise the total price, or time adjustment or both due or owned the CONTRACTOR for the Work or changes defined in the Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price, time adjustments or both include all costs, profits and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, lost profits, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or Contract Time as a result of increases or decreases in Contract amounts and time of performance caused directly and indirectly from the change, subject to the current scope of the entire Work as set forth in the Contract Documents. The Change Order constitutes an Agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR be waived all rights to file a claim including claims for extended overhead, delay, lost profits, additional costs or expenses, etc.

ARTICLE 10 CHANGE OF CONTRACT PRICE

10.1 Total Compensation

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR'S expense without change in the Contract Price.

10.2 Price Modifications

The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to INDEPENDENT PROFESSIONAL promptly (but in no event later than **TWENTY (20)** Calendar Days after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within **FIFTY (50)** Calendar Days after such occurrence or event (unless in writing INDEPENDENT PROFESSIONAL allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event.

INDEPENDENT PROFESSIONAL in accordance with Paragraph 8.11 shall determine all claims for adjustment in the Contract Price if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract price will be valid if not submitted in accordance with this Paragraph 10.2 or if asserted after Final Payment as defined in Paragraph 13.13.

10.3 Payment Adjustment Requirements

The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

- 10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1 through 10.9.3 inclusive);

- 10.3.2 Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2);
- 10.3.3 Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 10.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraph 10.6).

10.4 Cost of the Work

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 10.5.

- 10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll cost for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to salaries and wages plus the cost of federal payroll taxes, state unemployment taxes and worker's compensation insurance premiums. Such employees shall include persons at the site, and superintendents and foremen at the site, but shall exclude all others. The expenses of performing the Work after regular working hours, Saturday, Sunday or recognized Declared City legal holidays (as described in 1.11), shall be included in the above only if such work is previously authorized in writing by the OWNER.
- 10.4.2 Cost of materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.
- 10.4.3 Payments made by CONTRACTOR to the SUBCONTRACTORS for Work performed or furnished by SUBCONTRACTORS. If required by OWNER, CONTRACTOR shall obtain competitive Bid/Proposals from SUBCONTRACTORS acceptable to OWNER and CONTRACTOR and shall deliver such Bid/Proposals to OWNER who will then determine, with the advice of INDEPENDENT PROFESSIONAL, which Bid/Proposals, if any, will be accepted. If any subcontract provides that the SUBCONTRACTOR is to be paid on the basis of Cost of the Work Plus a fee, the SUBCONTRACTOR'S Cost of the Work and fee shall be determined in the same manner as CONTRACTOR'S Cost of the Work and fee as provided in paragraphs 10.4, 10.5, 10.6 and 10.7. All SUBCONTRACTORS shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 10.4.4 Costs of special consultants (limited to INDEPENDENT PROFESSIONALS, architects, testing laboratories, surveyors) employed for services specifically related to the Work.
- 10.4.5 Supplemental costs including the following:
- 10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

- 10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
- 10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of INDEPENDENT PROFESSIONAL, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof -- all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- 10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.
- 10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- 10.4.5.6 The cost of utilities, fuel and sanitary facilities at the site.
- 10.4.5.7 Cost of premiums for additional Bonds and insurance required because of changes in the Work.
- 10.4.5.8 Supplemental costs shall be limited to the lower of actual cost of the supplemental work or FIFTEEN PERCENT (15%) of the sum of the total costs for items 10.4.1, 10.4.2, 10.4.3, and 10.4.4.

10.5 Exception to Cost of the Work

The term Cost of the Work shall not include any of the following:

- 10.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), managers, INDEPENDENT PROFESSIONALS, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or not on site, all off-site personnel, and all personnel not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.4.1 or specifically covered by Paragraph 10.4.4 all of which shall be considered administrative costs covered by the CONTRACTOR'S fee.
- 10.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.
- 10.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- 10.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.7 above).
- 10.5.5 Fringe benefits costs such as Health and Retirement Benefits, bonuses, sick leave, vacation and holiday pay or any other fringe benefit except those specifically listed in 10.4.1.

Costs due to the negligence of CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any

damage to property. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 Fee for Profit and Overhead

The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 A mutually acceptable fixed fee; or 10.6.2 if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2 For costs incurred under paragraphs 10.4.1 and 10.4.2:

10.6.2.1 The CONTRACTOR'S fee shall be ten (10%) percent;

10.6.2.2 For costs incurred under paragraph 10.4.3 the CONTRACTOR'S fee shall be five (5%) percent;

10.6.2.3 Where one or more tiers of subcontracts are on the basis of the Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 10.4.1, 10.4.2, 10.4.3 and 10.6.2 is that the SUBCONTRACTOR who actually performs or furnishes the Work, at whatever tier, will be paid a fee of TEN PERCENT (10%) of the costs incurred by such SUBCONTRACTOR under Paragraphs 10.4.1 and 10.4.2 and that any higher tier SUBCONTRACTOR and CONTRACTOR will each be paid a fee of FIVE PERCENT (5%) of the amount paid to the next lower tier SUBCONTRACTOR;

10.6.2.4 No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.5 The amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR'S fee by an amount equal to five (5%) percent of such net decrease; and

10.6.2.6 When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.5, inclusive.

10.7 Financial Record Keeping

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 and 10.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to INDEPENDENT PROFESSIONAL an itemized cost breakdown together with supporting data.

10.8 Cash Allowances

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and INDEPENDENT PROFESSIONAL. CONTRACTOR agrees that:

10.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 CONTRACTOR'S cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by INDEPENDENT PROFESSIONAL to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.9 Unit Price Work

- 10.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bid/Proposals and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by INDEPENDENT PROFESSIONAL in accordance with paragraph 8.10.
- 10.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.
- 10.9.3 OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if:
- 10.9.3.1 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and there is no corresponding adjustment with respect to any other item of work; or
 - 10.9.3.2 OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase; and
 - 10.9.3.3 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; by at least **FIFTEEN PERCENT (15%)** of such item's Bid/Proposal estimated quantity.

ARTICLE 11 CHANGE OF CONTRACT TIMES

11.1 Time Change

The Contract Time may only be changed by a Change Order or written amendment. Any claim for an extension in the Contract Time shall be based on written notice delivered to the OWNER and INDEPENDENT PROFESSIONAL within **TWENTY (20)** Calendar Days from detection or the beginning of any event or circumstance giving rise to excusable or compensable delay and setting forth the general nature of the cause of the delay. Within **FIFTY (50)** Calendar Days of any such detection or beginning of delay, CONTRACTOR shall provide the analysis and documentation required to ascertain the facts. No claim by CONTRACTOR under this provision shall be allowed unless CONTRACTOR has given the notice and the analysis and documentation required in this *Paragraph*, or if asserted after Final Payment.

11.2 Contract Limits

All time limits stated in the Contract Documents are of the essence of the Agreement.

11.3 Time Extensions

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 11.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 6, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a SUBCONTRACTOR or Supplier shall be deemed to be delays within the control of CONTRACTOR. No forfeiture due to delay shall be made because of any excusable and prejudicial delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any additional compensation. The sole remedy of the CONTRACTOR shall be an extension of Contract Time pursuant to this Paragraph of these General Conditions in any amount equal to the number of days of delay as determined by the OWNER.

11.4 Other Time Extensions

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR'S sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any SUBCONTRACTOR, and Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 6. No extension of Contract Time or increases in Contract Price shall be granted for non-prejudicial delays of any type or for inexcusable delays, unless otherwise agreed to by OWNER in its sole discretion.

11.5 No Recovery for Early Completion or Delay

If the CONTRACTOR submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the OWNER shall not be liable to the CONTRACTOR for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless of whether such delay or hindrance was caused by the OWNER or by its agents, should the CONTRACTOR be unable to complete the Work before such milestone or completion date.

CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from OWNER for lost profits, direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active malicious interference on the part of City. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for excusable delay.

ARTICLE 12 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Notice of Defects

Prompt notice of all defective Work of which OWNER or INDEPENDENT PROFESSIONAL have actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in this Article 12.

12.2 Access to Work

OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith as applicable.

12.3 Notice of Required Inspections

CONTRACTOR shall give INDEPENDENT PROFESSIONAL at least 24 hour notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. The CONTRACTOR shall endeavor to schedule his work during the standard 8:00 a.m. to 4:30 p.m., FIVE (5) days a week that requires an OWNER Resident Project Representative (RPR) or City's Building Inspectors to be present at the Project Site for whatever reason. This should not prevent the CONTRACTOR from proceeding with the Work that does not require constant or immediate review by the RPR or City's Building Inspectors.

12.4 Payment for Tests and Inspections

OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approval required by the Contract Documents except:

12.4.1 For inspections, tests or approvals covered by paragraph 12.5 below;

12.4.2 That costs incurred in connection with tests or inspections conducted pursuant to paragraph 12.9 below shall be paid as provided in said paragraph 12.9; and

12.4.3 As otherwise specifically provided in the Contract Documents.

12.5 Inspection Coordination and Costs

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish INDEPENDENT PROFESSIONAL the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER'S and INDEPENDENT PROFESSIONAL'S acceptance of materials or equipment to be

incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work.

12.6 Inspection of Covered Work

If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for observation.

12.7 Payment of Uncovering Covered Work

Uncovering Work as provided in paragraph 12.6 shall be at CONTRACTOR'S expense unless CONTRACTOR has given INDEPENDENT PROFESSIONAL timely notice of CONTRACTOR'S intention to cover the same and INDEPENDENT PROFESSIONAL has not acted with reasonable promptness in response to such notice.

12.8 Uncovering Work

If any Work is covered contrary to the written request of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for INDEPENDENT PROFESSIONAL'S observation and replaced at CONTRACTOR'S expense.

12.9 INDEPENDENT PROFESSIONAL'S Authority to Uncover Covered Work

If INDEPENDENT PROFESSIONAL considers it necessary or advisable that covered Work be observed by INDEPENDENT PROFESSIONAL or inspected or tested by others, CONTRACTOR, at INDEPENDENT PROFESSIONAL'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as INDEPENDENT PROFESSIONAL may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 10. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11.

12.10 Owner May Stop the Work

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

12.11 Correction or Removal of Defective Work

If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by INDEPENDENT PROFESSIONAL, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

12.11.1 The CONTRACTOR shall not be entitled to an extension of the Contract Time for correcting or removing defective Work.

12.12. Correction Period

12.12.1 If within ONE (1) year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of INDEPENDENT PROFESSIONALS, architects, attorneys and other professionals) will be paid by CONTRACTOR.

12.12.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided by Written Amendment.

12.12.3 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 12.12, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

12.13 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, also INDEPENDENT PROFESSIONAL) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by INDEPENDENT PROFESSIONAL as to reasonableness). If any such acceptance occurs prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. If the acceptance occurs after such recommendation an appropriate amount will be paid by CONTRACTOR to OWNER.

12.14 Owner May Correct Defective Work

If CONTRACTOR fails within a reasonable time after written notice from INDEPENDENT PROFESSIONAL to correct defective Work or to remove and replace rejected Work as required by INDEPENDENT PROFESSIONAL in accordance with paragraph 12.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and

equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees, OWNER'S other contractors and INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

12.15 CONTRACTOR'S Obligation to Contract Documents

Neither observation by INDEPENDENT PROFESSIONAL, nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents. The fact that the OWNER is a municipal corporation, and has Building, Utilities, and Fire Departments which will conduct building inspections for general compliance with the applicable construction, fire, and utilities laws, shall not in any way act as an estoppel to, or a waiver of the OWNER'S right to require construction in accordance with the Contract Documents or construction in accordance with applicable building, fire, and utilities codes.

ARTICLE 13 PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to INDEPENDENT PROFESSIONAL. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 Application for Progress Payment

At least twenty (20) days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.2.1 MONTHLY PROGRESS STATUS REPORTS

Each monthly application for progress payment shall incorporate the corresponding "Monthly Progress Status Report".

13.2.2 SECTION 255.052

The parties hereto agree that Section 255.052, Florida Statutes, does not apply to this Agreement, or to any underlying agreements and obligations to which this Agreement pertains.

13.3 Contractor's Warranty of Title

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.3.1 MECHANICS LIENS

The CONTRACTOR covenants and agrees that no mechanics' liens, equitable liens, construction liens asserted under the Construction Lien Law, Chapter 255, Florida Statutes, or other liens against public funds or property (herein "mechanics' liens") will be permitted to arise, be filed or maintained against the OWNER, the Project or any part of it, any interest in it or any improvements on it, or any real or personal property owner by the OWNER, against any monies due or to become due from the OWNER to the CONTRACTOR, for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Project, and the CONTRACTOR further agrees to indemnify the OWNER for any costs, charges, expenses, losses, or damages OWNER may incur as a result of any asserted mechanics' lien. CONTRACTOR agrees to cause any of the foregoing liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within thirty (30) days from the date of the filing, and upon the CONTRACTOR'S failure to do so the OWNER shall have the right, in addition to all other rights and remedies provided under this Contract or by law, to cause the liens or claims to be satisfied, removed or discharged by whatever means the OWNER chooses, at the entire cost and expense of the CONTRACTOR, the expense to include legal fees and costs and all expenses. Real property owned by a Florida municipal corporation is not subject to liens, and nothing in this paragraph shall waive the OWNER'S right to assert that its property is immune from mechanics' liens, or to waive other defenses or immunities that may be enjoyed by the City of Plantation.

13.4 Review of Applications for Progress Payment

INDEPENDENT PROFESSIONAL will, within TEN (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing INDEPENDENT PROFESSIONAL'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. TWENTY-ONE (21) days after presentation of the Application for Payment to OWNER with INDEPENDENT PROFESSIONAL'S recommendation and the approval of the application by the Administration or the City governing body (the latter by its Resolution approving the weekly bill list), the amount recommended will (subject to the provisions of the last sentence of *Paragraph 13.7*) become due and when due will be paid by OWNER to CONTRACTOR.

Prior to Substantial Completion progress payments will be in an amount equal to: **NINETY PERCENT (90%)** of the Work completed. (Major items of equipment and non-perishable materials delivered and suitably stored may be included if such items have been specified in the schedule of values provided for in *Paragraph 13.11*), and the maximum payable percentage shall be **FORTY PERCENT (40%)** for uninstalled material which is stored on-site.

13.5 INDEPENDENT PROFESSIONAL'S Recommendation

INDEPENDENT PROFESSIONAL'S recommendation of any payment requested in an Application for Payment will constitute a representation by INDEPENDENT PROFESSIONAL to OWNER, based on INDEPENDENT PROFESSIONAL'S on-site observations of the executed Work as an experienced and qualified design professional and on INDEPENDENT PROFESSIONAL'S review of the Application for

Payment and the accompanying data and schedules that to the best of INDEPENDENT PROFESSIONAL'S knowledge, information and belief:

13.5.1 the Work has progressed to the point indicated,

13.5.2 the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 8.10, and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is INDEPENDENT PROFESSIONAL'S responsibility to observe the Work.

However, by recommending any such payment INDEPENDENT PROFESSIONAL will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to INDEPENDENT PROFESSIONAL in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

13.6 INDEPENDENT PROFESSIONAL'S Exception for Responsibility of Contractor's Work

INDEPENDENT PROFESSIONAL'S recommendation of any payment, including final payment, shall not mean that INDEPENDENT PROFESSIONAL is responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

13.7 Payment Rejection

INDEPENDENT PROFESSIONAL may refuse to recommend the whole or any part of any payment if, in INDEPENDENT PROFESSIONAL'S opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 13.5. INDEPENDENT PROFESSIONAL may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in INDEPENDENT PROFESSIONAL'S opinion to protect OWNER from loss because:

13.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

13.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

13.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.14, or

13.7.4 INDEPENDENT PROFESSIONAL has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.4, inclusive.

OWNER may refuse to make payment of the full amount recommended by INDEPENDENT PROFESSIONAL because:

13.7.5 Claims have been made against OWNER on account of CONTRACTOR'S performance or furnishing of the Work,

13.7.6 Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens.

13.7.7 There are other items entitling OWNER to a set-off against the amount recommended, or

13.7.8 OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 13.7.1 through 13.7.3 or paragraphs 14.2.1. through 14.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to INDEPENDENT PROFESSIONAL) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER'S satisfaction the reasons for such action.

13.8 Substantial Completion

When CONTRACTOR considers the entire Work ready for its intended use and meets the definition of Substantial Completion as provided in the Contract Documents, CONTRACTOR shall notify OWNER and INDEPENDENT PROFESSIONAL in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that INDEPENDENT PROFESSIONAL issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of the Work to determine the status of completion. If INDEPENDENT PROFESSIONAL does not consider the Work substantially complete, INDEPENDENT PROFESSIONAL will notify CONTRACTOR in writing giving the reasons therefor. If INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have fifteen (15) working days after receipt of the tentative certificate during which to make written objection to INDEPENDENT PROFESSIONAL as to any provisions of the certificate or attached list. If, after considering such objections, INDEPENDENT PROFESSIONAL concludes that the Work is not substantially complete, INDEPENDENT PROFESSIONAL will within thirty (30) working days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER'S objections, INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will within said thirty (30) working days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as INDEPENDENT PROFESSIONAL believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion INDEPENDENT PROFESSIONAL will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform INDEPENDENT PROFESSIONAL in writing prior to INDEPENDENT PROFESSIONAL'S issuing the definitive certificate of Substantial Completion, INDEPENDENT PROFESSIONAL'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

13.9 Contractor's Access After Substantial Completion

OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

13.10 Partial Utilization

Use by OWNER at OWNER'S option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, INDEPENDENT PROFESSIONAL and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

13.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use. If CONTRACTOR agrees that such part of the Work is ready for intended use, CONTRACTOR will certify to OWNER and INDEPENDENT PROFESSIONAL that such part of the Work is so ready and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. CONTRACTOR at any time may notify OWNER and INDEPENDENT PROFESSIONAL in writing that CONTRACTOR considers any such part of the Work ready for its intended use and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion. If INDEPENDENT PROFESSIONAL does not consider that part of the Work to be ready for its intended use, INDEPENDENT PROFESSIONAL will notify OWNER and CONTRACTOR in writing giving the reasons therefor.

13.10.2 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the property insurance requirements.

OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although Final Completion has not been accomplished. A copy of such request will be sent to INDEPENDENT PROFESSIONAL and within a reasonable time thereafter OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and INDEPENDENT PROFESSIONAL that such part of the work is not ready for separation by OWNER, INDEPENDENT PROFESSIONAL will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed INDEPENDENT PROFESSIONAL). During such operation and prior to Final Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

13.11 Final Inspection

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, INDEPENDENT PROFESSIONAL will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

13.12 Final Application for Payment

After CONTRACTOR has completed all such corrections to the satisfaction of INDEPENDENT PROFESSIONAL and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the insurance requirements, marked-up record documents (as provided in paragraph 5.19), surveys, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of required insurance, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipt or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien. All documents submitted for Final Payment including all waivers and releases shall have such provisions and language as is reasonably requested by the OWNER or its legal counsel.

13.12.1 Notwithstanding any other provision of these Contract Documents to the contrary, OWNER and INDEPENDENT PROFESSIONAL are under no duty or obligation whatsoever to any SUBCONTRACTOR, laborer or other party to ensure that payments due and owing by the CONTRACTOR to any of them are or will be made. Such parties shall rely only on the CONTRACTOR'S Surety Bonds for remedy of nonpayment by the CONTRACTOR.

13.13 Final Payment and Acceptance

If, the basis of INDEPENDENT PROFESSIONAL'S observation of the Work during construction and final inspection, and INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation – all as required by the Contract Documents, INDEPENDENT PROFESSIONAL is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, and that the Work has reached Final Completion, as such term is defined in the Contract Documents, INDEPENDENT PROFESSIONAL will, within FIFTEEN (15) days after receipt of the final Application for Payment, indicate in writing INDEPENDENT PROFESSIONAL'S recommendation of payment and present the Application to OWNER for payment. Thereupon INDEPENDENT PROFESSIONAL will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of *Paragraph 13.15*. Otherwise, INDEPENDENT PROFESSIONAL will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

Upon Final Completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price within TWENTY-ONE (21) Calendar Days of the recommendation of the INDEPENDENT PROFESSIONAL. A Final Receipt on a form acceptable to the OWNER will be required at the time of final payment with appropriate releases of the CONTRACTOR, SUBCONTRACTOR and suppliers.

13.14 Waiver of Claims

The making and acceptance of final payment will constitute:

13.14.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 13.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, CONTRACTOR'S continuing obligations under the Contract Documents; and

13.14.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

13.15 Acceptance of Work

CONTRACTOR'S obligations to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL, nor the issuance of a certificate of Substantial Completion or Final Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use of occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to *Paragraph 13.13*, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

ARTICLE 14 SUSPENSION OF WORK AND TERMINATION

14.1 Owner May Suspend Work

At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and INDEPENDENT PROFESSIONAL which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed only an extension of the Contract Times, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.1.1 NO TIME EXTENSION OR PRICE CHANGE DUE TO CONTRACTOR DEFAULT

Notwithstanding Paragraph 14.1, if the OWNER stops Work under Paragraph 12.10 or suspends the CONTRACTOR'S services under Paragraph 12.14, or suspends the Work or any portion thereof because of the CONTRACTOR'S failure to prosecute the Work or breach of the Contract Documents, the CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract price.

14.2 Owner May Terminate

Upon the occurrence of any one or more of the following events:

- 14.2.1 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 5.6);
- 14.2.2 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;
- 14.2.3 If CONTRACTOR disregards the authority of INDEPENDENT PROFESSIONAL; or
- 14.2.4 If CONTRACTOR otherwise violates in any way any provisions of the Contract Documents;
- 14.2.5 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if CONTRACTOR takes an equivalent or similar action by filing a petition or otherwise under any other Federal or State law in effect at such time relating to the bankruptcy or insolvency;

- 14.2.6 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to bankruptcy or insolvency;
- 14.2.7 If CONTRACTOR makes a general assignment for the benefit of creditors;
- 14.2.8 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is or the purpose of enforcing a Lien against such property or for the purpose of general administration or such property for the benefit of CONTRACTOR'S creditors;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven (7) days written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and all of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses and damages incurred by OWNER will be reviewed by INDEPENDENT PROFESSIONAL as to their reasonableness and when so approved by INDEPENDENT PROFESSIONAL incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

14.3 Liability of Contractor if Terminated

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

14.4 Termination

Upon seven (7) days written notice to CONTRACTOR and INDEPENDENT PROFESSIONAL, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

- 14.4.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- 14.4.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
- 14.4.3 for all claims, costs, losses and damage incurred in settlement of terminated contracts with SUBCONTRACTORS, Suppliers and others; and

14.4.4 for reasonable expenses directly attributable to termination;

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

If OWNER'S termination for cause is determined inappropriate or unjustified by a court of competent jurisdiction, the Contract will be deemed to have been terminated for convenience and the CONTRACTOR shall be compensated solely in accordance with this paragraph.

14.5 Contractor May Stop Work or Terminate

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or INDEPENDENT PROFESSIONAL fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL, and provided OWNER or INDEPENDENT PROFESSIONAL do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 14.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if INDEPENDENT PROFESSIONAL has failed to act on an Application for Payment within thirty (30) days after it is submitted, or OWNER has failed for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 14.5 are not intended to preclude CONTRACTOR from making claim under Articles 10 and 11 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR'S stopping Work as permitted by this paragraph.

ARTICLE 15 DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedures, if any, shall be as set forth in Exhibit GC-A. "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, all claims, counterclaims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of, relating to, or pertaining to this Contract, or the breach thereof, or the services provided herein; or the standard of performance herein required, shall be determined by litigation in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated hereby.

In the event of litigation in order to enforce this Contract, or which arises out of, pertains to, or relates to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, the prevailing party shall be entitled to a reasonable attorney's fee. Notwithstanding the foregoing sentence, the maximum attorney's fees which one party can recover from the other will not exceed \$ _____ (\$25,000 unless otherwise filed in).

ARTICLE 16 MISCELLANEOUS

16.1 Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given 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, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

16.2 Computation of Time

16.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a city legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.2.2 A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

16.3 Notice of Claim

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

16.4 Cumulative Remedies

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the OWNER, and, without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to the OWNER which are otherwise available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which it applies.

16.5 Format Of Documents, Forms, Etc.

The INDEPENDENT PROFESSIONAL shall determine the form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents. The forms for Notice of Award, Notice to Proceed, Work Directive Change, Change Order, Field Order, Application for Payment, Certificate of Substantial Completion and Final Receipt which the INDEPENDENT PROFESSIONAL expects to use shall be subject to approval by City's Administration.

16.6 Fiscal Year Expenditure Limits

The City, during any fiscal year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as amended, surpluses carried over to the present fiscal year, and reserves which are available for expenditure during such fiscal year. Any Contract, verbal or written, made in violation of this subsection is at the OWNER'S option null and void and in no event can money may be paid on such contract in excess of what is available for expendable for expenditures in any given fiscal year. Nothing herein contained shall prevent the making

of Contracts for periods exceeding **ONE (1)** year, but any Contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

16.7 Development Approval Or Rejection

The making of this Agreement does not constitute an abrogation of the City's governmental land development regulatory power, and the CONTRACTOR'S performance is contingent upon all such development approvals being obtained. Should the City of Plantation or another governmental authority or agency with jurisdiction not approve any required application for development approval prerequisite to the granting of a building permit, this Agreement shall become automatically null and void as if same never existed and so as to not be the basis in any respect for a damage claim as a result of such denied development order.

16.8 Material Interest

Contractor warrants that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Contract or the compensation to be paid under it. No City employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent, nor any employee or elected or appointed officer, is a partner, officer, director, or proprietor of the CONTRACTOR'S business, and further, no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR'S business. Material interest means direct or indirect ownership of more than **FIVE PERCENT (5%)** of the total assets or capital stock of the CONTRACTOR'S company.

16.9 Convicted Vendor List

A person or affiliate as defined §287.133, Florida Statutes, who has been placed on the convicted vendor list maintained by the Department of Management Services following a conviction for a public entity crime, may not submit a Bid/Proposal on a contract to provide any goods or services to the City of Plantation, may not submit a Bid/Proposal on a contract with the City of Plantation for the construction or repair of any public building or public work, may not submit Bid/Proposals on leases of real property with the City of Plantation, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City of Plantation in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of **THIRTY-SIX (36)** months from the date of being placed on the convicted vendor list.

16.10 Covenants, Agreements And Obligations Of Involved Parties

OWNER and CONTRACTOR each binds themselves, their partners, successors, and legal representatives to the other party thereto, their partners, successors, and legal representatives to all of the covenants, agreements and obligations contained in the Contract Documents.

16.11 Severability Of Contract

Should any section, paragraph, sentence, clause, phrase, or other part of this Contract be declared by a Court of competent jurisdiction to be invalid or void, such decision shall not affect the validity of this Contract as a whole or any part thereof other than the part so declared invalid or void. Also, the non-enforcement of any provision by either party with respect to any matter shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision of the remainder of this Agreement or as to similar matters or the same type of matter in the future.

16.12 No Assignments Without Consent

No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound by the assignment; and

specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

16.13 Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given 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, or if hand delivered at or sent by registered or certified return receipt mail, postage prepaid, to the last business address known to the giver of the notice.

16.14 Notices To Owner

Correspondence to the OWNER shall be addressed to the Mayor with a copy to the Administrative Chief Administrative Officer, City of Plantation, 400 NW 73rd Avenue, Plantation, FL 33317. All matters regarding possible litigation, an additional copy shall be sent to the City Attorney at the address noted herein. CONTRACTOR shall at all times notify OWNER of the current business address of the CONTRACTOR.

16.15 Rule Of Construction

Contractor acknowledges that it has been given a sufficient full and fair opportunity to consult with legal counsel of its choice concerning this Contract Document. The Contract Documents shall be construed without regard to any presumption or other rule of law requiring construction against the party causing the Contract Documents to be drafted.

[54]9001-14001

TECHNICAL SPECIFICATIONS

DIVISION 1
GENERAL REQUIREMENTS

SECTION 01010 - SUMMARY OF WORK

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. The Work to be performed under this Contract shall consist of furnishing and installation of all tools, equipment, materials, supplies, manufactured articles, transportation and services, including fuel, power, water, and essential communications, for the performance of all labor, work, and/or other operations as required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the CONTRACTOR as though originally so specified or shown, at no increase in cost to the CITY.
- B. Wherever the Contract Documents address a third party (i.e., subcontractor, manufacturer, etc.) it is to be considered as the CONTRACTOR through the third party.
- C. Wherever a reference to number of days is noted, it shall be construed to mean calendar days.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Contract comprises the mechanical integrity testing of existing deep injection well IW-1. The work set forth within these bid documents includes the furnishing of all labor, materials, equipment, services and incidentals for the testing of the wells. Maintenance of existing operations is mandated throughout the testing period.
- B. The Work is located at the Central Water Treatment Plant, 900 NW 91st Avenue, Plantation, Florida 33324.

1.03 WORK BY OTHERS

- A. The CONTRACTOR's attention is directed to the fact that Work may be conducted at the site by other Contractors during the performance of the Work under this Contract. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the Work of such other Contractors, and shall cooperate fully with such Contractors to provide continued safe access to their respective portions of the site, as required to perform their respective contracts.

1.04 CONTRACTOR USE OF PROJECT SITE

- A. The CONTRACTOR's use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities, and field offices, as instructed by the CITY.
- B. Disposal of Debris: All debris, materials, piping, and miscellaneous waste products from the Work described in this section shall be removed from the project as soon as

possible. They shall be disposed of in accordance with applicable federal, state, and local regulations. The CONTRACTOR is responsible for determining these regulations and shall bear all costs or retain any profit associated with disposal of these items.

1.05 CITY USE OF THE PROJECT SITE

- A. The CITY may utilize all or part of the facilities during the entire period of construction for the conduct of the CITY's normal operations. The CONTRACTOR shall cooperate with the CITY to minimize interference with the CONTRACTOR's operations and to facilitate the CITY's operations.

1.06 PROJECT MEETINGS

- A. Preconstruction Conference: Prior to the commencement of Work at the site, a preconstruction conference will be held at a mutually agreed time and place which shall be attended by the CONTRACTOR, its superintendent, and its subcontractors as appropriate. Other attendees will be:

1. Representatives of the CITY.
2. Governmental representatives as appropriate.
3. Others as requested by CONTRACTOR, CITY, or ENGINEER.

- B. CONTRACTOR shall bring to the conference one copy each of the following:

1. Preliminary schedule including identifying each well and the major components of each well including but not limited to pad monitor well sampling, mobilization, preliminary pressure test, certified pressure test, video survey, RTS survey and site restoration.
2. Schedule of Payment Items (breakdown of items) for progress payment purposes.

- C. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include:

1. CONTRACTOR's tentative schedules.
2. Transmittal, review, and distribution of CONTRACTOR's submittals.
3. Processing applications for payment.
4. Maintaining record documents.
5. Critical work sequencing.
6. Field decisions and Change Orders.
7. Site access.

- 8. Use of project site, office and storage areas, security, housekeeping, the CITY's needs.
- D. The ENGINEER will preside at the preconstruction conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.
- E. Progress Meetings: The ENGINEER may conduct on-site progress meetings if required. The CITY, CONTRACTOR and ENGINEER shall be represented at each meeting.
- F. The ENGINEER will preside at the meetings and provide for keeping and distribution of the minutes. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

1.07 PERMITS

- A. It shall be the CONTRACTOR's responsibility to secure all permits of every description required to initiate and complete the work under this contract, except permits obtained by the CITY.
- B. Permits that have been obtained by the CITY or its authorized representative (copies are available to the CONTRACTOR), include the following: FDEP Approval Letter and the MIT plan submitted to FDEP.

1.08 SITE CONDITIONS

- A. The CONTRACTOR acknowledges that it has investigated prior to bidding and satisfied itself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during execution of the Work. The CONTRACTOR further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to it prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint itself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The CITY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the CITY.

1.09 DIMENSIONS OF EXISTING FACILITIES

- A. Where the dimensions and locations of existing improvements are of critical importance in the installation or connection of new work, the CONTRACTOR shall verify such dimensions and locations in the field prior to the fabrication and/or installation of materials or equipment which are dependent on the correctness of such information.

1.10 PROGRESS SCHEDULE

- A. Within seven days after the award of the Contract, the CONTRACTOR shall prepare and submit copies of its proposed progress schedule to the ENGINEER for review and comments. The schedule shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of the work and identifying testing activities for each well. The schedule shall be time scaled, identifying the first day of each week, with the estimated date of starting and completion of each stage of the work in order to complete the project within the Contract time.

1.11 TEMPORARY UTILITIES

- A. It shall be the CONTRACTOR's responsibility to provide equipment that is adequate for the performance of the Work under this Contract within the time specified. All equipment shall be kept in satisfactory operating condition, shall be capable of safely and efficiently performing the required Work, and shall be subject to review by the CITY's representative at any time within the duration of the Contract. All Work hereunder shall conform to the applicable requirements of the OSHA Standards for Construction.
- B. The CONTRACTOR shall provide for utilities and services for its own operations. The CONTRACTOR shall furnish, install and maintain all temporary utilities during the contract period including removal upon completion of the Work.
- C. Water: Water for testing will be provided by the CITY. The CONTRACTOR shall provide and maintain all meters, piping, fittings, adapters, and valving required. The CONTRACTOR shall make all necessary connections to existing piping and shall provide all necessary appurtenances at his own expense. Potable water shall only be used for activities that cannot be performed with reclaimed water.
- D. Reclaimed water (filtered and chlorinated secondary effluent) is available for flushing. The CITY will maintain a minimum chlorine residual concentration of 1 milligram per liter in the reclaimed water.
- E. Before final acceptance of the Work on the project, all temporary connections and piping installed by the CONTRACTOR shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of the ENGINEER and to the agency owning the affected utility.

1.12 TEMPORARY SANITARY FACILITIES

- A. The CONTRACTOR shall provide and maintain adequate and clean sanitary facilities for the construction work force and visitors. The facilities shall comply with local codes and regulations and be situated in an acceptable location.

1.13 PROTECTION OF EXISTING FACILITIES

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.

- B. The CONTRACTOR shall verify the exact locations and depths of all utilities shown and the CONTRACTOR shall make exploratory excavations of all utilities that may interfere with the Work. All such exploratory excavations shall be performed as soon as practicable after award of Contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's Work. When such exploratory excavations show the utility location as shown to be in error, the CONTRACTOR shall so notify the ENGINEER.

1.14 CONTRACTOR'S SITE ACCESS

- A. The Plantation Central WTP maintains a perimeter chain link fence and security gates. An electronic gate restricts access. Vehicles entering or leaving the facility are required to check with plant personnel via the intercom system located at the gate. CONTRACTOR shall provide a list of all workers to be entering the plant including employees and subcontractor employees.

1.15 CONTRACTOR'S WORK AND STORAGE AREA

- A. Storage areas shall be provided within the area designated by the Owner. The staging areas shown are general and do not indicate limits of construction. Responsibility for protection and safekeeping of equipment and materials at or near the sites will be solely that of the CONTRACTOR and no claim shall be made against the CITY by reasons of any act of an employee or trespasser. Should an occasion arise necessitating access to an area occupied by stored equipment and/or materials, the CONTRACTOR shall immediately move them. No equipment or materials shall be placed upon the CITY's property until it is acceptable to the CITY.
- B. If the CONTRACTOR requires additional staging area provided by the ENGINEER, the CONTRACTOR shall obtain such areas from offsite sources at no additional cost to the CITY.
- C. Upon completion of the Contract, the CONTRACTOR shall remove from the storage areas all of its equipment, temporary fencing, surplus materials, rubbish, etc., and restore the areas.

1.16 SECURITY

- A. The CONTRACTOR shall care for and protect against loss or damage of all material to be incorporated in the construction for the duration of the project and shall repair or replace damaged or lost materials and damage to structures.

1.17 SAFETY AND PROTECTION DEVICES

- A. It shall be the sole responsibility of the CONTRACTOR to protect persons from injury and to avoid property damage. Adequate barricades, construction signs, torches, red lanterns, and guards as required shall be placed and maintained during the progress of the construction work for the protection of the public in compliance with all federal, OSHA and local ordinances.

- B. The CONTRACTOR shall have unit responsibility for and be required to make good, at its own expense, all damage to property or adjacent properties caused in the execution of this Contract.
- C. The CONTRACTOR shall take all necessary precautions for the safety of its employees on the job and shall comply with all applicable provisions of federal, State, CITY, and municipal safety laws and regulations to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed.
- D. In the event, the CONTRACTOR's tools or materials delivered to the premises are stolen or damaged, it shall be responsible for such theft.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

- END OF SECTION -

SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. Payment for the various items in the Schedule of Payment items, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, taxes, materials, commissions, transportation and handling, bonds, permit fees, insurance, overhead and profit, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). Such compensation shall also include payment for any loss or damages arising directly or indirectly from the Work.
- B. The CONTRACTOR's attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. Should the CONTRACTOR feel that the cost for any item of Work has not been established by the Schedule of Payment items or this Section, it shall include the cost for that Work in some other applicable bid item, so that its proposal for the project does reflect its total price for completing the Work in its entirety.

1.02 SCHEDULE OF VALUES BIDS

- A. Item No. 1 – Injection Well MIT: Payment for mechanical integrity testing of Injection Well IW-1 shall include moving onto the site of all equipment; temporary containment facilities, construction of containment at each wellhead, removing and reinstallation of wellhead piping; implementing security requirements; installing temporary construction power, wiring and lighting facilities; all on-site communication facilities; on-site sanitary facilities, temporary water facilities, chemicals, disposal of fluids, all required bonds and insurance; having all OSHA required notices and establishment of safety programs and submitting initial submittals, video surveys, temperature logs, pressure tests, radioactive tracer surveys and for all other work required for complete testing of the injection wells for the Work to be completed in accordance with the Contract Documents.
- B. Item No. 2 - Consideration for Indemnification: Payment for consideration for indemnification of the CITY will be based upon the lump sum price named for such work, in accordance with the requirements of the Contract Documents. Payment will be one hundred dollars for consideration for indemnification named in the bid schedule and shall constitute full compensation for indemnifying the CITY as specified in the Contract Documents.

1.03 SCHEDULE OF PAYMENT VALUES

- A. The CONTRACTOR shall submit a Schedule of Payment Values for review with the return of the executed Agreement to the CITY. The schedule shall contain the installed

value of the component parts of Work for the purpose of making progress payments during the construction period.

- B. The schedule shall be given in sufficient detail for proper identification of Work accomplished. The Schedule of Payment Values shall directly correlate to each activity outlined in the construction progress schedule and the construction network analysis (specified in the Section 01300, Submittals) to accurately relate construction progress to the requested payment. Each item shall include its proportional share of all costs including the CONTRACTOR's overhead, contingencies and profit. The sum of all scheduled items shall equal the total value of the Contract.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

- END OF SECTION -

SECTION 01070 - ABBREVIATIONS

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. Wherever in these specifications references are made to the standards, specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of these specifications, the following acronyms or abbreviations which may appear in these specifications shall have the meanings indicated herein.

1.02 ABBREVIATIONS AND ACRONYMS

AAMA	Architectural Aluminum Manufacturer's Association
AASHTO	American Association of the State Highway and Transportation Officials
ACI	American Concrete Institute
ACOE	Army Corps of Engineers
ACPA	American Concrete Pipe Association
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGMA	American Gear Manufacturer's Association
AHGDA	American Hot Dip Galvanizers Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APHA	American Public Health Association
APWA	American Public Works Association
ASA	Acoustical Society of America
ASAE	American Society of Agriculture Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASMM	Architectural Sheet Metal Manual
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BCEPGMD	Broward County Environmental Protection and Growth Management Department
BCHD	Broward County Health Department

BHMA	Builders Hardware Manufacturer's Association
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Association
ETL	Electrical Test Laboratories
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FS	Federal Specifications
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
MBMA	Metal Building Manufacturer's Association
MTI	Marine Testing Institute
NAAM	National Association of Architectural Metal Manufacturer's
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NIOSH	National Institute of Occupational Safety and Health
NRCA	National Roofing Contractors Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Society for Protective Coatings
SSPWC	Standard Specifications for Public Works Construction
SFWMD	South Florida Water Management District
UL	Underwriters Laboratories, Inc.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

- END OF SECTION -

SECTION 01090 - REFERENCE STANDARDS

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. Titles of Sections and Paragraphs: Captions accompanying specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.
- B. Applicable Publications: Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date of the opening of bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.
- C. Specialists, Assignments: In certain instances, Specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the specifications, all work specified herein shall conform to or exceed the requirements of all applicable codes.
- B. References herein to "Building Code" shall mean the Florida Building Code (FBC). The latest edition of the code as approved and used by the local agency as of the date of the Notice to Proceed, as adopted by the agency having jurisdiction, shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflict between codes, reference standards, Drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarification and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall follow the most stringent requirements.
- D. Applicable Standard Specifications: The CONTRACTOR shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the

referenced portions of those referenced codes, standards, and Specifications listed herein.

- E. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- F. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not used)

END OF SECTION

SECTION 01300 - SUBMITTALS

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. This section specifies the means of all submittals. All submittals, whether their final destination is to the Owner, ENGINEER, or other representatives of the Owner, shall be directed through the ENGINEER. A general summary of the types of submittals and the number of copies required is as follows:

<u>Copies to ENGINEER</u>	<u>Type of Submittal</u>
6	Progress / Construction Schedule
6	Schedule of Payment Items
4	Progress Payment Requests
1	Gauge and Meter Calibration Certificates
1	Tracer Material Documentation
1	Geophysical Logs and Test Results – Field Copy
12	Geophysical Logs and Test Results – Final Copy

1.02 SUBMITTAL PROCEDURES

- A. Transmit each submittal with a form acceptable to the ENGINEER, clearly identifying the project CONTRACTOR, the enclosed material and other pertinent information specified in other parts of this section. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- B. Revise and resubmit submittals as required, identify all changes made since previous submittals. Resubmittals shall be noted as such.
- C. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Within seven days after the award of the Contract, the CONTRACTOR shall prepare and submit six copies of its proposed progress schedule to the ENGINEER for review and comments.
- B. The schedule shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of the work and identifying construction activities for each well. The schedule shall be time scaled, identifying the first day of each week, with the estimated date of starting and completion of each stage of the work in order to complete the project within the Contract time.

- C. The progress schedule shall be revised to reflect comments by the ENGINEER and updated monthly, depicting progress to the last day of the month. Six copies shall be submitted along with the application for monthly progress payments.
- D. Subsequent changes to the schedule shall be accompanied by a letter of explanation with appropriate reference and revision date on the schedule.

1.04 CERTIFICATES

- A. Copies of meter and gauge certificates shall be submitted to the ENGINEER at least 72 hours prior to the test they are intended to be used for.

1.05 GEOPHYSICAL LOGS

- A. Refer to Division 13 for geophysical log submittal information.

1.09 PROJECT RECORDS

- A. Prior to Substantial Completion of the Work, the CONTRACTOR shall finalize and deliver a complete set of project testing results to the ENGINEER.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

SECTION 01560 - TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 – GENERAL

1.01 EXPLOSIVES AND BLASTING

- A. The use of explosives on the Work will not be permitted.

1.02 DUST ABATEMENT

- A. The CONTRACTOR shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary (as determined by the ENGINEER) to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The CONTRACTOR shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the CONTRACTOR is relieved of further responsibility by the ENGINEER. No separate payment will be allowed for dust abatement measures and all costs thereof shall be included in the CONTRACTOR's bid price.

1.03 RUBBISH CONTROL

- A. During the progress of the Work, the CONTRACTOR shall keep the site of the Work and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The CONTRACTOR shall dispose of all rubbish and waste materials of any nature occurring at the Work site, and shall establish regular intervals of collection and disposal of such materials and waste. The CONTRACTOR shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

1.04 SANITATION

- A. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.
- B. Such facilities shall be made available when the first employees arrive on the Work, shall be properly secluded from public observation, and shall be constructed and maintained in suitable numbers and at such points and in such manner as may be required.
- C. The CONTRACTOR shall maintain the sanitary facilities in a satisfactory and sanitary condition at all time and shall enforce their use. It shall rigorously prohibit the committing of nuisances on the site of the Work, on the lands of the CITY, or on adjacent property.

- D. The CITY and the ENGINEER shall have the right to inspect any building or other facility erected, maintained, or used by the CONTRACTOR, to determine whether or not the sanitary regulations have been complied with.
- E. Sanitary and Other Organic Wastes: The CONTRACTOR shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the CONTRACTOR or organic material wastes from any other source related to the CONTRACTOR's operations shall be disposed of away from the site in a manner satisfactory to the ENGINEER and in accordance with all laws and regulations pertaining thereto.
- F. The CONTRACTOR shall not be permitted to use CITY toilet facilities.

1.05 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, paint, fuel, solvent or reactant of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. The handling, storage, use and disposal of all such chemicals and disposal of residues shall be in strict accordance with all applicable rules and regulations of Federal, State and local jurisdictional agencies and the printed instructions of the manufacturer and all regulatory requirements. Copies of antidote literature shall be kept at the storage site and at the CONTRACTOR's job site office. A supply of antidotes shall be kept at the CONTRACTOR's office.

1.06 NOISE CONTROL

- A. Noise resulting from the CONTRACTOR's work shall not exceed the noise levels and other requirements stated in local ordinances. The CONTRACTOR shall be responsible for curtailing noise resulting from its operation. It shall, upon written notification from the ENGINEER or noise control officers, make any repairs, replacements, adjustments, additions and furnish mufflers when necessary to fulfill requirements.

1.07 EROSION ABATEMENT AND WATER POLLUTION

- A. It is imperative that any CONTRACTOR dewatering operation not contaminate or disturb the environment of the properties adjacent to the Work. The CONTRACTOR shall, therefore, schedule and control its operations to confine all runoff water from disturbed surfaces, water from dewatering operations that becomes contaminated with silt, muck and other deleterious matter, fuels, oils, bitumens, calcium chloride, chemicals and other polluting materials.
- B. The CONTRACTOR shall construct temporary silting basin(s) of adequate size and provide all necessary temporary materials, operations and controls including, but not limited to, filters, coagulants, screens, and other means necessary to attain the required discharge water quality.
- C. The CONTRACTOR shall be responsible for providing, operating and maintaining materials and equipment used for conveying the clear water to the point of discharge.

All pollution prevention procedures, materials, equipment and related items shall be operated and maintained until such time as the dewatering operation is discontinued. Upon the removal of the materials, equipment and related items, the CONTRACTOR shall restore the area to the condition prior to its commencing work.

- D. The CONTRACTOR shall be responsible for acquiring all applicable permits for discharge of waters as necessary, except as may have otherwise been provided in other sections of these specifications.

1.08 PRECAUTIONS DURING ADVERSE WEATHER

- A. During adverse weather, and against the possibility thereof, the CONTRACTOR shall take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building paper shelters, or other acceptable means. The CONTRACTOR shall be responsible for all changes caused by adverse weather.
- B. The ENGINEER may suspend construction operations at any time when, in its judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather conditions may be, in any season.

1.09 HURRICANE AND STORM WARNINGS

- A. The CONTRACTOR shall take all precautions necessary to protect the job site during hurricane and storm watches and warnings.

1.10 PERIODIC CLEANUP AND BASIC SITE RESTORATION

- A. During construction, the CONTRACTOR shall regularly remove from the site all accumulated debris and surplus materials of any kind which results from its operations. Unused equipment and tools shall be stored at the CONTRACTOR's yard or base of operations for the project.
- B. The CONTRACTOR shall perform the cleanup work on a regular basis and as frequently as ordered by the ENGINEER. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the ENGINEER, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.
- C. Upon failure of the CONTRACTOR to perform periodic clean-up and basic restoration of the site to the ENGINEER's satisfaction, the ENGINEER may, upon five days prior written notice to the CONTRACTOR, employ such labor and equipment as it deems necessary for the purpose, and all costs resulting therefrom shall be charged to the CONTRACTOR and deducted from amounts of money that it may be due.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION -

SECTION 01700 - PROJECT CLOSEOUT

PART 1 – GENERAL

1.01 FINAL CLEANUP

- A. The CONTRACTOR shall promptly remove from the vicinity of the completed Work, all rubbish, unused materials, concrete forms, construction equipment, temporary structures and facilities, construction signs, tools, scaffolding, materials, supplies and equipment which may have been used in the performance of the Work. CONTRACTOR shall broom clean paved surfaces and rake clean other surfaces of grounds. Final acceptance of the Work by the CITY will be withheld until the CONTRACTOR has satisfactorily complied with the foregoing requirements for final cleanup of the project site.
- B. CONTRACTOR shall thoroughly clean all materials, equipment and structures; all marred surfaces shall be touched up to match adjacent surfaces.
- C. CONTRACTOR shall remove paint, clean and restore all equipment and material nameplates, labels and other identification markings.
- D. The CONTRACTOR shall:
 - 1. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
 - 2. Use each type of cleaning material on only those surfaces recommended by the cleaning material manufacturer.
 - 3. Use only materials which will not create hazards to health or property.

1.02 FINAL SUBMITTALS

- A. Before the final acceptance of the project, the CONTRACTOR shall submit to the ENGINEER (or to the CITY if indicated) certain records, certifications, etc., which are specified elsewhere in the Contract Documents. Missing, incomplete or unacceptable items, as determined by the ENGINEER or the CITY, shall constitute grounds for withholding final payment to the CONTRACTOR. A partial list of such items appears below, but it shall be the CONTRACTOR's responsibility to submit any other items which are required in the Contract Documents:
 - 1. Written Test results of project components, where required.
 - 2. Copies of each video survey in DVD format and copies of each temperature log and RTS survey on CD format within seven days of the completion of the MIT. Number of copies shall be per Specification 13199.
 - 3. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

1.03 PUNCH LISTS

- A. Final cleaning and repairing shall be scheduled upon completion of the project.
- B. The ENGINEER will make its final inspection whenever the CONTRACTOR has notified the ENGINEER that the work is ready for the inspection. Any work not found acceptable and requiring cleaning, repair and/or replacement will be noted on the "Punch" list. Work that has been inspected and accepted by the ENGINEER shall be maintained by the CONTRACTOR, until final acceptance of the entire project.
- C. Whenever the CONTRACTOR has completed the items on the punch list, it shall again notify the ENGINEER that it is ready for final inspection. This procedure will continue until the entire project is accepted by the ENGINEER. The "Final Payment" will not be processed until the entire project has been accepted by the ENGINEER and all of the requirements in previous Article 1.02 "Final Submittals" have been satisfied.

1.04 TOUCH-UP AND REPAIR

- A. The CONTRACTOR shall touch-up and repair damage to all field painted piping and valves. Touch-up of equipment panels, etc., shall match as nearly as possible the original finish. If in the opinion of the ENGINEER the touch-up work is not satisfactory, the CONTRACTOR shall repaint the item.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

- END OF SECTION -

DIVISION 9

FINISHES

SECTION 09900 - PAINTING

PART 1 -- GENERAL

1.01 SCOPE, GENERAL INFORMATION AND DESCRIPTION

- A. The CONTRACTOR shall furnish all labor, tools, supervision and equipment necessary to perform the work specified herein and as required for a complete installation, including surface preparation and painting. The OWNER will provide the paint.
- B. After reinstallation of piping and installation of ball valve, the CONTRACTOR touch up paint on the ball valve, all reassembled piping joints and on other areas marred by CONTRACTOR's work activities. All areas requiring touch up paint shall first be properly prepared with hand or power tools.

1.02 SAFETY AND HEALTH REQUIREMENTS

- A. In accordance with requirements of OSHA Safety and Health Standards for Construction (29CFR1926) and the applicable requirements of regulatory agencies having jurisdiction, as well as manufacturer's printed instructions, appropriate technical bulletins, manuals, and material safety data sheets, the CONTRACTOR shall provide and require use of personnel protective and safety equipment for persons working in or about the project site.

1.03 QUALITY WORKMANSHIP

- A. The CONTRACTOR shall be responsible for the cleanliness of his painting operations and shall use covers to protect the work whenever such covering is necessary. Painting found defective shall be scraped off and repainted. Before final acceptance of the work, damaged surfaces of paint shall be cleaned and repainted.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION

3.05 PAINTING AND SURFACE PREPARATION

- A. Paint surface preparation shall be as recommended by the paint manufacturer's published application instructions.
- B. Painting shall be as recommended by the paint manufacturer's published application instructions.

- END OF SECTION -

DIVISION 13
SPECIAL CONSTRUCTION

SECTION 13199 – MECHANICAL INTEGRITY TESTING

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. The work described in these Specifications is for the mechanical integrity testing of the existing injection well at the City of Plantation Central Water Treatment Plant. As indicated in Figure 2, the well has a 11-3/4-inch diameter injection tubing installed to a depth of approximately 2,635 feet below land surface (bls), a 16-inch final steel casing to 2,778 feet bls and a nominal 16-inch diameter open hole to approximately 3,340 feet bls. The CONTRACTOR shall perform a downhole video survey, pressure test, static temperature survey and radioactive tracer survey on the injection well. This Section contains procedures to be implemented by the CONTRACTOR to perform these services. Time is of the essence in completing this program. No unreasonable delays will be tolerated in beginning or completing this program.
- B. Scheduling is essential for the testing performed under this contract. FDEP will witness the pressure test and the radioactive tracer survey. They require 72 hours notice prior to testing. The CONTRACTOR's schedule shall be continually updated as changes to the schedule are made. A preliminary pressure test shall be conducted at least one day prior to the FDEP witnessed test. If the preliminary test is scheduled to be performed the day before the witnessed test, it must be successfully completed by 4 PM so that conformation of the test can be given to the parties witnessing the test.
- C. Unless otherwise stated, the CONTRACTOR shall provide all labor, equipment, materials, tools, and utilities necessary to complete all work described in these Contract Documents. At the completion of the procedures, the CONTRACTOR shall remove all equipment used for the work and leave the site in a condition acceptable to the CITY.
- D. The CONTRACTOR shall be advised that in addition to the time requirements identified in the Contract, The CONTRACTOR is required to complete testing based on the completion dates of the previous MIT, including the following dates:

MIT Completion Dates

<u>Well</u>	<u>Pressure Test Completion Date</u>	<u>Tracer Survey Completion Date</u>
IW-1	March 6, 2016	March 13, 2016

1.02 PREBID SITE VISIT

- A. All Bidders shall visit the site prior to submitting a Bid for this project. Bidders shall assure themselves of the suitability of their equipment to accommodate the well pads and the wellhead. Bidders shall satisfy themselves regarding all local conditions affecting their work by personal investigation.

1.03 WELL PAD

- A. The existing well pad around the injection well includes a perimeter retaining wall to contain all fluids that may be produced at the wellhead. Water from the well shall be removed from the site or it may be discharged into the sump at the pad drain. Groundwater shall be protected from contamination from well fluids by the CONTRACTOR during this project.

1.04 OUTLINE SPECIFICATION OF TESTING

- A. Video Survey: A video survey shall be performed on the entire depth of the well, from the top of the injection tubing to the bottom of the open hole, using the following procedure.
 - 1. The CONTRACTOR shall have the survey performed by a qualified geophysical logging service company using equipment capable of surveying and recording to the bottom of the open hole. The CONTRACTOR may use his own equipment providing it is capable of surveying as required and shall furnish proof of the capability of the equipment. Survey shall be recorded in color.
 - 2. The CONTRACTOR shall pump into the injection well clean, fresh water as necessary in order to insure that the borehole fluid is of sufficient clarity to produce a clear and sharp video survey that is acceptable to the ENGINEER.
 - 3. The CONTRACTOR shall be required to keep the artesian pressure of the well under control at all times by use of a stripper head and other equipment necessary.
 - 4. The video camera shall be centralized within the well and positioned to record viewing downhole with the ability to turn the camera lens 90 degrees and rotate horizontally 360 degrees to obtain a side view at desired depths.
- B. Pressure Testing: A pressure test shall be conducted in the injection well using the following procedure.
 - 1. The CONTRACTOR shall supply a pressure gauge with a calibrated range from 0 to 300 psi in one psi increments, with an accuracy of plus or minus 0.25 percent. The pressure gauge shall be located in an easily accessible and visible location, and at a height for those observing and witnessing the testing as acceptable to the ENGINEER.
 - 2. The CONTRACTOR shall submit an original written verification of the pressure gauge calibration on site prior to the commencement of the pressure test. The calibration must be within the last sixty days. The serial numbers will be checked to verify that the number on the certification matches the number on the gage. A copy of the calibration certificate will be kept onsite at all times during testing and will be presented to the FDEP representative prior to testing in the field. The pressure gauge calibration certificate shall be provided to the Engineer at least 48 hours prior to the start of the test.
 - 3. The CONTRACTOR shall be required to keep the artesian pressure of the well under control at all times by use of salt as weight material and other equipment necessary.

4. An inflatable packer shall be set at a depth located within the lowermost section of the FRP injection tubing, as determined from the video survey.
 5. The casing shall be filled with water and placed under a pressure of at least 180 pounds per square inch (psi) but not more than 185 psi. A maximum pressure change of 5% is allowed over a sixty-minute test period. The CONTRACTOR shall perform at a minimum a preliminary test and a witnessed test on separate days.
 6. If a pressure change greater than 5% occurs, the test shall be repeated under controlled conditions to the satisfaction of the ENGINEER and the regulatory agencies.
 7. Pressure testing will be witnessed by FDEP and the ENGINEER. The test will be certified in writing by the ENGINEER of record or his authorized representative.
 8. Upon completion of the test, the bleed-off water volume shall be measured to the nearest ½ gallon in a suitable container acceptable to the ENGINEER.
 9. Make repeat pass with brush assembly over section of casing identified by the ENGINEER.
- C. Well Flush: Following the completion of the video survey and pressure test and prior to starting the RTS, the well will be placed back in service overnight to pump a minimum of five well volumes of concentrate (63,000 gallons) so the kill that was used to control the flow from the well has been displaced.
- D. Static Temperature Survey: A static temperature log, with differential temperature, shall be performed by a qualified geophysical logging company on the entire depth of the well, from the top of the injection tubing to the bottom of the open hole. The well shall be shut in overnight prior to performing the temperature log.
- E. Radioactive Tracer Survey: Upon completion of the video survey, pressure test well flush, and temperature survey, a radioactive tracer survey (RTS) shall be performed in the injection well. The CONTRACTOR shall employ the services of a company specializing in performing this type of testing. The test procedure shall follow the following outline and the plan approved by the FDEP.
- F. A combination gamma ray / temperature (differential and gradient) / radioactive slug ejector tool shall be used to log in the hole, recording temperature from surface to the total well depth. The geophysical tool supplied for the radioactive tracer survey shall be capable of ejecting the radioactive tracer and simultaneously monitoring the gamma ray detectors. Film documentation of the radioactive tracer injection time shall be provided and the tracer injection time shall be calibrated to plus or minus one millisecond. No time lag between ejection and monitoring is permitted. A casing collar locator (CCL) shall be positioned below the tool to precisely locate the bottom of the casing.
- G. The CONTRACTOR shall submit a sketch of the tool with dimensions to the ENGINEER prior to commencement of testing. The tool shall be configured such that two gamma ray detectors shall be located below and one gamma ray detector shall be located above the ejector. Gamma detectors shall be field calibrated by the geophysical logging crew, using

a standard, after the tool has been loaded with the tracer and prior to insertion into the well.

- H. The tracer material shall be medicinal grade Iodine 131. Between six and nine mCi of tracer will be loaded in the field. The actual amount shall be determined in the field. The unused tracer shall be ejected into the flow stream just below the casing during high flow. After the unused portion of the tracer is ejected a final gamma ray log shall be run. The Iodine 131 shall be ordered by the Contractor from a medical supply company. The material has an allowable time for which it can be used. The Contractor shall inform the supplier of the date of the intended RTS and the supplier shall provide fresh material for the test. The material comes with labeling that indicates the calibration date and time. If the test is delayed, it still can be used as long as it is used before the expiration date indicated on the label.
- I. The RTS testing shall be conducted according to the following procedure:
 - 1. For casing flushes and dynamic tests, concentrate may be used.
 - 2. The combination gamma ray / temperature (differential and gradient) / radioactive slug ejector tool will be used to log in the hole, recording temperature from surface to a total well depth.
 - 3. A background gamma ray log will be conducted on the total depth of the injection well. Note that the background gamma ray log may be run along with the static temperature survey.
 - 4. The tracer ejector will be positioned approximately five feet above the bottom of the final casing, with one gamma ray detector above the ejector (GRT), and two gamma ray detectors below the ejector (one inside the casing above the casing seat (GRM) and one outside the casing below the casing seat (GRB)).
 - 5. A low injection rate will be established. The velocity will be less than five feet per minute. A flow rate from 14 to 23 gallons per minute (three to five feet per minute, respectively) will be used during the RTS testing. The CONTRACTOR will provide a calibrated totalizing type flow meter for the test. The CONTRACTOR will submit an original written verification of the flow meter calibration prior to commencement of the RTS. The flow meter calibration certificate shall be provided to the ENGINEER at least 48 hours prior to the start of the test.
 - 6. Time drive monitoring will begin and a slug of 1.0 to 2.0 mCi tracer material will be ejected. This release will be confirmed by detectors GRM and GRB.
 - 7. Gamma ray levels will be monitored for at least 60 minutes; if tracer is detected by detector GRT, the combination-logging tool will be raised immediately in 20-foot increments to follow the tracer if any tracer is detected.
 - 8. A log out of position gamma ray log will be run to approximately 200 feet above the casing seat. If any tracer is detected the log will continue at least 200 feet above the highest detection location.
 - 9. Following the log out of position gamma ray log, the casing will be flushed by injecting a minimum of one casing volume (i.e., approximately 12,500 gallons of concentrate).

The volume of flush may be increased or decreased in the field based on field conditions. After the flush, Step 8 will be repeated.

10. Repeat RTS test (Steps 4 through 9) for a minimum monitoring time of 30 minutes. The ENGINEER may require the CONTRACTOR to eject a slug of 2 to 3 mCi tracer on the repeat test.
11. Repeat as necessary.
12. The total amount of I-131 to be loaded into the tool for RTS testing will be up to 6 mCi, so the tool will have enough I-131 to perform both the first test, at 2 mCi, and the second test, at 3 mCi, if necessary. Upon completion of the RTS testing, the unused I-131 tracer will be ejected at least 50 feet below the bottom of the final casing string immediately above the uppermost actively receiving interval within the injection zone while the tool is in time drive.
13. Perform final gamma ray log from bottom of open hole to land surface. Compare final gamma ray log with background gamma ray log by printing on same log.

1.05 WATER SUPPLY

- A. Potable water is available at the site (e.g. hydrants, etc.) for the testing program. If a temporary connection is made to a potable water system on-site (e.g., a fire hydrant), the CONTRACTOR must provide a back flow prevention device and a meter, supplied by the CITY, shall be installed. The CONTRACTOR shall provide temporary piping for the metering and use of potable water, however, the cost of the water for the testing will not be charged to the CONTRACTOR.

1.06 CONTINGENCY PLAN

- A. If the well pad fills up with water during an unforeseen emergency, the fluids shall be routed to a plant site lift station or plant drain (to a plant site lift station). The CONTRACTOR shall provide piping and a pumping system in place, at all times, to permit delivery of fluids at a rate of 100 gallons per minute (gpm). The CONTRACTOR also shall have on site a blowout preventer that can be affixed to the wellhead if the well comes "alive" during the testing. The CONTRACTOR shall have a flange or cap to cover the wellhead when operations are not occurring, to prevent malicious acts to the well.

1.07 DAILY LOG

- A. A detailed daily log shall be maintained by the CONTRACTOR during the testing of the well. The log shall give complete descriptions of the depth and sizes of any equipment utilized in the operations, and other such pertinent data. The daily log shall be maintained on-site and available for inspection by any authorized agency representative and the ENGINEER at all times. A copy of the logs shall be submitted to the ENGINEER after the completion of testing at the well.

1.08 DELIVERABLES

- A. The CONTRACTOR shall deliver to the ENGINEER the following items in the time prescribed. Gauge and meter certificates shall be submitted at least one week prior to the commencement of testing.
 - 1. Video Surveys: In DVD format.
 - 2. Temperature Logs: Paper copies of the log for the field submittal and electronic copy of the final logs.
 - 3. Pressure Tests: Paper copies of the log for the field submittal and electronic copy of the final logs.
 - 4. Radioactive Tracer Surveys (RTS): Paper copies of the log for the field submittal and electronic copy of the final logs. Original tracer material documentation shall be submitted in the field prior to testing.
- B. Field Submittals: One copy of the field geophysical logs (video survey, RTS and temperature survey) shall be delivered to the Engineer immediately following the logging and prior to the logger leaving the site. Logs shall be clearly labeled.
- C. Final Submittals: Twelve copies of the final geophysical logs (video survey, RTS and temperature survey) shall be delivered to the Engineer seven days after the completion of the last log. The video survey shall be presented in DVD format. The other logs shall be presented in both pdf and ASCII (LAS) format on one CD. Labels shall clearly identify
- D. Labels on logs and discs shall clearly identify the Owner's name, the site, the well number, type of log, depths and date.
- E. For the CONTRACTOR to be Substantially Complete, all final copies of the video and temperature surveys, pressure test, and the RTS from the well shall be delivered to the ENGINEER. This is in addition to other requirements of substantial completion specified elsewhere.

1.09 QUALITY CONTROL

- A. The CONTRACTOR is responsible for quality control of all testing and logging. A quality control procedure shall be submitted to the ENGINEER prior to the Preconstruction Conference. Depth indicators or counters shall accurately measure the downhole depth of the tool. If the logging or testing equipment fails to accurately measure the downhole depth, the CONTRACTOR shall recalibrate the depth indicator or counter and repeat the log or test.

1.09 REMEDIAL WORK

- A. If remedial work on the injection wells becomes necessary because of accident, loss of tools, defective material, or for any other cause related to his work, the CONTRACTOR shall propose a method of correcting the problem, in writing. Suggested methods shall be reviewed and acceptable to the ENGINEER before work proceeds. The CONTRACTOR shall be responsible for all remedial work resulting from his activities.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 OPERATING REQUIREMENTS

- A. It is essential that any salty or brackish water produced at the wellhead during operations is prevented from contaminating the shallow aquifer. The well work shall be accomplished without any uncontrolled well-flowing conditions. The CONTRACTOR shall take all necessary steps to prevent accidental spillage from occurring. If a spill does occur, the CONTRACTOR shall be responsible for all remedial activities necessary to the satisfaction of the CITY, the ENGINEER and the regulatory agencies. To minimize the risks associated with uncontrolled flowing of the well, the 10-inch ball valve shall remain on the wellhead at all times that the CONTRACTOR is not present at the site.
- B. All work on the well shall be coordinated with the plant superintendent.
- C. CONTRACTOR shall complete testing on one well before authorization is given to proceed with the next well. The ENGINEER shall determine the order in which the wells are tested.
- D. The well shall not be out of service for more than a total of seven calendar days.

3.02 HOURS OF OPERATION

- A. Hours of all normal operations will be limited to 7 A.M. to 7 P.M., Monday through Friday excluding holidays, unless otherwise authorized by the ENGINEER. It is understood that for RTS testing, the hours will be extended.

3.03 SCHEDULING TESTS

- A. The CONTRACTOR shall submit his schedule and ongoing updates to the ENGINEER so that the ENGINEER may make the required 72-hour notifications to the Florida Department of Environmental Protection prior to any testing. The start of the pressure test and RTS test shall only occur Monday through Thursday.

3.04 EQUIPMENT REQUIREMENTS

- A. Equipment in first-class working order shall be provided by the CONTRACTOR. The equipment shall have the minimum capabilities necessary to do the described work. No unnecessary delays or work stoppages will be tolerated because of equipment failure. Equipment failure will not be considered as a valid reason for extending the length of the contract. The CONTRACTOR shall be held responsible for damage to the wells due to any cause including, but not limited to, negligence, faulty operation, or equipment failure.

3.05 COMPETENT WORKERS

- A. The CONTRACTOR shall employ only competent workers expert in the performance of the type of work required in these Specifications. The crew shall be under the direct

supervision of an experienced driller, and the CONTRACTOR shall provide the services of a drilling superintendent who shall be available to the job, when requested. The crew and superintendent shall be in the employ of the CONTRACTOR.

3.06 WELLHEAD RESTORATION

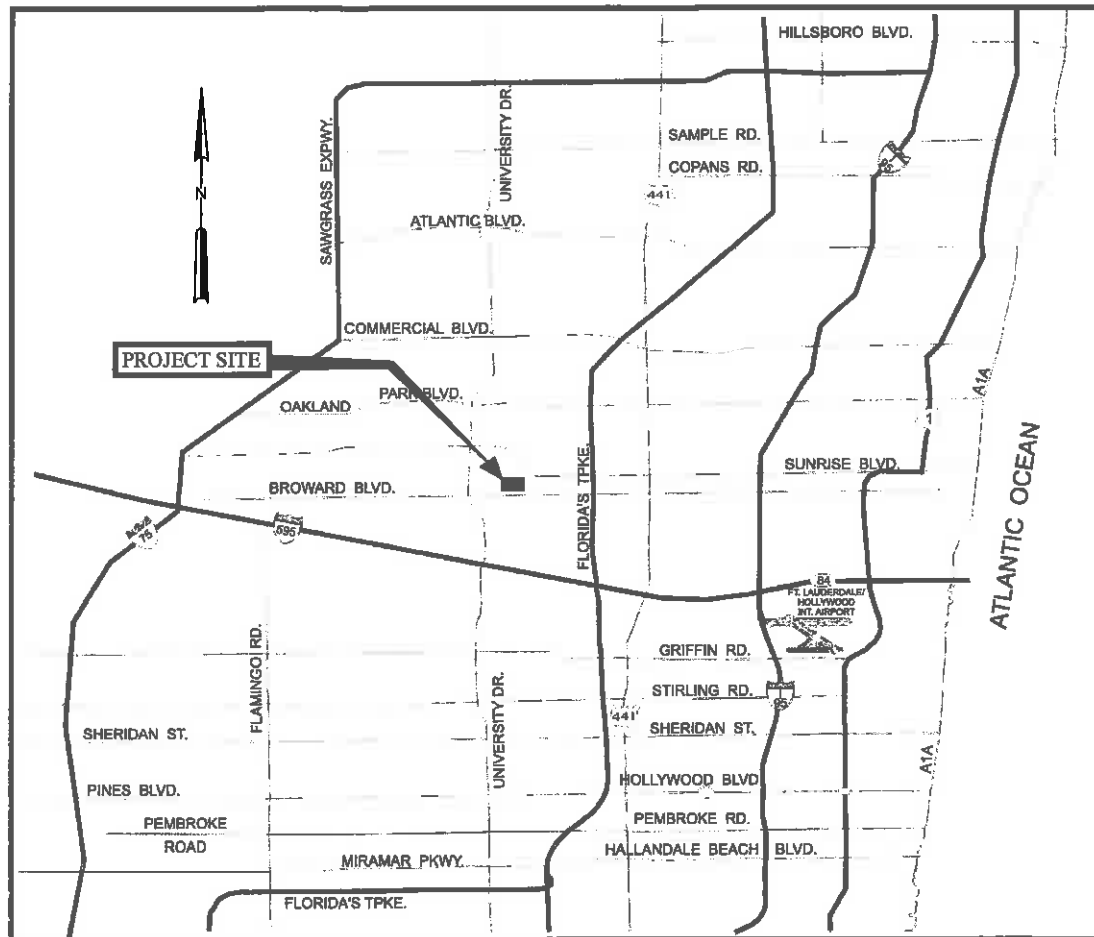
- A. All nuts, bolts and washers removed from the existing piping and valves by the CONTRACTOR to facilitate testing shall be replaced with new nuts, bolts and washers. In addition, existing gaskets shall not be reused. Gaskets shall be replaced with new gaskets on all joints requiring disassembly.

3.07 SITE RESTORATION

- A. Site rehabilitation includes but is not limited to touch-up paint on piping disturbed during the work, removal of temporary facilities, repairs of sprinkler systems, and resodding (with Argentine Bahía) and rolling disturbed grassed areas. The CONTRACTOR shall repair any damage caused by the CONTRACTOR.

- END OF SECTION-

DRAWINGS



1W-1
 LATITUDE: 26° 07' 39.0" N
 LONGITUDE: 80° 14' 07" W
 SECTION: 3
 TOWNSHIP: 50S
 RANGE: 41E

Hazen

HAZEN AND SAWYER
 4000 HOLLYWOOD BOULEVARD, SUITE 750N
 HOLLYWOOD, FLORIDA 33021
 CERTIFICATE OF AUTHORIZATION NO. : 2771

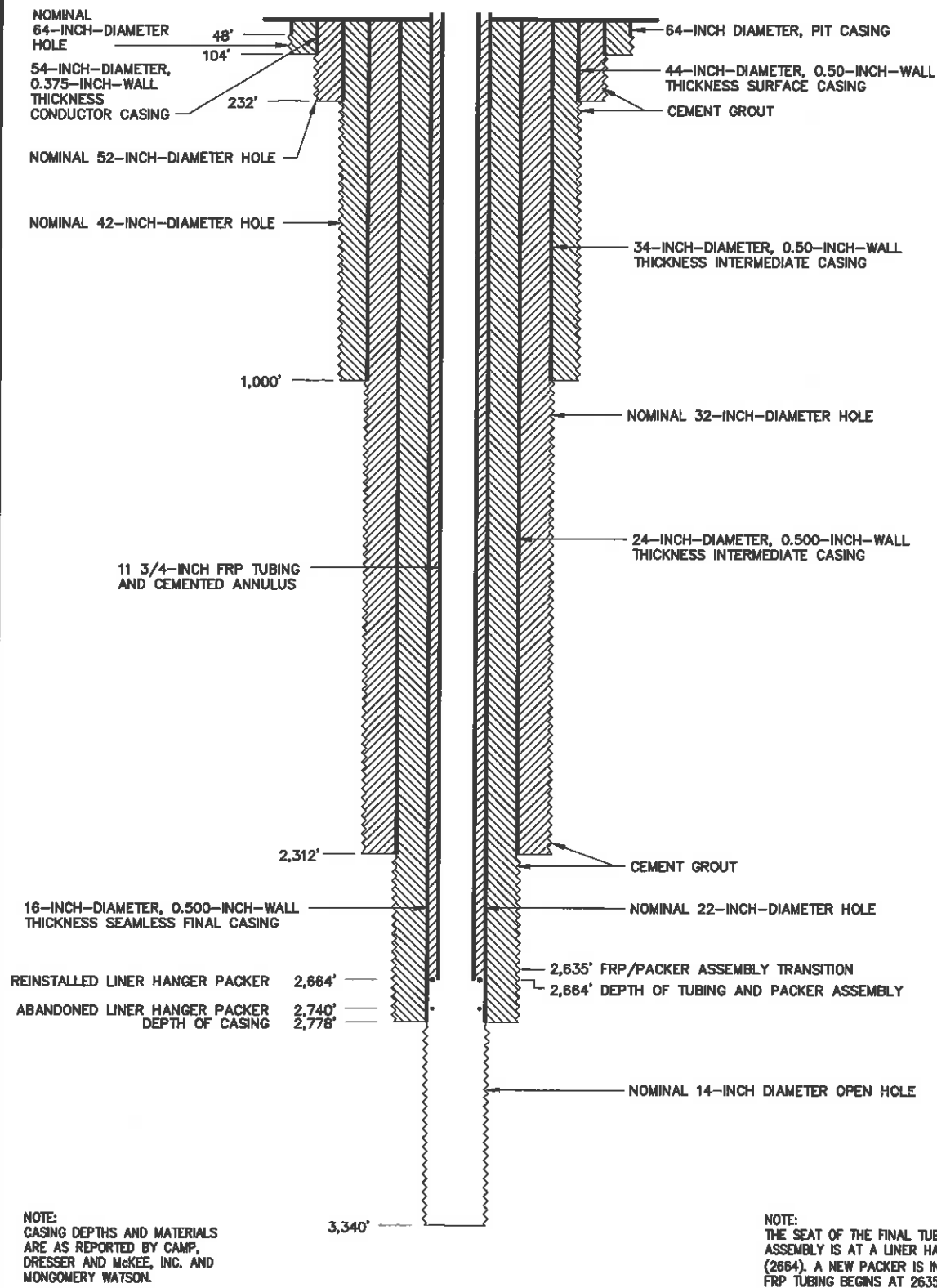


PLANTATION CENTRAL WTP

LOCATION MAP

FIGURE

1



Hazen

HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021
CERTIFICATE OF AUTHORIZATION NO. : 2771



PLANTATION CENTRAL WTP

**INJECTION WELL IW-1
AS-BUILT PROFILE**

FIGURE

2



Hazen and Sawyer
4000 Hollywood Boulevard, Suite 750N
Hollywood, FL 33021 • 954.987.0066

January 30, 2017

Mr. Charles Spencer
Procurement Administrator
City of Plantation
400 NW 73rd Avenue
Plantation, FL, 33317

**Re: Recommendation for Award
Invitation to Bid No. 049-16
Injection Well MIT
City of Plantation Central WTP**

Dear Mr. Spencer:

Hazen and Sawyer has reviewed the proposal documents for the Injection Well MIT project at the Central Water Treatment Plant opened on January 24, 2017. The City provided Hazen and Sawyer with a copy of the Bid Tabulation and copies of the proposals. The proposal of the lowest bidder, Youngquist Brothers, Inc., was evaluated for their overall technical ability to perform the work. Our review did not include a determination of bidder responsiveness.

We have reviewed references identified by the bidder and their submitted proposal documents. Based on our review, and our experience administering other recent contracts by this bidder, we consider this bidder to be responsible and qualified to perform the work described in the contract documents. As such, we recommend that the contract be awarded to Youngquist Brothers, Inc. in the amount of \$37,200.00. If there are any questions, please contact our office.

Very Truly Yours,

Michael W. Wengrenovich, PE
Senior Associate

c: C. Flynn
S. Ulrich
V. Pedlar
J. Wietgreffe

File 44105-030

44105-030 1001r



City of Plantation
City Council Chambers

Subject:

Request for authorization to execute an agreement with Kercher Engineering, Inc for 'Consultant Services for the Implementation of a Pavement Management System' for the negotiated fee of \$145,430.00.

Item Description:

The City owns and maintains over 213 centerline miles of local paved roadways, together with 37 paved City facilities parking lots. Inspecting, documenting and tracking the conditions of City roadways and parking lots has for years been an arduous task. The Public Works Department desires to implement a software-based pavement maintenance program for staff to more efficiently and effectively track asphalt pavement conditions. By doing so, staff will be better equipped to plan for payment rejuvenation or resurfacing to maximize the service life of the City's roadways and parking lots. Future rejuvenation or resurfacing projects can be prioritized and presented to Administration and City Council with more detailed supporting information for budgeting purposes.

After careful consideration of all procurement and contract award documents provided by the City of Dunedin, Plantation staff concluded the Dunedin procurement process is consistent with the City's procurement requirements. After consultation with the City Attorneys office, staff finds it in the City's overriding interest to exercise Sections 2-226(g)(5) and 2-226(g)(14) of the City Code to waive competitive bidding and award a Contract for 'Consultant Services for the Implementation of a Payment Management System' to the firm selected by City of Dunedin, Kercher Engineering, Inc. with a servicing office located in Tampa, Florida.

This information is being provided for your review and approval to execute an agreement with Kercher Engineering, Inc for the negotiated fee of \$145.430.00 for Consulting Services for the Implementation of a Pavement Management System.

Funding:

113-1300-541-5301

Amount:

\$145,430.00

Finance Director/Budget Manager Recommendation:

Road and Traffic Fund budgeted \$450,000 under R/M Pavement Program account.

Prepared By:

Charles Spencer

ATTACHMENTS:

Description	Upload Date	Type
Agreement	1/27/2017	Backup Material
Exhibit A - Dunedin Procurement Documents	1/27/2017	Backup Material
Exhibit B - Scope of Services	1/27/2017	Backup Material
Exhibit C - Insurance Requirement	1/27/2017	Backup Material
Exhibit D - Fee Table	1/27/2017	Backup Material
Exhibit E - Consultant Rates	1/27/2017	Backup Material
Eng Dept Memo	1/27/2017	Backup Material

***Professional Services Agreement
By and Between
City of Plantation
and
Kercher Engineering, Inc.
for***

Professional Services – Pavement Condition Survey, Pavement Management System, Parking Lot Pavement Assessments, and On-Call Technical Support.

This Agreement entered into this ____ day of _____, 2017 by and between the City of Plantation (herein, the “City”), a Florida Municipal Corporation, and Kercher Engineering, Inc. (herein, the “Consultant”), a Delaware corporation, as follows:

Whereas, pursuant to Section 2-226(g)(8) of the City of Plantation procurement ordinance, the City sought professional services of Consultant to provide Professional Services – Pavement Condition Survey, Pavement Management System, Parking Lot Pavement Assessments, and On-Call Technical Support through Procurement Documents prepared and performed by the City of Dunedin, Florida for similar Professional Services, and

Whereas, the City and Consultant have negotiated a Scope of Services and Fee for the Consultant to perform a Pavement Condition Survey, Pavement Management System, Parking Lot Pavement Assessments, and On-Call Technical Support, and

Whereas, the Consultant will timely complete the professional services described in the Scope of Services of this Agreement.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I. General Provisions

The above recitations are true and correct and made a part hereof. Request for Qualifications (RFQ) No. 16-1060 Consultant Services for the Implementation of a Pavement Management System, consultant selection and contract award documents provided by the City of Dunedin, Florida, hereinafter referred to as the ‘Procurement Documents’, are incorporated herein as Exhibit “A” and made a part hereof. The City of Dunedin Procurement Documents are consistent with the RFQ requirements in Section 2-220(c) of the City of Plantation procurement ordinance. This Agreement is hereby established between the City of Plantation and Kercher Engineering, Inc. utilizing the Procurement Documents pursuant to Section 2-226(g)(8) of the City of Plantation procurement ordinance. Any conflicts between the terms set forth in this Agreement and the Procurement Documents shall be controlled by the terms of this Agreement.

II. Scope of Services

The Consultant shall provide the professional services as provided for in Exhibit “B”, Scope of Services, which is incorporated herein and made a part hereof. The Consultant shall provide the Insurance certificates listing the City of Plantation as an additional insured that meet or exceed the City requirements as set forth in Exhibit “C”, which is incorporated herein and made a part hereof.

III. Services Completion and Completion Time

1. Final Completion of the professional services is defined by the entire completion of the Scope of Services described in Exhibit “B”, Scope of Services.
2. The Consultant shall successfully complete (Final Completion) the professional services within **150 calendar days** of the Notice to Proceed.

3. The City and Consultant recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the professional services are not completed on time. Accordingly, instead of requiring any such proof, City and Consultant agree that as liquidated damages for delay (but not as a penalty) Consultant shall pay the City \$100.⁰⁰ for each day that expires after the time specified for Final Completion (adjusted for any extensions thereof made in accordance with this Agreement).

IV. Consultant's Compensation

1. Payment

The City shall pay the Consultant the amount as indicated in the fee table attached hereto as Exhibit "D", within thirty (30) days of the City's approval of the completed tasks. Upon the satisfactory completion of the tasks the City will pay the Consultant the agreed upon amount within **THIRTY (30)** days of the City's approval of those tasks.

2. Total Compensation

At the completion of all required and specified tasks, the Consultant shall have received a maximum total compensation of **\$145,430.00**, the City's maximum liability under this Agreement.

3. Reimbursements

The Consultant is to include in the proposed figure any out-of-pocket expenses such as travel, telephones, office supplies, copying, advertising, etc. in the total compensation, not-to-exceed, all overhead/expenses included.

4. Agreement Price

Consultant shall not be entitled to an increase in the Agreement Price or payment or compensation of any kind from City for direct, indirect, consequential, impact of other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Consultant for hindrances or delays due solely to fraud, bad faith, or active malicious interference on the part of the City. Otherwise, Consultant shall be entitled only to extensions of the Agreement time as the sole and exclusive remedy for delay.

V. Agreement General Terms

This Agreement shall constitute the entire agreement by and between the City and the Consultant, and no inducements, considerations and promises or other references shall be implied or impressed upon this Agreement that are not expressly addressed herein.

1. City as Intended Beneficiary

The City of Plantation has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute agreements, and all of which are served by the City personnel for the purpose of Administration. Where the agreement is with the City of Plantation with one or more of the Districts being an intended beneficiary of the contract, then such District(s) shall be an intended 3rd Party Beneficiary and shall be able to enforce the terms hereof.

2. Property of City

All documents including correspondence, plans, memoranda, drawings and specifications prepared or furnished by Consultant (and Consultant's independent professional associates and consultants) pursuant to this Agreement shall become owned by and be the property of the City and the City shall hereby obtain ownership of such documents by any statutory or common law means and all other reserved rights thereto, including copyright; however, such documents are not intended or represented to be suitable for reuse by the City on extensions of the professional services or on any other project. Any such reuse, modification or adaptation of such documents without written

verification or adoption by Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or consultants. If required by the City, any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by the City and Consultant.

VI. City Responsibilities

1. City Information

The City shall be responsible to provide the Consultant with information in City's present possession that is reasonably necessary for the professional services, such as correspondence documents, maps, and electronic GIS files and other pertinent information. The Consultant shall be entitled to rely upon such City information as sufficiently complete and accurate for planning and developing an understanding of the issues involved in the Scope of Work.

2. Fiscal Year Expenditure Limits

The City, during any fiscal year, shall not expend money, incur any liability, or enter into any Agreement which, by its terms, involves, the expenditure of money in excess of the amounts budgeted as amended which are available for expenditure during such fiscal year. Any Agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such Agreement. Nothing herein contained shall prevent the making of Agreement for periods exceeding **ONE (1)** year, but any Agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

VII. Consultant Responsibilities

1. No Transfer of Agreement

Consultant shall not assign or transfer the Agreement or its rights, title or interests therein without City's prior written approval. The obligations undertaken by Consultant pursuant to the Agreement shall not be delegated or assigned to any other person or firm unless City shall first consent in writing to the assignment. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances, and desires. In the event the City is not for any reason or for no reason at all, satisfied with such substitute, Consultant shall be considered in breach of this Contract. Violation of the terms of this Paragraph shall constitute a breach of Agreement by Consultant and the City may, at its discretion, cancel the Contract and all rights, title and interest of Consultant shall thereupon cease and terminate.

2. Independent Consultant

The Consultants and its employees, volunteers and agents shall be and remain independent consultants and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties hereto.

3. Ethics Disclosure

The Consultant warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the Consultants, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Consultant. Material interest means direct or indirect ownership of more than **FIVE PERCENT (5%)** of the total assets or capital stock of the Consultant.

4. Project Work Initiation

The Consultant shall not begin the professional services as outlined in Exhibit "B" Scope of Services without the prior written approval of the City.

5. Subconsultant Payments

The Consultant shall be responsible for payments to any Subconsultants including any professional fees and additional costs. The City shall not be responsible for any payments to Sub-consultants. The City shall not be billed

directly or indirectly for any professional fees or additional costs of the Sub-consultants for the professional services.

VIII. Termination

1. For Cause

If for any reason, the Consultant fails to fulfill its obligations under this Agreement in a proper to timely manner as agreed to, this Agreement may be terminated by the City upon **FIFTEEN (15)** Business Days notice to the Consultant. The Consultant may not terminate this Agreement except upon a breach by the City, which is not cured upon **FIFTEEN (15)** Business Days notice to City. In case of the Consultant's termination for cause, the Consultant shall be paid for services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the Consultants' breach, the remaining unperformed parts of the Agreement, and for that portion (if any) of the Consultant's performance which is unsatisfactory (the intent being that the Consultant be paid what is just and equitable compensation given the Consultants' performance).

2. For Convenience

Upon **THIRTY (30)** Calendar Days written notice to the Consultant, City may, without cause and without prejudice to any other right or remedy, terminate this Agreement for City's convenience. Where the Agreement is terminated for the convenience of City, the notice of termination to the Consultant must state that the Agreement is being terminated for the convenience of City under this termination clause, the effective date of the termination, and the extent of termination. The Consultant shall be paid for the professional services up to and including the effective date of the termination. This shall mean payment for all completed tasks and payment for uncompleted tasks based upon a percentage of completion of such uncompleted tasks. The Consultant shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

3. Mutual Termination

This Agreement may also be terminated by mutual agreement at any time and under any terms.

IX. Legal Terms and Conditions

1. Compliance with Laws/Codes/Rules, Etc.

The Consultant shall comply with all existing and future applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project and shall give all applicable notices pertaining to same. Consultant represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. Consultant acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a contractor, supplier, subcontractor or consultant under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of **THIRTY-SIX (36)** months from the date of being placed on the convicted vendor list.

The Consultant shall not be reimbursed for any additional costs which the Consultant incurs as a result of laws enacted after the effective date of this Agreement, nor be entitled to an extension of the Scheduled Date of Final Completion as a result of laws, except as set forth in this Article IX, Paragraph 1. The Consultant shall be reimbursed, in addition to the Total Compensation, for additional costs incurred by the Consultant in the performance of the Agreement resulting from the following:

- a. City ordinances passed by the City Council after the effective date of this Agreement.
- b. Any unforeseen new state or federal laws, regulations or rules enacted after the effective date of the Agreement, which require a significant change in the professional services. The Consultant shall not be reimbursed for any other costs resulting from any other new state or federal laws, regulations or rules enacted after the effective date of the Agreement, including but not limited to laws relating to techniques, procedures, research, analysis and materials.

In order to obtain reimbursement from the City under this Article IX, Paragraph 1, the Consultant shall submit a claim to the City with documentation that the City may reasonably require for the City's review and approval. A claim may also include a request for an equitable adjustment of the Completion Time. Upon approval by the City, the claim shall become a Change Order or a formal written amendment to the Agreement. If not approved, the claim will be placed on the Disputed Work List.

2. Applicable Laws Governing Project

The laws of the State of Florida shall govern the validity, construction and effect of this Agreement.

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

All claims, counterclaims, disputes and other matters in question between City and Consultant arising out of, relating to, or pertaining to this Agreement, or the breach thereof, or the services thereof, or the standard of performance therein required, shall be determined by litigation in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, or the Federal City Court of the Southern City of Florida and appropriate appellate courts for such venue and jurisdiction.

To any extent that the Consultant may be acting as an "agent" or Consultant on behalf of the City, the City expects the Consultant to fully comply with all Federal, State, and Local laws applicable to and specifically those covering Equal Opportunity Employment, American Disabilities Act (ADA), 42 U.S.C. 12101, et seq. and South Florida Building Code. We reserve the right to verify your compliance with the various laws. Failure to comply with any laws will be grounds for termination of the Contract.

3. Dispute Resolution

In the event that any dispute between the City and the Consultant concerning questions or issue arising under this Agreement that have not been resolved, or for items on the Disputed Work List, a request for resolution shall be submitted by the Consultant to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than **THIRTY (30)** Calendar Days after receipt of a fully documented (to the extent that such documents are within the control of the Consultant) request for a determination. The decision shall be conclusive, final, and binding on all parties, unless the Consultant shall seek a judicial determination in accordance with the provisions set forth below.

No later than **SIXTY (60)** Calendar Days after the Consultant's receipt of the City's determination, the Consultant shall respond to the City in writing, either accepting the determination or stating the Consultant's factual or legal objection to the determination. If the Consultant's response is an objection, the City shall respond in writing to the objection within **THIRTY (30)** Calendar Days after receipt of it. No further response by either party shall be required. Thereafter, the Consultant may seek a judicial determination of the dispute. In the event that the Consultant intends to seek judicial determination of a matter decided by the City, the Consultant shall notify the City of its intent to do so within **SIXTY (60)** Calendar Days of the City's final decision.

In the event of litigation in order to enforce this Contract, or which arises out of, pertains to, or relates to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, the prevailing party shall be entitled to a reasonable attorney's fee. Notwithstanding the foregoing sentence, the maximum attorney's fees which one party can recover from the other will not exceed \$_____ (\$15,000 unless otherwise filled in).

If required by City, the Consultant shall continue to perform the Work required under the Agreement during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the Consultant complies with the City's written determination, the City shall continue to perform under the Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the Consultant fails to submit a dispute to the City as required by this Article IX, Paragraph 3. The continued performance of the Contract by either party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under the Agreement or at Law.

4. No Waiver of Legal Rights

No approval required to be given by the City under the Agreement shall operate to relieve the Consultant from any of its responsibilities under the Agreement or to be deemed as an approval by the City of any deviation contained in the items or documents subject to such approval from, or of their failure to comply with any provision or requirement of the Agreement, unless the failure or deviation has been specifically approved by a Change Order or formal written amendment to the Agreement.

Unless the City has specifically approved in writing a deviation from the Agreement documents in an Agreement modification, as provided above, the City shall not be precluded or estopped by any approval, review, measurement, estimate or certificate made either before or after the completion and acceptance of the professional services and payment for it, from showing the true amount and character of the professional services performed and goods and materials furnished by the Consultant or from showing that any measurement, estimate or certificate is untrue or incorrectly made, or that the professional services or goods and materials do not conform in fact to the Agreement. Unless the City has specifically approved in writing a deviation from the Agreement documents in an Agreement modification, as provided above, the City shall not be precluded or estopped, notwithstanding any approval, review, measurement, estimate or certificate and payment in accordance with it, from recovering from the Consultant and its sureties damages it may sustain by reason of its failure to comply with the terms of the Agreement. Except as provided, neither the acceptance of the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the professional services, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the Agreement, or of any power reserved or any right to damages provided to the City. A waiver of any breach of the Agreement shall not be held to be a waiver of any other breach whether prior to or subsequent to it. The City's delay in declaring that a breach has occurred or otherwise asserting its rights under this Agreement shall not constitute a waiver of the breach or limit any of the City's rights under this Agreement.

5. Amendments

No supplement, modification of, or amendment of this Agreement shall be binding unless executed in writing by both parties.

X. Indemnity Clause

Consultant shall indemnify and hold harmless City, and its elected and appointed officers, the officers, directors, employees, agents and other consultants of each of them, from and against any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and other persons employed or utilized by the Consultant in the performance of this Agreement.

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

This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the professional services itself, and including the loss of use resulting therefrom.

Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by Consultant from the City that such amount is due, be made by Consultant prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and Consultant shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by Consultant of written notice from the City that such payment is due. Consultant agrees, at Consultant's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Contractor. Additionally, if Contractor, after receipt of written notices from the

City, fails to make any payment due hereunder to the City, Consultant shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from Consultant.

Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor.

XI. Notice

1. All Notices sent to Consultant shall be sent in writing and by first-class mail to:

2. All Notices sent to the City shall be sent in writing and by first-class mail to:

Mayor Diane Veltri Bendekovic
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:

Horace McHugh,
Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

Brett W. Butler, PE, CFM
City Engineer
400 NW 73rd Avenue
Plantation, FL 33317

IN WITNESS WHEREOF, CITY OF PLANTATION AND _____, have signed this AGREEMENT in duplicate. One counterpart each has been delivered to the City and Contractor.

Signed, sealed and delivered in the presence of:

Attest: _____
Susan Slattery, City Clerk

CITY OF PLANTATION

Witness: _____

By: _____
Diane Veltri Bendekovic, Mayor

Typed Name of Witness

As to legal form: _____
Donald J. Lunny, Jr.,
City Attorney

Witness: _____

Typed Name of Witness

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments appeared Diane Veltri Bendekovic and Susan Slattery, as the Mayor and City Clerk respectively, who are personally known to me to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same on behalf of the City of Plantation, Florida, and who did not take an oath.

WITNESS my hand and official seal this ____ day of _____, 2017.

My commission expires: _____
My commission number is: _____
Printed Name of Notary
(Notary seal)

WITNESS my hand and official seal this ____ day of _____, 2017.

_____.

Witness: _____

By: _____

Typed name of Witness

Witness: _____

Typed name of Witness

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments appeared _____ as President, who is personally known to me to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same on behalf of the _____, and who did not take an oath.

WITNESS my hand and official seal this ____ day of _____, 2017.

NOTARY PUBLIC STATE OF _____

Printed Name

My commission expires:
My commission number is:

(notary seal)



**CITY OF DUNEDIN
REQUEST FOR QUALIFICATIONS
SPECIFICATIONS AND INSTRUCTIONS**

**CONSULTANT SERVICES FOR THE
IMPLEMENTATION OF A PAVEMENT MANAGEMENT
SYSTEM
RFQ 16-1060**

**PROPOSALS ACCEPTED UNTIL
2:00pm TUESDAY, MARCH 22, 2016**

AT

**DUNEDIN PURCHASING SECTION
750 MILWAUKEE AVENUE
DUNEDIN, FL. 34698**

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CITY OF DUNEDIN
CONSULTANT SERVICES FOR THE IMPLEMENTATION OF A
PAVEMENT MANAGEMENT SYSTEM
RFQ 16-1060

The City of Dunedin, Florida will accept qualifications packets from firms qualified to provide engineering services required for the implementation of a pavement management system. The City maintains approximately 107 lane miles of roadway. The selected Consultant will conduct a pavement condition survey to assess the condition of the existing roadways within the Public Right-of-way, and a pavement condition survey to assess the condition of the existing City Owned Parcels such as parking lots at existing city facilities. Furthermore, the Consultant will recommend a vendor hosted web-based pavement management software system. The Consultant will input the pavement condition survey information into the selected software system. The system will allow the City of Dunedin to integrate and maintain an inventory, analyze condition data, track construction history, and conduct multi-year analyses to guide sound, defensible decisions about investment of available resources for pavement maintenance and rehabilitation.

Sealed RFQs:

Responses to this Request for Qualifications (**please submit one original and five (5) hard copies and one disc copy**) should be submitted in a sealed envelope, clearly identified as:

RFQ 16-1060
“CONSULTANT SERVICES FOR THE IMPLEMENTATION OF A PAVEMENT
MANAGEMENT SYSTEM”
2:00PM TUESDAY, MARCH 22, 2016
DO NOT OPEN IN MAILROOM

Responses should be mailed or delivered to:

City of Dunedin
Municipal Services Building
Purchasing Section
750 Milwaukee Avenue
Dunedin, FL 34698

The Qualifications packets are due no later than the time and date noted above. Any response received after that time and date will not be opened. Any individual requiring special assistance must notify the Purchasing Office in writing 48 hours in advance so that arrangements can be made. No response shall be withdrawn for a period of ninety (90) days, from the opening date, without the consent of the City of Dunedin, Florida.

Charles H. Ankney, CPPO
Purchasing Agent

SECTION B GENERAL CONDITIONS

1. CONSULTANT'S ABILITY

It is the intent of the City to award a **Service Authorization** for this work to a Consultant whose experience, skill, and financial resources are fully equal to the task of prosecuting the work in a rapid and satisfactory manner, and successfully completing it within the time limit set. Upon request by the City, any Consultant shall be prepared to submit an attested statement of his ability, financial status, and history.

2. PROPOSAL GUARANTEE

Decision on the acceptance or rejection of the various responses will be made as soon as practicable after responses are received, but the right is reserved by the City to defer action on awarding a contract for ninety (90) calendar days.

3. PROHIBITED INTERESTS

No Member of or Delegate to Congress, or Resident Commissioner or City Employee shall be admitted any share or to any benefit that may arise from this contract, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. No official, employee, architect, attorney, engineer, or inspector authorized for the City to exercise any legislative, executive, supervisory, or other similar functions in connection with the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

4. COLLUSION

The City reserves the right to disqualify firms, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the CONSULTANT. More than one (1) response from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a CONSULTANT is interested in more than one (1) response for the same work will be cause for rejection of all responses in which such CONSULTANTS are believed to be interested. Any or all responses will be rejected if there is any reason to believe that collusion exists among the CONSULTANTS.

5. CONSULTANT'S OBLIGATION OF EXAMINATION

All of the conditions, which are known to affect the performance of the work, have been shown on the Plans and/or described in the RFQ Documents. Upon request, all additional information pertaining to existing conditions in the possession of the City will be shown to the Consultants. However, this information is furnished as a service and the correctness of such information is not guaranteed as to accuracy and completeness.

Consultants are required to examine the RFQ Documents, the site of the project, and any other information that may be on file in the offices of the City. No plea of ignorance of conditions that may exist, or of conditions or difficulties that may be encountered under this contract, as a result of a failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Consultant to fulfill in every detail all the

requirements of the RFQ Documents, or will be accepted as a basis for any claims whatsoever for extra compensation.

6. CONTRACT INFORMATION

The Contract shall consist of the Invitation to Bid, General Provisions, RFQ Forms, Specifications and any required Addendums, Bonds, Insurance Certification, Change Orders, and any other exhibits identified in the specification package, and shall be referred to collectively as the Proposal Documents. In addition, the Consultant's response and negotiated scope of services (including pricing) shall be included as part of the contract documents. The provisions of each and all shall become a part of the Contract when awarded by the City of Dunedin, unless specifically objected to by the CONSULTANT in his/her response. Failure of the Consultant to accept this condition shall result in the cancellation of any award. The laws of the State of Florida shall govern any contract(s) resulting from this RFQ and venue shall lie in Pinellas County, Florida.

7. LAWS TO BE OBSERVED

The act of submitting a response to this RFP shall constitute an agreement by the Consultant that he has made himself familiar with, and shall at all times observe and comply with, Federal, State, and Local laws, ordinances, codes, and regulations that may in any manner affect those engaged, or employed, in the work or which may in any manner affect the materials, equipment, or workmanship used in or upon the work. No plea of misunderstanding will be considered on account of ignorance thereto. The Consultant shall indemnify and save harmless the City and all of his officers, agents, employees, or representatives from all suits, actions, or claims arising from or based on the violation of any such laws, ordinances, codes, and regulations whether by himself, his employees, subcontractors, or agents.

8. BASIS UPON WHICH QUALIFICATIONS ARE SOLICITED AND AWARDED

Responses are solicited on the basis of the evaluation criteria set forth in the RFQ documents. The **Service Authorization** will be awarded to the Consultant that submits the response that best meets the needs of the City as determined by City Staff and/or City Commission using the Evaluation Criteria. The City's decision will be final. The City reserves the right to informally negotiate certain points of the final contract with a qualified CONSULTANT.

9. TIME OF COMPLETION

After approval by City Commission, a Purchase Order will be issued. The work shall be complete within ninety (90) calendar days of the issuance date of the purchase order.

10. ASSIGNMENT OF CONTRACT

The act of submitting a response to this RFP shall constitute an agreement that no assignment of said contract shall be made without the written consent of the City.

11. CANCELLATION OF CONTRACT

The City of Dunedin reserves the right to cancel this contract without cause by giving thirty (30) calendar days prior notice to the Consultant in writing of the intention to cancel or with cause if at any time the Consultant fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Consultant to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Dunedin.

In addition to all other legal remedies available to the City of Dunedin, the City of Dunedin reserves the right to cancel and obtain from another source, any items which have not been delivered within the period of time stated in the Consultant's proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by the City of Dunedin.

12. CHANGE ORDERS

The cost of performing any work, not covered by the proposal, shall be negotiated by the Consultant presenting a proposal that shall specifically designate quantities, his plan of procedure, and a statement of the costs. If acceptable to the City, an official change order shall be issued. The Purchase Order price and time of completion shall be adjusted accordingly. Additional work performed by the Consultant without authorization of a change order will not entitle him to an increase in the Purchase Order price or an extension of the completion date.

13. PREPARATION OF RESPONSE

The Consultant's response shall be submitted as required by the RFQ documents in accordance with these instructions. The response must be complete in every detail.

The Consultant shall sign the Response Form (Letter of Understanding) and give his/her address.

A Partnership Consultant must give the names and addresses of all partners and the Response Form must be signed by at least one person who shall designate himself as a partner. When a firm submits a response, all of its members must sign the Response Form, or if they choose, any member having binding authority to do so may sign the response and describe themselves as doing business under a firm name and style.

A Corporation must name the state in which its articles are held. The Response Form must be signed in the name of, and under the seal of, the corporation, by a duly authorized officer or agent of the corporation and his address must be given. Such officer or agent must present legal evidence that he has lawful authority to sign said response and that the signature is binding upon the corporation and that the corporation has a legal existence. In the event that any corporation, organized and doing business under the laws of any foreign state, is a successful Respondent, such corporation shall present evidence before a Purchase Order for said work is executed, that it is authorized to do business in the State of Florida.

14. REJECTION OF PROPOSALS

The City reserves the right to reject any proposal containing any omission, addition, extension, erasure, alteration, or irregularity of any kind.

The judgment of the City shall be final in determining the capability, experience, and ability of the Consultant to successfully and properly prosecute the proposed work to completion within the proposed time. Failure to convince the City of such capacities shall result in the rejection of the response.

The City reserves the right to reject any or all responses and to waive any irregularity, variance or informality whether technical or substantial in nature, and to accept or reject any item or combination of items, in keeping with the best interests of the City.

15. INQUIRIES AND ADDENDA

Each Consultant shall examine the RFQ documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to this RFQ shall be made through the City of Dunedin's Purchasing Agent, Chuck Ankney, at 750 Milwaukee Ave. Dunedin, Fl. 34698; or email to cankney@dunedinfl.net. Inquiries must be submitted no less than ten (10) days before the response due date. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFQ, the City will attempt to notify all prospective Consultants who have received a copy of the RFQ. However, it shall be the responsibility of each Consultant, prior to submitting a response, to contact the City of Dunedin's Purchasing office (727-298-3077) to determine if addenda were issued and to make such addenda a part of the response.

16. INSURANCE REQUIREMENTS

Prior to the issuance of the **Service Authorization/Purchase Order**, the CONSULTANT shall deliver to the Owner such Certificate(s) of proof of the required insurance coverage as may be set for in the General Provisions Section of the Contract Documents.

If the CONSULTANT engages a Subcontractor to perform any portion of the work, the CONSULTANT may at his/her option, extend his/her insurance coverage to the Subcontractor, however, verification of the extended coverage must be so stated on the Certificate(s) furnished to the City by the CONSULTANT.

Should the CONSULTANT require any Subcontractor to furnish their own proof of the proper and required insurance coverage, the Certificate(s) must be presented to the Owner for approval prior to any work being accomplished by the Subcontractor. Compliance with the provisions of this paragraph is the sole responsibility of the CONSULTANT. If the Owner has not received certificates of insurance for any Subcontractors at the time of commencement of the work, the Owner will presume the CONSULTANT has extended his/her insurance coverage to the Subcontractor and verification of such extended coverage shall be stated on the Certificate(s) of Insurance provided to the Owner.

A. General

Before starting and until acceptance of the work by the City, the CONSULTANT shall procure and maintain insurance of the types and the limits specified in paragraphs (1) through (5) below.

The CONSULTANT shall require each of his/her subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified in paragraphs (1) through (5) below. It shall be the responsibility of the CONSULTANT to ensure that all subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

B. Coverage and Limits:

1. Insurance

The CONSULTANT and subcontractors shall provide the following described insurance, except for coverage specifically waived by the City, on policies and with insurers acceptable to the City.

These insurance requirements shall not limit the liability of the CONSULTANT. The City does not represent those types or amounts of insurance to be sufficient or adequate to protect the CONSULTANT'S interests or liabilities, but are merely minimums.

Except for workers' compensation and professional liability, the CONSULTANT'S and subcontractors' insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this contract or agreement.

The CONSULTANT and subcontractors' waive their rights of recovery against the City, to the extent permitted by its insurance policies.

The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City

The CONSULTANT'S and subcontractor's deductibles/self-insured retention shall be disclosed and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The CONSULTANT is responsible for the amount of any deductible or self-insured retention.

Minimum Limits for Liability Coverage

The CONSULTANT shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence and a \$2,000,000 policy aggregate for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' Compensation Coverage section) and the total amount of coverage required.

2. Commercial General Liability

The occurrence form of Commercial General Liability must be provided.

Coverage A shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement or contract, and broad form property damage coverage.

Coverage B shall include personal injury, coverage C, medical payments, is not required.

3. Products/ Completed Operations Coverage (Not Required for this Project)

The CONSULTANT is required to continue to purchase products and completed operations coverage, at least to satisfy this contract or agreement, for a minimum of three years beyond the City acceptance of renovation or construction projects.

4. Business Auto Liability

Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

5. Workers Compensation Coverage

The CONSULTANT and subcontractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee/\$1,000,000 policy limit for disease.

The CONSULTANT shall also purchase any other coverage required by law for its employees.

C. Additional Insurance:

The City requires the following additional provisions or types of insurance to afford added protection against loss which could affect the work being performed.

1. Builders Risk (not required for this project)

Builders Risk Insurance is to be purchased to cover the property for all risks of loss, subject to a waiver of coinsurance, including coverage of risks indicated in the Installation Floater and Motor Cargo Insurance described hereafter, if such coverage is not separately provided.

The Builders Risk Insurance is to be endorsed to cover the interests of all parties, including the City and all CONSULTANTS and subcontractors as their interests may appear. The insurance is to be endorsed to grant permission to occupy.

2. Installation Floater Insurance (not required for this project)

Installation Floater Insurance is to be provided to cover damage or destruction to equipment being installed or otherwise being handled or stored by the CONSULTANT. The amount of coverage should be adequate to provide full replacement value of the equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

3. Motor Truck Cargo Insurance (not required for this project)

If the Installation Floater Insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation Insurance is to be provided for materials or equipment transported in the CONSULTANT'S vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

4. Professional Liability – Errors & Omissions

The CONSULTANT shall procure and maintain for the life of this contract, Professional Liability Insurance. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000 per occurrence with deductible or self-insured retention (SIR) indicated.

D. Hold Harmless:

The CONSULTANT shall hold the City, its employees, agents and elected officials harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the contract including the acts of the subcontractors, unless such claims are a result of the City's own negligence.

1. Consideration for Hold Harmless/Payment on Behalf

The CONSULTANT agrees to accept, and acknowledge as an adequate amount of remuneration, the consideration of \$10 for agreeing to the Hold Harmless, Payment on Behalf of City, Insurance and Certificates of Insurance provisions in this agreement or contract.

The City requires the following additional provisions or types of insurance to afford added protection against loss which could affect the work being performed.

2. Payment On Behalf Of City

The CONSULTANT agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

E. Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance. New Certificates of Insurance shall be provided to the City by the insurance company and the CONSULTANT at least 15 calendar days prior to coverage renewals.

If requested by the City, the CONSULTANT or subcontractors shall furnish complete copies of the CONSULTANT'S or subcontractor's insurance policies, forms and endorsements. For Commercial General Liability coverage the CONSULTANT shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the CONSULTANT'S obligation to fulfill the insurance requirements herein.

F. Insurance of the CONSULTANT Primary

Insurance required of the CONSULTANT or subcontractors or any other insurance of the CONSULTANT or subcontractors shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of City, Insurance, Additional Insurance and Certificates of Insurance provisions of this agreement or contract.

G. Loss Control and Safety

Precaution shall be exercised at all times by the CONSULTANT and subcontractors for the protection of all persons, including employees, and property. The CONSULTANT and subcontractors shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should be reasonably be expected. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONSULTANT acknowledges that such stoppage will not shift responsibility for any damages from the CONSULTANT to the City's Workers' Compensation Coverage.

17. EXCEPTIONS

CONSULTANTS are cautioned that if they wish to take exception to any of the terms or conditions of this RFQ, such exception must be filed with the response. Failure to file exception to these provisions with the proposal may lead the City of Dunedin to rule that items not noted as exceptions are non-negotiable.

18. COSTS INCURRED BY CONSULTANTS

All expenses involved with the preparation and submission of responses to the City, or any work performed in connection therewith, shall be borne solely by the Consultant. No payment will be made for any response received, nor for any other effort required of, or made by, the Consultant prior to contract commencement.

19. DISPUTE AND COMPLAINT

All complaints or grievances should be first submitted in writing to the Purchasing Agent who will take prompt remedial action. The Purchasing Agent shall investigate the validity of the complaint and present the findings in writing to the Consultant. If the Consultant is dissatisfied with the Purchasing Agent's remedies, he/she may then make a written appeal to the City Manager who will investigate and respond in writing. This policy does not preclude consideration of legal questions in connection with any decisions made by the City.

20. LOBBYING

Lobbying of Evaluation Committee members, City of Dunedin employees, or elected officials regarding Request for Qualifications (RFQ's), Request for Proposals (RFP), Bids or Contracts, by the proposer/bidder or any member of the proposer's/bidder's staff, an agent of the proposer/bidder, or any people employed by any legal entity affiliated with an organization that is responding to the RFQ, RFP, Bid or Contract is strictly prohibited upon advertisement and shall be prohibited until a written recommendation of award is made. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any RFQ, RFP, Bid or Contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any RFQ, RFP response, Bid or Contract to be rejected.

21. INSPECTION/EXAMINATION OF PROPOSALS

Unless authorized by the Purchasing Agent, responses will not be available for public inspection until such time as there is a notice of decision or intended decision of award or within thirty (30) calendar days of the opening date, whichever is earlier (Reference Florida Statutes Chapter 119.071 (1)(b)).

22. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list

23. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business

24. WITHDRAWAL OF PROPOSAL

A CONSULTANT may withdraw his/her response without prejudice to himself no later than the day and hour set in the "Request for Qualification" by communicating his purpose in writing to the City at the address given in the "Request for Qualification". When received, it will be returned to him/her unopened. No response may be withdrawn after the time and date set for submission.

25. REFERENCES

The Consultant shall provide three references from companies or government entities at which they have provided this service. Please use Attachment A to provide this information. These references will enable the City to judge the Consultant's responsibility, experience, skill, and business standing. The City reserves the right to reject any response when, in its opinion, the Consultant has insufficient experience, responsibility, skill, or business standing to perform the proposed work in strict compliance with the specifications, or when the information provided is insufficient for making a judgment.

SECTION C SPECIFIC REQUIREMENTS

SECTION 1 GENERAL INFORMATION

1. PURPOSE OF REQUEST

The City of Dunedin, Florida is a municipality of approximately 37,000 residents located in Pinellas County, Fl. Dunedin is located on the coast of the Gulf of Mexico in the Tampa Bay area. Dunedin is a full-service City that employs approximately 350 people. The City provides various services to its residents.

The City of Dunedin wishes to receive detailed Technical Proposals for a Pavement Management Survey and Pavement Management Software System (PMS) and related Consulting Services as outlined in this Request for Qualifications (RFQ).

The City of Dunedin maintains approximately 107 lane miles of roadway. The proposed solution will be a vendor hosted web-based pavement management software system. The system will allow the City of Dunedin to integrate and maintain an inventory, analyze condition data, track construction history, and conduct multi-year analyses to guide sound, defensible decisions about investment of available resources for pavement maintenance and rehabilitation.

2. DEFINITIONS

- A. "The Owner" means officers or employees of the City of Dunedin.
- B. "Respondent" means the person or firm responding.
- C. "Statement of Qualifications" or "SOQ" means the submission received from a Respondent in response to this RFQ.
- D. "Request for Qualifications" or "RFQ" means this entire document, including all of the documents and any addenda thereto issued before the RFQ closing time.

3. SCOPE OF SERVICES

The Scope of Work for this Project shall consist of the seven (7) tasks as defined below.

3.1 Needs Analysis Meeting

Consultant shall meet with the City's pavement management committee to discuss current business practices, discuss potential modifications to current practices and determine system configuration requirements. Consultant shall submit a report summarizing the agreed upon configuration requirements to the City.

3.2 Street Inventory File Import

City will provide the Respondent with a list of city maintained streets and properties including year of construction, type of pavement and last known surface treatment. PDF sketches of most city streets and city properties will also be provided to the Respondent. The Respondent is advised to use these materials wisely and verify accuracy and correctness for themselves.

3.3 Pavement Condition Survey

- 3.3.1 Perform a complete pavement condition survey of the entire network and populate the PMS database. All surveys shall utilize a visual (windshield) evaluation of the entire area of each pavement section.
- 3.3.2 The pavement condition evaluation shall be performed in accordance the Distress Identification Manual for the Long-term Pavement Performance (LTPP) Program utilizing severities and extents of distresses. The City will not consider the use of ASTM D-6433 pavement condition evaluation methodology. All streets are flexible HMA pavements. The Respondent shall evaluate the level of severity of each street segment based on the definitions as set forth by the LTPP Manual. Levels of Extent shall vary up to six different levels based on the type of distress. All Extents shall be based on percentage of gross area of the pavement segments, except for Transverse Cracking which shall be based on average spacing of cracks and Longitudinal Cracking based on linear feet of cracks. Distress types shall be as follows:
 - Fatigue Cracking (6 Levels of Extent)
 - Transverse Cracking (4 Levels of Extent)
 - Block Cracking (4 Levels of Extent)
 - Defective Patches and Potholes (6 Levels of Extent)
 - Surface Defects- Oxidation/Raveling (4 Levels of Extent)
 - Rutting and Roughness (4 Levels of Extent)~~Longitudinal (Linear Feet)~~

3.3.3 The City will not consider automated data collection techniques.

3.4 Software Implementation

The City is looking for pavement management software to increase cost-efficiencies and decision making capabilities. The system selected shall have the following capabilities:

- 3.4.1 Be a City or vendor hosted web-based application accessible using Microsoft Internet Explorer.
- 3.4.2 Be highly configurable to allow refinement in the future and expansion to other asset types. As such, must have the capability of being configured to be tightly integrated a broader infrastructure asset management system utilizing the same software.
- 3.4.3 Store all pavement condition data and convert that data to user-defined condition indices.
- 3.4.4 Have a flexible table structure that will allow for adding additional attributes to existing tables and creating new tables for additional types of data without requiring additional software development.

- 3.4.5 Must allow for unlimited number and types of pavement distresses. The software must allow for user-defined condition data including at least three levels of severities and at least six levels of extents.
- 3.4.6 Must allow for unlimited types of pavement repairs.
- 3.4.7 Must allow for deterioration of individual distress indices as well as general condition indices within the system. The system must allow the user to define an unlimited number of performance models by pavement type or repair treatments by deteriorating any condition indices over time.
- 3.4.8 Must have unlimited flexibility in creating decision trees, pavement repair strategies and performance models. These are to be based on user-defined decision and performance variables available in the database.
- 3.4.9 Must calculate Benefit of any given repair based on a standard Benefit definition utilizing of the area between the "current" performance model and the "potential" repair-specific performance curve. The system must provide the ability to allow users to modify the defined standard Benefit of a potential repair with any user-specific variables that may be contained within the database such as risk, traffic, safety, importance, etc.
- 3.4.10 Have the capability to analyze various "what if" scenarios to determine future funding needs and alternative repair scenarios. Users must be able to apply unlimited constraints to any analysis. When running optimization scenarios, user-defined constraints will include but should not be limited to:
- Budgets
 - Budgets by repair type (preservation, rehabilitation, reconstruction)
 - Budget by maintenance or areas within the City
 - Condition indices
 - Maximum percentage of pavements below a specified condition threshold
 - Other levels of service as user-defined
- 3.4.11 Provide unique multi-year work plans that identify the type of repair and associated costs for all pavement segments for each year of the analysis period for any funding or performance scenario.
- 3.4.12 Allow for the running of scenarios utilizing an optimized solution that selects projects and groups of projects which provide the maximum benefit solution for the defined constraints.
- 3.4.13 The optimization scenario functionality must have goal setting capabilities to determine the specific optimized projects that would need to be completed yearly to meet any user-defined goal or set of goals.

- 3.4.14 Allow for analysis to take into account any planned utility projects so as to ensure that streets are not selected for repairs if utility work is planned as identified in the City's CIP on those streets.
- 3.4.15 Allow for the yearly automated updating of the individual pavement condition indices based on construction history data. Repair exclusion years, condition improvement rules, age counters and treatment counters to be used in the optimization scenarios shall be user-defined.
- 3.4.16 Allow for the linking and storing of electronic documents and images including photos, construction documents, testing results, etc. related to each specific pavement management section.
- 3.4.17 Provide standard report capabilities including configurable graphs, charts and GIS mapping and the ability to develop customized reports within the application.
- 3.4.18 Must be able to export data to Microsoft Excel or Access for City use in other applications.
- 3.4.19 Compatible with the City's GIS system (ESRI ArcGIS 10, Microsoft SQL Server 2008, ArcSDE 10). The pavement management system shall be integrated with the City's existing GIS system to provide maps.

3.5 Software Testing

Consultant shall test the configuration to ensure that all configuration requirements are properly functioning as defined in the 3.1 "Needs Analysis Meeting."

3.6 Staff Training

Consultant shall provide three (3) days of on-site training, for up to six (6) City staff members. Training will take place at a City Facility.

3.7 Software as a Service (SaaS)

3.7.1 Annual software maintenance and technical support shall be provided for a minimum of one year plus six (6) additional consecutive years for a total of seven (7) years.

3.7.2 Five concurrent user licenses are required by the City.

SECTION 2 SCHEDULE

The anticipated RFQ schedule is as follows:

Responses Due	March 22, 2016
Response Evaluation Period	March 23, 2016 – April 15, 2016
Scope of Services and fee proposal due	April 22, 2016
Commission Approval	May 5, 2016

Purchase Order Issued
Consultant Completes Work

May 9, 2016
August 7, 2016

The Consultant shall submit a proposed schedule of work with their response. The scheduled shall begin with the receipt of the purchase order. The city suggests the following milestones:

- Needs Analysis Meeting
- Street Inventory File Import
- Pavement Condition Evaluation
- System Implementation
- Software Testing
- Staff Training
- Software as a Service (SaaS)

SECTION 3 CITY SUPPORT SERVICES

The City will assign a Project Manager who will be responsible for management and coordination of the project. The Consultant will designate an individual who will be responsible for the successful completion of this project and will have authority to speak on behalf of the firm. During the course of the project, the firm and City Project Manager may have regular meetings to discuss technical issues and progress, if needed. Progress meetings will be scheduled on an as needed basis. Written progress reports detailing the work completed to date, milestones met, upcoming deliverables, open issues, anticipated problems and recommended solutions will be sent to the City monthly.

SECTION 4 PROJECT BUDGET

The City has estimated a cost between \$50,000 and \$100,000, of \$60,000 for this project.

SECTION 5 EVALUATION OF PROPOSALS

Qualifications will be evaluated on the basis of the following criteria.

• Project Team experience with similar projects	(20%)
• Consultant experience in Pavement Management	(20%)
• Proposed Project Plan	(20%)
• Proposed Software Solution	(20%)
• Schedule	(10%)
• References	(10%)
Total	(100%)

The CONSULTANTS will be ranked based on the evaluation scores. The Evaluation Committee reserves the right to create a “Short List” of several firms or to negotiate with the highest ranked firm. The Evaluation Committee may request interviews, presentations and/or additional information from the firms on the Short List.

The City will negotiate a contract with the highest ranked Consultant at compensation which the City determines is fair, competitive and reasonable. The cost of the required services and the scope and complexity of the said services will be considered in making this determination. If the City is unable to negotiate a satisfactory contract with the highest ranked Consultant at a cost the City determines to be fair, competitive and reasonable, negotiations with that Consultant will be terminated and the City will undertake negotiations with the Consultant having the second highest rank. Should the City fail to reach an agreement with the second highest ranked Consultant, the City will terminate negotiations and undertake negotiations with the Consultant having the third highest rank.

The City reserves the right to request any additional information needed for clarification from any CONSULTANT for evaluation purposes. Unsolicited supplementary or clarifying information received after the RFQ closing time will not be considered.

SECTION D RESPONSE FORMAT

RESPONSE FORMAT AND REQUIREMENTS

The CONSULTANT'S response should be in the same tabbed sequence as the criteria listed below so that they can be easily identified and compared to other responses. **RESPONSES SHALL BE LIMITED TO A MAXIMUM OF TWENTY (1020) PAGES, EXCLUDING RESUMES.** The City of Dunedin may reject any response that does not meet the following criteria:

1. TITLE PAGE (One Page)

Show the RFQ subject, name of firm, mailing address, telephone and fax number, name of contact person, email address and date.

2. LETTER OF UNDERSTANDING (One Page)

State your understanding of work to be accomplished and make a commitment to perform all work within the required time frames. Also, state the name of the person that will be authorized to make representations for the CONSULTANT, their title, address and phone, fax number(s) and email address. State that the person signing the letter has been authorized to bind the CONSULTANT.

3. CONSULTANT'S QUALIFICATIONS AND EXPERIENCE

This section requires that the CONSULTANT identify at least (3) three similar projects completed during the past three (3) years. The CONSULTANT shall identify the background, experience and qualifications of the responsible project professional with special reference to the required license as a Florida professional engineer.

NOTE: Projects used as examples of similar work shall be clearly noted if the work was done by individuals while employed by other firms. The only projects which you may claim without attribution are those projects actually produced by your firm. Improper or misleading credit for projects, in our view, is an adverse reflection on a firm's integrity and may be grounds for rejection of those projects from your experience record.

The CONSULTANT shall also identify each reference by including the name, title and phone number of key customer contact personnel involved with the project. Local references are preferred. This would allow City Staff to visit the site if desired. This section should include a narrative description of current and previous experience that would qualify the CONSULTANT to complete the work described in this RFP. Reference Information (Attachment A) should be included in this area.

Resumes of the key members of the CONSULTANT'S team should be included in this area. This should include the Project Manager. Detail the availability of personnel for immediate placement.

Discuss Sub-consultant usage if anticipated. Indicate the percentage of work estimated to be performed by the sub vs. the prime. Also, indicate if the prime consultant has previously worked with the proposed sub and give a brief example of the previous relationship(s)

4. PROJECT APPROACH

CONSULTANTS should discuss their proposed solution in this section. The various requirements of Section C “Specific Requirements” should be included here.

Consultants shall provide a work plan that clearly and concisely defines the approach taken. The approach section shall provide a detailed description of how your company anticipates accomplishing the project relative to methodology, tools, personnel, phasing, etc. The work plan shall demonstrate to the City that your firm understands the tasks involved to produce each of the required deliverables, and shall identify what is required of the City to prepare for the firm's solution, if chosen.

- The work plan shall include: major project milestones, activities, tasks, data collection methodology and deliverables; customization approach; data conversion/data migration approach; "go live" approach; assumptions or constraints on which the work plan is predicated.
- Provide a description of the software application being proposed in terms of capabilities, functionality, and features.
- Describe the application hosting environment.
- Describe the approach for ongoing system security in terms of anti-virus and Internet vulnerability management. Focus on the methods and a schedule for security updates and patch distribution.
- Describe the approach with respect to data backups and archives.
- Describe GIS capabilities or describe the process required to integrate the data in the PMS to a geographic data in ArcGIS.b. Approach to assigning personnel (man-loading) to a project of this size, duration, and how such relates to the proposed scope of services.
- Approach to cost control.

5. SCHEDULE

Include a projected schedule for the various phases of the project as detailed in Section 2 – “Schedule” above.

6. ADDITIONAL INFORMATION

The CONSULTANT may include any pertinent additional information in this Section.

**ATTACHMENT A
REFERENCE INFORMATION
RFQ 16-1060**

Organization _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone Number () _____ Fax: () _____

Date Contract Awarded _____ Contract Amount _____

Contract Amount _____

Organization _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone Number () _____ Fax: () _____

Date Contract Awarded _____ Contract Amount _____

Contract Amount _____

Organization _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone Number () _____ Fax: () _____


Date Contract Awarded _____ Contract Amount _____

Contract Amount _____


Agenda Item: NB-1
Meeting Date: 05/19/2016

MEMORANDUM

TO: City Commission

THROUGH: Douglas Hutchens, Interim City Manager 

DATE: May 9, 2016

FROM: Jorge M. Quintas, P.E., Director,
Department of Public Works & Utilities / City Engineer 

SUBJECT: RFQ 16-1060 Consultant Services for the Implementation of a Pavement Management System

PRESENTER(S): Marcello Tavernari, PE, Section Engineer, Public Works & Utilities

RECOMMENDATION: Motion to award a contract to Kercher Engineering, Inc. of Riverview, FL in the amount of \$77,130 to perform a pavement assessment survey and other related services for the City of Dunedin.

BUDGET IMPACT: The project was estimated at \$75,000. Funds for this work are budgeted in the County Gas Tax Fund (Acct. #130-6300-541-6301).

PAST ACTION: None

NEXT ACTION: None

ATTACHMENTS:

- 1) Memo from Chuck Ankney, Purchasing Agent, dated May 6, 2016.
- 2) Memo to Purchasing from Marcello Tavernari, P.E., Section Engineer, dated May 6, 2016.
- 3) Kercher Engineering proposal, dated May 3, 2016.
- 4) RFQ Summary Results dated, March 22, 2016.

BACKGROUND: The City of Dunedin owns and maintains approximately 107 miles of roadways, including asphalt, brick, and a limited number of dirt roads. Depending upon the construction methods, traffic patterns, and environmental conditions, asphalt pavement surfaces have an estimated life span ranging from 10 to 20 years. Periodic maintenance and resurfacing performed at the right time can extend the life of a roadway section 20 to 50 years, reducing the need for costly road reconstruction. Due to limited software capabilities and information systems, the City's current pavement program depends largely upon requests from the public, and City staff investigations. The length of roadways resurfaced each

year is limited to the amount of available funding allocated for that specific year. Historic levels of funding from the Gas Tax are insufficient to resurface each roadway on a 20 year cycle, nor to be able to reconstruct roadways which have exceeded their service life.

This project anticipates creating a master roadway pavement management plan such that roadways can be categorized and funded by priority, need, and use. Once the roadways are organized, planned, and recommended for construction funding through the CIP process, other assets requiring replacement, such as drainage, water, and sewer, can be scheduled for replacement prior to anticipated roadway improvements. Additionally, 15 City owned parking lots will be included in this evaluation, such as the parking lots at the Library and the MLK Center.

In March, City staff requested qualifications from engineering consultants who perform this specific type of work. City staff reviewed three different companies capable of performing this task, and chose to contract with Kercher Engineering. This experienced consultant team has successfully performed similar services for multiple public agencies throughout the country. Kercher will collect the field data, provide data input into the pavement planning software, and execute multiple projected scenarios for the City's pavement program, where funding is the limiting agent. This approach will provide City staff and the Commission the opportunity to plan how the quality and funding for our City roadways should look in the future.

Staff has negotiated a scope and fee with Kercher Engineering, Inc., in the amount of \$77,130.00 to provide consulting services for the next phase of the program implementation. The scope of work includes roadway inspection, roadway condition rating, pavement software configuration and data entry, and staff training.

Funding for this project will come from the Fiscal Year 2016 Gas Tax Fund. Following completion of the consulting services, City staff will be able to operate the software in-house, perform periodic inspections to monitor pavement deterioration, update newly repaved roadway segments, and rate new roads added to the City network through annexations or roadway transfers. Staff will then use the configured software to evaluate the optimum use of the City's limited pavement funds to maintain and improve the overall condition of the City's pavement network. This information will be used in allocating funding and scheduling projects beginning in the FY 2017 update to the City's Capital Improvement Program.

Funds for this project were budgeted in fiscal year 2016 from the Gas Tax Fund (Account #130-6300-541-6301), under Project Number 631604. Staff hereby recommends award of this contract to Kercher Engineering in the amount of \$77,130.



Department of Finance

Interoffice Memorandum

TO: Doug Hutchens, Interim City Manager

THROUGH: Joe Ciurro, Finance Director *JC*

FROM: Chuck Ankney, Purchasing Agent *CA*

DATE: May 6, 2016

RE: RFQ #16-1060 Consultant Services for the Implementation of a Pavement Management System

This Request for Qualifications (RFQ) was properly advertised in the Gulf Coast Business Review and on www.demandstar.com on Friday, February 19, 2016. Forty-six (46) companies obtained plans and specifications. There was one addendum issued to this RFQ. Three (3) responses were received by the March 22, 2016 submittal deadline.

The purpose of this RFQ is to contract with a Consultant qualified to provide engineering services required for the implementation of a pavement management system. The City maintains approximately 107 lane miles of roadway. The selected Consultant will conduct a pavement condition survey to assess the condition of the existing roadways within the Public Right-of-way, and a pavement condition survey to assess the condition of the existing City Owned Parcels, such as parking lots, at existing city facilities. Furthermore, the Consultant will recommend a vendor hosted web-based pavement management software system. The system will allow the City to integrate and maintain an inventory, analyze condition data, track construction history, and conduct multi-year analyses to guide sound, defensible decisions about investment of available resources for pavement maintenance and rehabilitation.

An Evaluation Team (Team) was developed to review and rank the proposals. The Team was comprised of Marcello Tavernari, Public Works Section Engineer; Joan Rice, Transportation/Traffic Engineer and Jay Cooper Public Works Designer II. The Team evaluated and ranked the qualifications based submittals. The rankings were as follows:

<u>Firm</u>	<u>Points</u>
Kercher Engineering, Inc.	269
IMS Infrastructure Management Services	234
Fugro Consultants, Inc.	195

The Evaluation Team recommended that staff begin negotiations with Kercher Engineering, Inc. of Riverview, FL (Kercher). As a result of negotiations, Kercher submitted a final proposal at a cost of \$77,130. The proposal contained a detailed scope of services that meets the needs of staff and the requirements of the RFQ.

Funds for this work are budgeted in the County Gas Tax Fund (Acct# 130-6300-541-3110). The Team is recommending that a contract be awarded to Kercher Engineering, Inc. at a cost of \$77,130. Staff requests that this item be placed on the agenda for the City Commission meeting scheduled for Thursday, May 19, 2016.



Home of Honeymoon Island

CITY OF DUNEDIN
RFQ # 16-1060 Tabulation
Consultant Services for the Implementation of a Pavement Management System

Proposals were accepted until 2:00 p.m. Tuesday, March 22, 2016. This RFP was properly advertised in the Business Observer and demandstar.com on Friday, February 19, 2016. Forty-six (46) companies obtained specifications. There was one addendum issued to this RFP.

The following companies submitted proposals:

COMPANY NAME	COMPANY NAME
Kercher Engineering, Inc. Attn. Ken Holton 10317 Ashley Oaks Drive Riverview, FL 33578 Phone: 813-767-5090 Email: kholtan@kercherei.com	IMS Infrastructure Management Services Attn. Donald Hardt 1775 Winnetka Circle Rolling Meadows, IL 60008 Phone: 847-506-1500 Email: dhardt@ims-rst.com
Fugro Consultants, Inc. Attn. Nima Kargah-Ostadi 8613 Cross park Drive Austin, TX 78754 Phone: 512-977-1883 Email: nkargah-ostadi@furgo.com	


Charles H. Ankney, CPPO
Purchasing Agent

MEMORANDUM

TO: Chuck Ankney, Purchasing Agent

FROM: Marcello Tavernari, PE, Public Works Section Engineer *Marcello Tavernari, P.E.*

DATE: May 6, 2016

SUBJECT: RFQ 16-1060 Consultant Services for the Implementation of a Pavement Management System

The City of Dunedin owns and maintains approximately 107 miles of roadways, including asphalt, brick, and dirt roads. Depending upon the construction methods, traffic patterns, and environmental conditions, asphalt pavement surfaces have an estimated life span ranging from 10 to 20 years. Periodic maintenance and resurfacing at the right time can extend the life of a roadway section 20 to 50 years, preventing the need for and cost of the full reconstruction. Due to limited staffing and information systems, the City's current pavement program depends largely upon requests from the public, and City staff investigations. The length of roadway resurfaced each year is based on the amount of funding allocated for that specific year. Historical levels of funding from the Gas Tax are not sufficient to resurface each roadway every 20 years, let alone reconstruct roadways which have met their shelf life expectancy.

This project anticipates creating a master roadway plan so that all roadways are categorized and funded by priority, need, and use. Once the roadways are organized, planned, and funded for construction through the CIP process, other assets requiring replacement, such as drainage, water, and sewer, can be replaced prior to the anticipated roadway improvements. Additionally, 15 City owned parking lots will be included within this evaluation, such as the parking lots at the library and the MLK Center.

Staff has negotiated a scope and fee with Kercher Engineering, Inc., in the amount of \$77,130.00 to provide consulting services for the next phase of the program implementation. The scope of work includes roadway inspection, roadway condition rating, pavement software configuration and data entry, and staff training.

In March, City staff requested qualifications from engineering consultants who perform this specific type of work. City staff reviewed three different companies capable of performing this task, and chose to contract with Kercher Engineering. This experienced consultant team has successfully performed similar services for multiple public agencies throughout the country. Kercher will collect the field data, input the data into the pavement planning software, and

execute multiple projected scenarios for the City's pavement program, where funding is the limiting agent. This exercise will give City staff and Commission, the opportunity to plan how the quality and the funding for our City roadways will look like in the future.

Funding for this project will come from the Gas Tax, FY 2016. Following completion of the consulting services, City staff will be able to operate the software in-house, perform periodic inspections to monitor pavement deterioration, and rate new roads that are added to the City network through annexation. Staff will then use the configured software to evaluate the optimum use of the City's limited pavement funds to maintain and improve the overall condition of the City's pavement network. This information will be used in allocating funding and scheduling projects beginning in the the FY 2017 update to the City's Capital Improvement Program.

Funds for this project were budgeted in fiscal year 2016 from the Gas Tax Fund (Account #130-6300-541-6301), under Project Number 631604.

Notice To Proceed (NTP) for the work scoped, is planned for the month of June, with activities being complete by October 1, 2016, if not sooner.



**KERCHER
ENGINEERING
INC.**

Asset Management

Pavement Management

Civil Engineers

Municipal Engineers

Pavement Engineers

Traffic Engineers

Planners

Construction Services

GIS/GPS

Surveyors

CCR Reviews

MAIN OFFICE:

254 Chapman Road
Suite 202
Newark, DE 19702
Phone: 302.894.1098
Fax: 302.894.1099

BRANCH OFFICES:

413 E. Market Street
Georgetown, DE 19971
Phone: 302.854.9062

2345 York Road
Suite B11
Timonium, MD 21093
Phone: 410.252.8333

8310 Quail Creek Drive
Colfax, NC 27235
Phone: 336.215.5521

10317 Ashley Oaks Drive
Riverview, Florida 33578
Phone: 813.767.5090

www.kercherei.com

May 3, 2016

Mr. Marcello Tavernari, P.E.
Section Engineer
City of Dunedin
Engineering Division
737 Loudon Ave, 2nd Floor
Dunedin, FL 34698

Reference: Professional Services – Pavement Management System, Parking Lot
Pavement Assessments, Specification Review and Recommendation, and
On-Call Technical Support, City of Dunedin, Florida
KEI Proposal No.: 16-0203P-B

Dear Mr. Tavernari:

Pursuant to your request, I have prepared this Scope of Work for the above-referenced project. Kercher Engineering, Inc. (KEI) hereby proposes to provide the professional services outlined herein, necessary for the City of Dunedin's Pavement Management System, Parking Lot Pavement Assessments, Specification Review and Recommendation, and On-Call Technical Support.

Kercher Engineering, Inc. proposes to provide the following services:

I. BASIC SERVICES

- A. Pavement Condition Survey (Task #1)
- B. Pavement Management System (PMS) Implementation (Task #2)
- C. Parking Lot Pavement Assessments (Task #3)
- D. On-Site End-User Software Training (Task #4)
- E. On-Call Technical Support (Task #5)

The above Basic Services shall be understood to include the following:

A. Pavement Condition Survey (Task #1)

KEI will perform a PCS which is linked to the City's GIS centerline database of all asphalt and brick pavement street segments within the City of Dunedin owned or maintained by the City (approximately 107 centerline miles). This will involve riding each segment and observing and quantifying the severity and extend of each pavement distress. The Long-Term Pavement Performance Program (LTPP) pavement condition survey method recommended by the Federal Highway Administration will be used to collect the following distresses for asphalt pavements: fatigue cracking, transverse cracking, block cracking, patch deterioration/potholes, surface defects, and rutting/

roughness. This data will be recorded on the street centerline segment data provided by the City.

For Brick Pavements, KEI will use a 1 to 4 rating system as previously discussed: 1- No Repairs, 2 – Minor Repairs, 3 – Major Repairs, 4 – Replacement. KEI will not develop performance models or decision trees. KEI will create a simple decision matrix and a query report that will list the latest condition rating and the associated repair and cost.

B. Pavement Management System (PMS) (Task #2)

B.1. Optimization Analysis and Reporting

KEI will perform an analysis of the pavement condition data to determine the type and cost of repair for each pavement segment, as well as, budget optimization. Analysis and reporting will be performed using AgileAssets' web-based pavement management software, *Pavement Analyst (Municipal Edition)* (Software). The Software utilizes integer optimization which considers all possible projects within the roadway network based on any number of constraints. It is the only software currently available to local agencies that can perform multi-constraint integer optimization analysis. This allows the user to easily determine the greatest amount of benefit for any fixed budget or conversely determine the lowest level of funding needed over time to meet user-specified performance goals. This leads to the most cost-effective project selection for any given budget scenario the City requires. This ensures that the least amount of money is being spent to provide the highest possible level of service.

For the Analysis and Reporting services, KEI will provide the following:

- Importation of the Street Inventory File provided by the Client.
- Importation of pavement condition survey data into the Software.
- Multi-Constraint Optimization Analysis for four different levels of funding over a 10-Year Period.
- Three copies of a report containing the analysis (provided at a deliverables meeting). This report will provide summary tables containing:
 - Street Inventory (digital copy only)
 - Recommended maintenance activities and associated estimated costs for the current year
 - Budget scenario graphs and charts. By utilizing the Software, KEI will generate four multi-year budget scenarios based on revenue to determine the funding necessary to meet desired pavement condition index (PCI) goals. Because the Software uses optimization, KEI will have the ability to reduce the City's maintenance backlog and increase the PCI in the most cost-effective manner. This Software proves to be of great benefit for justifying the pavement management plan funding to Council. The budget scenario graphs and charts from the Software analysis provided over a 10-Year Period will include:
 - Change in Pavement Condition (PCI)
 - Change in Backlog – By Maintenance Cost (Sorted by Condition State)
 - Change in Backlog – By Mileage (Sorted by Condition State)

Notes:

1. Backlog by Cost graphs show the amount of unfunded pavement repair needs. It is a method to "monetize" the amount of pavement deterioration that is occurring over time throughout the pavement network.
2. Backlog by Mileage graphs show the miles of pavements that are in the different condition states.
 - o Based on these annual funding amounts (\$500k, \$1,000k, 1,500k, 2,000k), KEI will generate the optimized work plan for the selected funding level. This work plan will become the basis for determining which projects will be constructed each year.
- A digital copy of the final GIS shape file in ESRI compatible format containing completed pavement condition inventory data, PCIs, recommended maintenance activities and cost information for your records, along with 3 printed copies and an electronic copy of the written report in format (*.pdf and *.docx).

B.2. Deliverables Meeting

KEI will present the findings of the PCS, Optimization Analysis, and Reporting in a Deliverables Meeting at a City facility. Report to have color illustration with map of existing PCI's.

C. Parking Lot Pavement Assessments (Task #3)

KEI will perform a parking lot pavement assessment for fifteen (15) asphalt City asphalt parking lots. The work for the City Parking Lot Pavement Assessments will involve walking each parking lot and visually quantifying pavement distresses. The LTPP pavement condition survey method recommended by the Federal Highway Administration will be used to collect the following distresses: alligator cracking, block cracking, reflective cracking, rutting, raveling, bleeding, ride quality, and patching.

KEI will provide a spreadsheet that quantifies: severity and extent for each of the distresses, approximate area of full-depth patching, and recommendations with costs for necessary repair activities.

D. On-Site End-User Software Training (Task #4)

KEI will conduct training of the AgileAssets system to include Database Modifications, Network Analysis, and Reporting. The training will be located at a City facility, for up to six staff members. The training is anticipated to be a two-day system overview/technical training class. KEI will develop basic presentation materials and tutorials to support the training. This class will cover an overview of the entire system and then focus on the individual tasks that users will be required to master. Exercises will be given so the users can practice various tasks focusing on navigation of the system, reviewing and editing basic data, as well as, running analyses.

E. On-Call Technical Support (Task #5)

KEI will provide on-call technical support to the City as needed. This is to include, but is not limited to: online webinars to review the basic workings of the AgileAssets Software and perform additional budget

RE: Pavement Management System, Parking Lot Pavement Assessments,
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May 3, 2016

scenarios which can include graphs and charts from the Software analysis similar to that in Section IA2. Optimization Analysis and Reporting. For this Task, KEI has allocated 20 hours.

Kercher Engineering, Inc. shall provide the basic services outlined above subject to the following conditions:

II. CONDITIONS OF BASIC SERVICES

- A. Pavement management is not intended to be an engineering program that provides “final design, all-inclusive scope-of-work” recommendations for every street nor the preparation of contracts and specifications. When considering that only a small percentage of streets are repaired each year, such a detailed study would be a very costly and time-consuming activity. This amount of detailed information is simply not needed at the “network-level” planning stage. Therefore, a detailed project-level analysis is not included in this Proposal. If such work is desired, an additional Fee would be required.
- B. KEI will use typical costs as documented by the city to provide approximate repair costs. Actual construction costs can vary greatly depending upon many factors such the size and scope of work including composition of types of repairs (patching, crack sealing, rotomilling, utility adjustments, etc.), number of bidders, time of year, cost of raw materials, etc. Additionally, as stated in Item IIA, a detailed project-level investigation is not warranted at this time. Once a project-level investigation including field measures is performed, a more accurate scope-of-work can be developed which will help to improve the accuracy of the estimated costs.
- C. A visual windshield survey with up-close inspection of the pavement surface, when needed, will be used to determine the severity and extent levels of existing pavement distresses at the surface only. As stated in Item IIA, this is a “network-level” planning exercise. Therefore, no destructive or non-destructive material testing procedures are included in this Proposal.
- D. If additional work is required that is not included in this proposal, it will be charged on a Time and Materials basis, based on standard corporate billing rates unless otherwise agreed upon by the City and addressed in a Change Order issued by KEI.
- E. KEI will supply a two man rating crew and vehicle for the field data collection. We have found that a greater level of accuracy can be achieved with the ratings when a two-person KEI rating crew is used. This is because our rater drives the vehicle, which is the best position to view the distresses, and the person inputting the data is also observing the distresses and openly discusses with the rater what they have observed. This open dialog provides the necessary checks and balances for obtaining the most accurate data.
- F. The City of Dunedin will supply KEI with a current GIS centerline database (including street centerline, parcel data, City limits, and street ownership [i.e. City or State]) for the GIS-linked survey, and a listing of the high and low volume streets, if available for prioritization/optimization. The Street Inventory File shall be import-ready, containing the proper street segmentation and associated data to be imported. If modifications are needed to the GIS centerline database, an additional fee may be required.

- G. The City of Dunedin maintains approximately 107 miles of streets within its corporate limits. This Proposal only includes streets maintained by the City of Dunedin and does not include any evaluation of FDOT or privately maintained streets within the City limits. If other streets are to be included, an additional fee may be required.
- H. A standard municipal Software setup will be used for this project. This includes standard decision trees and maintenance activities that are common to most municipalities. KEI's standard decision trees reflect our recommendations for triggering appropriate maintenance activities at each level of pavement deterioration. Unless instructed otherwise, the maintenance activities that will be used include hot mix resurfacing, double micro-surfacing, chip seal, cold in-place recycling (CIPR), crack seal, patching, rejuvenator, surface seal, rehabilitation and full depth reclamation. Maintenance activities can be removed from the decision trees without changing the setup. Other changes to the standard setup may require an additional fee.
- I. AgileAssets, Inc.'s Pavement Analyst (Municipal Edition) will be used to perform the Optimization Analysis using KEI's standard municipal Software setup within the Municipal Group System. For this proposal, the City will have access to use the Software through an annual Subscription. The Annual Subscription Fee will be \$6,000.00 for Year One with a 3.0% annual increase. The Fee for the first year is included in KEI's Fee for Task 2 of this proposal. Invoicing for subsequent years will be issued on the anniversary date of the signing of this contract agreement.
- J. Pavement performance models will not be specifically developed for the pavements within the City of Dunedin. The development of performance models is a very expensive endeavor and requires vast amounts of quality pavement condition data and construction history records. The software system will utilize performance models developed by KEI based upon local knowledge.

III. TIME FOR COMPLETION

- A. KEI expects to complete the project within 3 months of receipt of an executed Proposal/Contract and information required by the City in Section IIF.

IV. FEES AND METHOD OF PAYMENT

- A. The Professional Services provided on this project as specified in Sections I.A. I.B. I.C and I.D. above will be performed on a fixed fee basis; Section I.E. is proposed as time and material not to exceed 20 hours. The Fee for providing the Profession Services as set forth herein shall be Seventy Seven Thousand, One Hundred Thirty Dollars and Zero Cents (**\$77,130.00**). Said Fee is based upon acceptance of this Proposal/Contract within the next 90 days. KEI reserves the right after 90 days to adjust the cost of these services in accordance with increases in company rates. KEI will provide man hour fees spreadsheet including standard professional rates as an exhibit with the contract agreement (standard provisions). The Fee breakdown is as follows:

RE: Pavement Management System, Parking Lot Pavement Assessments,
Specification Review and Recommendations, and On-Call Technical Support
KEI Proposal No. 16-0203P-B
May 3, 2016

Professional Services	Amount
Task 1 – Pavement Condition Survey	\$32,610.00
Task 2 – Pavement Management System Implementation	\$27,150.00
Task 3 – Parking Lot Pavement Assessments	\$9,080.00
Task 4 – On-Site End-User Software Training	\$4,990.00
Task 5 – On-Call Technical Support	T&M – NTE \$3,300.00
Total Cost	\$77,130.00

- B. Method of Payment - Invoices shall be submitted on a monthly basis. Invoices shall be based upon an estimate of the percentage of work completed, and will be compensated for that portion of the task, less any prior payments made by the City. Payment is required within 30 days of the invoice date, after which a 1.5% per month service charge may be added. Failure to receive payment within the required 30 day period shall result in the ceasing of all services with regard to this Contract until said balance with interest is paid in full.
- C. Fees for providing any additional services over and above those set forth in Item I and II of this proposal shall be negotiated between the City and KEI, and agreed upon in writing as a task order amendment prior to commencement of said work.

We look forward to working with you as we continue on this very worthwhile endeavor. Should you have any questions or require additional information, please contact me at your earliest convenience. I may be reached at (813) 767-5090 and my email address is kholtan@kercherei.com. Should the City of Dunedin find this Proposal/Contract acceptable, please have a legally authorized representative of the City sign two copies and return one copy for KEI's files.

Sincerely,

KERCHER ENGINEERING, INC.



Ken Holton, P.E.
Project Manager

NEW BUSINESS 1. RFQ 16-1060 CONSULTANT SERVICES FOR THE IMPLEMENTATION OF A PAVEMENT MANAGEMENT SYSTEM

Public Works & Utilities Section Engineer Marcello Tavernari provided a brief introduction to pavement management and explained regarding construction methods and timing of projects and how it is determined including the following information: The goal of a Pavement Management System is to have a pavement plan for all city roadways. The system is a holistic approach to planning city roadways and is a business process that drives design, policies, specifications, procedures and standards. With software involved in the system there are analysis, reports and maps and a network level allowing for collection of data, evaluation and prioritization. Software is critical too, due to the 1 07 miles of roadways in the City and the many variables involved in each of the roads. Having all the information allows a consultant to evaluate and provide a score and then to run different algorithms to determine the scope of the work and how the funding is applied. All of the information gathered is then brought to the decision makers to determine the quality and how much to spend on the roads. The plan is to come back to the City Commission in October with all the information including projections of what different funding and PCI's look like. Delays in roadway repairs even though deemed failing can happen for various reasons. Mr. Tavernari advised regarding the bid process to perform a pavement assessment survey and related services. Staff recommends award of the contract to Kercher Engineering, Inc. Vice-Mayor Livingston verified with Mr. Tavernari the ongoing costs to maintain the software of approximately \$5,000 a year for the pavement

management module and that currently the County uses the software proposed. In response to Commissioner Kynes' query, Mr. Tavernari explained the city has asphalt and brick roads that will be evaluated; there are some dirt roads that will be low priority. Commissioner Kynes commented regarding the longevity of the brick streets and the comparison of the work done on them to other streets; she does not want them to go away from being under that spectrum of roads. Mr. Tavernari explained the evaluation of the roads will help in determining real costs to save some of the historical roads. MOTION: Motion was made by Commissioner Gracy and seconded by Commissioner Kynes to award a contract to Kercher Engineering, Inc. of 16-268 Regular Meeting Minutes May 19, 2016 Dunedin City Commission Riverview, FL in the amount of \$77,130 to perform a pavement assessment survey and other related services. Commissioner Gracy stated she was initially against this recommendation; however, there is a lot of science and technology associated which will assist in controlling costs moving forward and the residents could look at a schedule to see when their road is scheduled. Commissioner Tornga commented it is a tremendous advantage to the City. Vice-Mayor Livingston commented on this being a critical planning tool and he likes being able to plug in different modals and forecast. He noted a commitment to technology drives efficiency and lower costs; therefore, he was in support. Mayor Bujalski commented she was excited about the plan and the software noting her concern over the years for the city's streets to be better. The software approach is so much more sophisticated than how the streets work is being planned currently. VOTE: Motion carried unanimously.

EXHIBIT 'B'

SCOPE OF SERVICES

Professional Services – Pavement Condition Survey, Pavement Management System, Parking Lot Assessments, and On-call Technical Support

I. BASIC SERVICES

Task 1. Pavement Condition Survey

Task 2. Pavement Management System (PMS) Implementation

Task 3. Parking Lot Pavement Assessments

Task 4. On-Site End-User Software Training

Task 5. On-Call Technical Support

The above Basic Services shall be understood to include the following:

Task 1. Pavement Condition Survey

The City of Plantation owns or maintains approximately 213 centerline miles of paved roadways. Kercher Engineering, Inc. (KEI) will perform a Pavement Condition Survey (PCS) which is linked to the City's GIS centerline database of approximately 201 centerline miles of the City's total roadway inventory. This will involve riding each segment and observing and quantifying the severity and extent of each pavement distress. The Long-Term Pavement Performance Program (LTPP) pavement condition survey method recommended by the Federal Highway Administration will be used to collect the following distresses for asphalt pavements: fatigue cracking, transverse cracking, block cracking, patch deterioration/potholes, surface defects, and rutting/ roughness. This data will be recorded on the street centerline segment data provided by the City.

Task 2. Pavement Management System (PMS) Implementation

2.1. Optimization Analysis and Reporting

KEI will perform an analysis of the pavement condition data to determine the type and cost of repair for each pavement segment, as well as, budget optimization. Analysis and reporting will be

performed using AgileAssets' web-based pavement management software, *Pavement Analyst (Municipal Edition)* (Software). The Software utilizes integer optimization which considers all possible projects within the roadway network based on any number of constraints. It is the only software currently available to local agencies that can perform multi-constraint integer optimization analysis. This allows the user to easily determine the greatest amount of benefit for any fixed budget or conversely determine the lowest level of funding needed over time to meet user-specified performance goals. This leads to the most cost-effective project selection for any given budget scenario the City requires. This ensures that the least amount of money is being spent to provide the highest possible level of service.

For the Analysis and Reporting services, KEI will provide the following:

- Importation of the Street Inventory File provided by the City.
- Importation of pavement condition survey data into the Software.
- Multi-Constraint Optimization Analysis for four different levels of funding over a 10-Year Period.
- Three copies of a report containing the analysis (provided at a deliverables meeting). This report will provide summary tables containing:
 - Street Inventory (digital copy only)
 - Recommended maintenance activities and associated estimated costs for the current year
 - Budget scenario graphs and charts. By utilizing the Software, KEI will generate four multi-year budget scenarios based on revenue to determine the funding necessary to meet desired pavement condition index (PCI) goals. Because the Software uses optimization, KEI will have the ability to reduce the City's maintenance backlog and increase the PCI in the most cost-effective manner. This Software proves to be of great benefit for justifying the pavement management plan funding to Council. The budget scenario graphs and charts from the Software analysis provided over a 10-Year Period will include:
 - Change in Pavement Condition (PCI)
 - Change in Backlog – By Maintenance Cost (Sorted by Condition State)
 - Change in Backlog – By Mileage (Sorted by Condition State)

Notes:

1. Backlog by Cost graphs show the amount of unfunded pavement repair needs. It is a method to “monetize” the amount of pavement deterioration that is occurring over time throughout the pavement network.
2. Backlog by Mileage graphs show the miles of pavements that are in the different condition states.

- Once the City determines the appropriate annual level of funding, KEI will generate the optimized work plan for the selected funding level. This work plan will become the basis for determining which projects will be constructed each year.

2.2. Deliverables Meeting

KEI will present the findings of the PCS, Optimization Analysis, and Reporting in a Draft document delivered to the City for review and comment. Any comments will be addressed in a revised Draft document to be provided to the City for review and discussion in a Deliverables Meeting to be held in the City Engineer's office. Any changes to the document required as a result of the Deliverables Meeting will be provided to the City electronically for discussion via a video conference session. After which, any final changes will be made and a Final document deliverable will be provided to the City in signed and sealed original form.

Task 3. Parking Lot Pavement Assessments

KEI will perform a parking lot pavement assessment for thirty-seven (37) City asphalt parking lots. The work for the City Parking Lot Pavement Assessments will involve walking each parking lot and visually quantifying necessary pavement repairs. KEI will provide a spreadsheet that quantifies: approximate area of full-depth patching, maintenance and rehabilitation recommendations, and associated repair costs.

Task 4. On-Site End-User Software Training

KEI will conduct training of the Agile Assets system to include Database Modifications, Network Analysis, and Reporting. The training will be located at a City facility, for up to six staff members. The training is anticipated to be a two-day system overview/technical training class. KEI will develop basic presentation materials and tutorials to support the training. This class will cover an overview of the entire system and then focus on the individual tasks that users will be required to master. Exercises will be given so the users can practice various tasks focusing on navigation of the system, reviewing and editing basic data, as well as, running analyses and generating reports.

Task 5. On-Call Technical Support

KEI will provide on-call technical support to the City as needed. This is to include, but is not limited to: online webinars to review the basic workings of the Agile Assets Software and perform

additional budget scenarios which can include graphs and charts from the Software analysis similar to that in Task 2 - Optimization Analysis and Reporting. For this Task, KEI has allocated 40 hours.

II. CONDITIONS OF BASIC SERVICES

- A. Pavement management is not intended to be an engineering program that provides “final design, all-inclusive scope-of-work” recommendations for every street nor the preparation of contracts and specifications. When considering that only a small percentage of streets are repaired each year, such a detailed study would be a very costly and time-consuming activity. This amount of detailed information is simply not needed at the “network-level” planning stage. Therefore, a detailed project-level analysis is not included in this Scope of Work.
- B. KEI will use typical costs as documented by the City to provide approximate repair costs. Actual construction costs can vary greatly depending upon many factors such as the size and scope of work including composition of types of repairs (patching, crack sealing, rotomilling, utility adjustments, etc.), number of bidders, time of year, cost of raw materials, etc. Additionally, as stated in Item IIA, a detailed project-level investigation is not warranted at this time. Once a project-level investigation including field measures is performed, a more accurate scope-of-work can be developed which will help to improve the accuracy of the estimated costs. If such work is desired, the City may request the Consultant to submit a proposal for additional services.
- C. A visual windshield survey with up-close inspection of the pavement surface, when needed, will be used to determine the severity and extent levels of existing pavement distresses at the surface only. As stated in Item IIA, this is a “network-level” planning exercise. Therefore, no destructive or non-destructive material testing procedures are included in this Scope of Work. If such work is desired, the City may request the Consultant to submit a proposal for additional services.
- D. If additional work is required that is not included in this proposal, it will be charged on a Time and Materials basis, based on KEI hourly rates listed in EXHIBIT ‘E’ of the Agreement.
- E. KEI will supply a two-man rating crew and vehicle for the field data collection. KEI has determined that a greater level of accuracy can be achieved with the ratings when a two-person KEI rating crew is used.
- F. The City of Plantation will supply KEI with a current GIS centerline database (including street centerline, parcel data, City limits, and street ownership [i.e. City, County or State]) for the GIS-linked survey. Road classifications, if available, will be used for prioritization/optimization. The Street Inventory File shall be import-ready, containing the proper street segmentation and all associated required data to be imported. If

modifications are needed to the GIS centerline database in order for KEI to perform the tasks in this Scope of Work, KEI will notify the City of the required changes. If the City determines it cannot perform the required changes, the City may request the Consultant to submit a proposal for additional services.

- G. The City of Plantation maintains approximately 213 miles of streets within its corporate limits. This Proposal only includes streets maintained by the City of Plantation and does not include any evaluation of FDOT, Broward County or privately maintained streets within the City limits. If the mileage of streets to be evaluated exceeds 213 miles, KEI will notify the City. The City may request the Consultant to submit a proposal for additional services or determine to omit roadway segments to reduce the mileage to 213 miles at its discretion.
- H. A standard municipal Software setup will be used for this project. The standard setup includes standard decision trees and maintenance activities that are common to most municipalities. KEI's standard decision trees reflect our recommendations for triggering appropriate maintenance activities at each level of pavement deterioration. However, KEI will perform a 2-day field calibration exercise with the City to discuss treatment thresholds. Based on this discussion, KEI will adjust threshold values (treatment triggers), if necessary. The maintenance activities in the standard setup include crack sealing, patching, rejuvenator, surface seal, rehabilitation (hot mix overlays/mill and overlays and hot in-place recycling) and reconstruction (full depth reclamation). Maintenance activities that are not desired can be eliminated from any analysis but simply not allowing funds to be allocated to those non-desired activities. Other changes to the standard setup may require an additional fee.
- I. Agile Assets, Inc.'s Pavement Analyst (Municipal Edition) will be used to perform the Optimization Analysis using KEI's standard municipal Software setup within the Municipal Group System. For this proposal, the City will have access for up to four (4) users to use the Software through an annual Subscription. The Annual Subscription Fee will be \$9,000.00 for Year One with a 3.0% annual increase. The Fee for the first year is included in KEI's Fee for Task 2 of this proposal. Invoicing for subsequent years will be billed directly by Agile Assets, Inc. to the City of Plantation and issued on the anniversary date of the City's final acceptance of all deliverables in the Agreement.
- J. Pavement performance models will not be specifically developed for the pavements within the City of Plantation. The software system will utilize performance models developed by KEI based upon local knowledge.

EXHIBIT 'C'

INSURANCE REQUIREMENTS

Professional Services – Pavement Condition Survey, Pavement Management System, Parking Lot Assessments, and On-call Technical Support

The insurance requirements must be continually maintained by the Consultant throughout the Consultant's performance of the work. All limits of insurance shall be underwritten by an insurer acceptable to the City of Plantation's Risk Manager.

The Consultant shall not commence performance of duties under this Agreement until the consultant has obtained all insurance coverages required under this paragraph and all certificates of insurance have been approved by the Risk manager of the City, nor shall the consultant allow any Sub-consultant to commence performance of duties under any contract with the city of Plantation until all similar such insurance coverages and certificates of insurance required of the Sub-consultant have been obtained and approved.

Required insurance coverages to be maintained by the Consultant are as follows:

Comprehensive General Liability

Throughout the period covered by this Agreement, the consultant shall carry comprehensive general liability insurance to cover liability, bodily injury and property damage. Coverages must be written on an occurrence basis, with the following limits of liability unless otherwise specified or determined applicable: Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability

<u>BODILY INJURY:</u>		<u>PROPERTY DAMAGE:</u>	
Each Occurrence	\$500,000,	\$500,000	

Automobile Liability

Auto Liability	
Any Auto including Hired & Non-owned	\$500,000 Combined Single Limit

Worker's Compensation

Throughout the period covered by the Agreement, the Consultant shall maintain Worker's Compensation insurance, as required by Florida law, during the life of this agreement to comply with Florida Statutory limits for all employees, and in the case any work is sublet, the Consultant shall require the Sub-consultant to provide Worker's Compensation insurance for the sub-consultant's employees.

Worker's Compensation	In Accordance with Florida Statutes 440
Employer's Liability	\$500,000 Each Accident
Disease Policy Limit	\$500,000

The Consultant/Sub-consultant agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

Other Insurance Provisions

- A. The City of Plantation must be named as an additional insured. Thirty (30) days written notice must be provided to the City of Plantation via certified mail in the event of non-renewal or cancellation.
- B. The insurance requirements of the Consultant for the Project must be continually maintained throughout the Consultant's performance of the Work.
- C. The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the City is named as an additional insured shall not apply to the City.

- D. The Consultant shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.
- E. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the City with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above-described insurance.

The City reserves the right to require or adjust any of the insurance coverages it deems necessary depending upon the company, the project or the potential exposures.

EXHIBIT 'D'

FEE TABLE

Professional Services – Pavement Condition Survey, Pavement Management System, Parking Lot Assessments, and On-call Technical Support

Professional Services	Amount
Task 1 – Pavement Condition Survey	\$65,420.00
Task 2 – Pavement Management System (PMS) Implementation	\$39,520.00
Task 3 – Parking Lot Pavement Assessments	\$26,960.00
Task 4 – On-Site End-User Software Training	\$7,210.00
Task 5 – On-Call Technical Support	Time &Material – Not to exceed \$6,320.00
Total Cost	\$145,430.00

EXHIBIT 'E'

CONSULTANT HOURLY RATES

Professional Services – Pavement Condition Survey, Pavement Management System, Parking
Lot Assessments, and On-call Technical Support

Calendar Year 2017 rates

<u>Title</u>	<u>Billing Rate</u>
Principal	\$225.00/hour
Directors	\$215.00/hour
Technical Lead	\$185.00/hour
Project Manager	\$165.00/hour
Project/Construction Engineers	\$145.00/hour
Engineers	\$135.00/hour
Technicians/Field Representatives	\$115.00/hour
Clerical	\$50.00/hour



**CITY OF PLANTATION
ENGINEERING DEPARTMENT
INTEROFFICE MEMORANDUM NO. 2017-005**

DATE: January 26, 2017
TO: Charles Spencer, Procurement Administrator
FROM: Brett Butler, City Engineer
SUBJECT: Pavement Maintenance Program Contract Award Recommendation
COPY: Ed Consaul, Public Works Director
Horace McHugh, CAO

The City owns and maintains over 213 centerline miles of local paved roadways, together with 37 paved City facilities parking lots. Inspecting, documenting, and tracking the condition of City roadways and parking lots has for years been an arduous task. The Public Works Department desires to implement a software-based pavement maintenance program for staff to more efficiently and effectively track asphalt pavement conditions. By doing so, staff will be better equipped to plan for pavement rejuvenation or resurfacing to maximize the service life of the City's roadways and parking lots. Future rejuvenation or resurfacing projects can be prioritized and presented to Administration and City Council with more detailed supporting information for budgeting purposes.

Staff researched a recent Request for Qualifications (RFQ) procurement for professional services and software implementation through the City of Dunedin, Florida entitled 'Consultant Services for the Implementation of a Pavement Management System'. The scope of work proposed in the RFQ ideally addresses the proposed goals for the Public Works Department. Further examination of the Dunedin procurement revealed only three (3) firms submitted proposals to provide the proposed scope of services. Follow-up communication with Dunedin staff assisted Plantation staff to determine that should the City solicit an RFQ for the same scope of work, the City very likely would receive proposals from only these same three (3) firms.

After careful consideration of all procurement and contract award documents provided by the City of Dunedin, Plantation staff concluded the Dunedin procurement process is consistent with the City's procurement requirements. After consultation with the City Attorney's office, staff finds it would be in the City's overriding interest to exercise Sections 2-226(g)(5) and 2-226(g)(14) of the City Code to waive competitive bidding and award a Contract for 'Consultant Services for the Implementation of a Pavement Management System' to the firm selected by City of Dunedin, Kercher Engineering, Inc. with a servicing office located in Tampa, Florida.

Attached please find a Professional Services Agreement between the City of Plantation and Kercher Engineering, Inc. with a negotiated fee in the amount of \$145,430.00. The Agreement incorporates several exhibits. Please note Exhibit 'A' includes all City of Dunedin RFQ and contract award documents proposed to be utilized for waiving competitive bidding. Please be advised that the scope of work proposed for this contract award excludes those areas of the City pre-determined for roadway resurfacing and included in the pending 2017 bond issue. The consultant has been instructed to account for these areas as resurfaced for data input into the software system. Staff requests your approval and processing of a City Council contract award agenda item for the February 8, 2017 City Council meeting. Should you have any questions or require additional information, please do not hesitate to contact me.



City of Plantation
City Council Chambers

Subject:

Request for authorization to execute an agreement between the City of Plantation and Service Planning Corporation (SPC) based on the successful negotiations relating to RFQ No. 042-16; "Insurance Brokerage Services".

Item Description:

The Human Resources Department periodically review and institute changes in health, vision and dental insurance providers, and vendors associated with our benefits administration with the assistance of an insurance broker.

On December 14, 2016 a memo was submitted to the City Council requesting the approval of Insurance Brokerage Service RFQ No. 042-16 Selection Committee's rankings. This action was approved on the City of Plantation Council agenda "sealed competitive solicitation" item No. 24.

Negotiations was conducted with the top ranked firm (Service Planning Corporation) on January 11, 2017 in the City Hall downstairs conference room.

Attached with this memo you will find the agreement signed by Service Planning Corporation, including contract terms, pricing and scope of services agreed to by Services Planning Corporation and the City of Plantation.

It is the opinion of the negotiation team that negotiations with Service Planning Corporation were successful.

Funding:

- \$18,800.00 refunded from Willis (20% of \$94,000) on performance guarantees
- \$7,833.00 refunded by Willis for contract cancellation beginning of December.
- \$30,867 from Medical Benefit Savings from FY 2016.
- Funding Account No.: 001-5300-510-2311

Amount:

Consultants Annual Professional Fee: February 9, 2017 to March 31, 2020 shall be **\$151,500.00.**

The initial contract period shall be for three (3) years and two (2) months, commencing on February 1, 2017 and ending March 31, 2020. In addition, the City reserves the right to renew the contract for two (2) additional, three (3) year periods, unless either party provides the other with a written notice of non-renewal at least sixty (60) calendar days prior to the initial term or any renewal term. Renewal is contingent upon Budget approval.

Finance Director/Budget Manager Recommendation:

Amount budgeted in FY 2017 for Insurance brokerage fees is \$94,000.

The overage of \$57,500 will be covered by monies received from Willis for non performance and contract early termination fees (18,800 + 7,333) \$26,633 and \$30,867 from medical benefit savings in the FY 2016 budget.

Prepared By:

Charles Spencer

ATTACHMENTS:

Description

Agreement

Upload Date

1/31/2017

Type

Backup Material

Insurance Brokerage Services Agreement
By and Between
City of Plantation
and
Service Planning Corporation
for
RFQ No. 042-16 Insurance Brokerage Services

This Agreement entered into this ____ day of _____, 2017 by and between the City of Plantation (herein, the "City"), a Florida Municipal Corporation, and Service Planning Corporation (SPC) (herein, the "Consultant"), as follows:

Whereas, pursuant to Section 2-226(g)(8) of the City of Plantation procurement ordinance, the City sought the services of Consultant, to provide Insurance Brokerage Services – Planning, Financial Analysis, Actuarial Services, Renewal, Marketing, Annual Enrollment, Compliance, Account Management Services, Human Resources, Compliance Resources, Stewardship Report, Disclosure and Recordkeeping.

Whereas, the City and Consultant have negotiated a Scope of Services and Fee for the Consultant to perform Insurance Brokerage Services – Planning, Financial Analysis, Actuarial Services, Renewal, Marketing, Annual Enrollment, Compliance, Account Management Services, Human Resources, Compliance Resources, Stewardship Report, Disclosure and Recordkeeping.

Whereas, the Consultant will timely complete the services outlined in the Scope of Services section of this Agreement within the defined costs of this Agreement.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I. General Provisions

The above recitations are true and correct and made a part hereof. Request for Qualifications (RFQ) No. 042-16 City of Plantation Insurance Brokerage Services front end solicitation documents, and Service Planning Corporation qualification package submittal are incorporated herein and made a part hereof. Any conflicts between the terms set forth in this Agreement and the front end documents shall be controlled by the terms of this Agreement. The front end solicitation documents, and Services Planning Corporation qualification package submittal are attached hereto as Exhibit "A".

II. Scope of Services

The Consultant shall provide the services as provided for in Exhibit "B", Scope of Services, which is incorporated herein and made a part hereof. Anything not specifically mentioned in the scope of services is not included (i.e., COBRA administration, ACA reporting fees and taxes).

III. Contract Term

The initial contract period shall be for three (3) years and two (2) months, commencing on February 9, 2017 and ending March 31, 2020 (Initial Term). In addition, the City reserves the right to renew the contract for two (2) additional, three (3) year periods (Renewal Term), unless either party provides the other with a written notice of non-renewal at least sixty (60) calendar days prior to the initial term or any renewal term. Renewal and Consultant's Annual Fee for each Renewal Term shall be negotiated at least ninety (90) calendar days prior to the effective date and shall be contingent upon Budget approval.



IV. Consultant's Compensation

1. Payment

Consultant shall submit quarterly invoices. The City shall pay the Consultant at the rate indicated in the Compensation section of this agreement, within thirty (30) days of the City's receipt of invoice, pending verification. City will inform Consultant of any discrepancies in the invoices or any performance issues that will be cause for fee adjustment.

2. Compensation

As provided for in Exhibit "D", Consultants Annual Professional Fee: February 1, 2017 to March 31, 2020 shall be \$151,500.00 for Initial Term.

- City agrees to pay Consultant the Fee (as listed above), in advance quarterly installments (any partial calendar quarter shall be prorated).
- The Fee does not include any applicable taxes or governmental charges.
- The Fee was calculated based on 815 estimated health plan subscribers and is subject to change should City's plan enrollment change by more than a net 10% for at least six (6) consecutive calendar months. Should this occur notice must be provided and the revised fee will be calculated using a pro rata formula to be effective as of the next quarterly payment due.
- The Fee does not include expenses outside of the normal scope, such as printing of employee communication materials and out of area travel (more than 100 miles from City's principal place of business). Any additional fee must be disclosed by Consultant and approved by City in advance.
- Consultant agrees to pay 50% of City's 112 filing actuarial services fee.
- Consultant agrees to apply a 100% fee credit for commissions or fees received related to group insurance policies issued to City.
- Additional programs and services may be provided for an additional fee to be disclosed in writing and shall be undertaken upon mutual agreement between City and Consultant.

3. Reimbursements

The Consultants Annual Professional Fee does not include expenses outside of the normal scope, such as printing of employee communication materials and out of area travel (more than 100 miles from City's principal place of business). Any additional fee must be disclosed by Consultant and approved by City in advance. The Consultant will be entitled to reimbursement of payments expended for these additional expenses that received prior approval from the City. Consultant shall not be obligated to advance any costs, expenses, or other fees on City's account, provided, however, should Consultant advance any funds, with permission from the City, it shall be entitled to reimbursement within 30 days of presentation of evidence of the advanced funds.

4. Agreement Price

Consultant shall not be entitled to an increase in the Agreement Price or payment or compensation of any kind from City for direct, indirect, consequential, impact of other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Consultant for hindrances or delays due solely to fraud, bad faith, or active malicious interference on the part of the City. Otherwise, Consultant shall be entitled only to extensions of the Agreement time as the sole and exclusive remedy for delay.

V. Agreement General Terms

This Agreement shall constitute the entire agreement by and between the City and the Consultant, and no inducements, considerations and promises or other references shall be implied or impressed upon this Agreement that are not expressly addressed herein.

1. City as Intended Beneficiary

The City of Plantation has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute agreements, and all of which are served by the City personnel for the purpose of Administration. Where the agreement is with the City of Plantation with one or more of the Districts being an intended beneficiary of the contract, then such District(s) shall be an intended 3rd Party Beneficiary and shall be able to enforce the terms hereof.

2. Property of City

All documents including correspondence, plans, memoranda, drawings and specifications prepared or furnished by Consultant (and Consultant's independent professional associates and consultants) pursuant to this Agreement shall become owned by and be the property of the City and the City shall hereby obtain ownership of such documents by any statutory or common law means and all other reserved rights thereto, including copyright; however, such documents are not intended or represented to be suitable for reuse by the City on extensions of the professional services or on any other project. Any such reuse, modification or adaptation of such documents without written verification or adoption by Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or consultants. If required by the City, any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by the City and Consultant.

VI. City Responsibilities

1. City Information

The City shall be responsible to provide the Consultant with information in City's present possession that is reasonably necessary for the professional services, such as correspondence documents, contracts, employee census/eligibility changes, and other pertinent information. The Consultant shall be entitled to rely upon such City information as sufficiently complete and accurate for planning and developing an understanding of the issues involved in the Scope of Work.

2. Fiscal Year Expenditure Limits

The City, during any fiscal year, shall not expend money, incur any liability, or enter into any Agreement which, by its terms, involves, the expenditure of money in excess of the amounts budgeted as amended which are available for expenditure during such fiscal year. Any Agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such Agreement. Nothing herein contained shall prevent the making of Agreement for periods exceeding ONE (1) year, but any Agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

VII. Consultant Responsibilities

1. No Transfer of Agreement

Consultant shall not assign or transfer the Agreement or its rights, title or interests therein without City's prior written approval. The obligations undertaken by Consultant pursuant to the Agreement shall not be delegated or assigned to any other person or firm unless City shall first consent in writing to the assignment. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances, and desires. In the event the City is not for any reason or for no reason at all, satisfied with such substitute, Consultant shall be considered in breach of this Contract. Violation of the terms of this Paragraph shall constitute a breach of Agreement by Consultant and the City may, at its discretion, cancel the Contract and all rights, title and interest of Consultant shall thereupon cease and terminate.

2. Insurance

During the term of the Agreement, Contractor shall be at all times responsible for maintaining Insurance requirements as set forth in Exhibit "C" (which is incorporated herein and made a part hereof). The Consultant shall



provide the Insurance certificates that meet or exceed the City requirements, listing the City of Plantation as an additional insured.

3. Independent Consultant

The Consultants and its employees, volunteers and agents shall be and remain independent consultants and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties hereto.

4. Ethics Disclosure

The Consultant warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the Consultants, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Consultant. Material interest means direct or indirect ownership of more than FIVE PERCENT (5%) of the total assets or capital stock of the Consultant.

5. Project Work Initiation

The Consultant shall not begin the services as outlined in Exhibit "B" Scope of Services without the prior written approval of the City.

6. Subconsultant Payments

The Consultant shall be responsible for payments to any Subconsultants that it hires for its benefit including any professional fees and additional costs. The City shall not be responsible for any payments to Sub-consultants. The City shall not be billed directly or indirectly for any professional fees or additional costs of the Sub-consultants for the professional services. City shall enter into separate contracts with providers of services not included in the scope of services herein.

VIII. Termination

1. For Cause

If for any reason, either party fails to fulfill its obligations under this Agreement in a proper to timely manner as agreed to, this Agreement may be terminated by the other party upon THIRTY (30) Business Days' notice, after the defaulting party fails to cure any defects in performance within Fifteen (15) business days of receipt of written notice. In case of the Consultant's termination for cause, the Consultant shall be paid for services provided to such termination date, less any setoffs or adjustments arising out of the Consultants' breach.

2. For Convenience

Upon THIRTY (30) Calendar Days written notice to the Consultant, City may, without cause and without prejudice to any other right or remedy, terminate this Agreement for City's convenience. Where the Agreement is terminated for the convenience of City, the notice of termination to the Consultant must state that the Agreement is being terminated for the convenience of City under this termination clause, the effective date of the termination, and the extent of termination. The Consultant shall be paid for the professional services up to and including the effective date of the termination. This shall mean payment for all completed tasks and payment for uncompleted tasks based upon a percentage of completion of such uncompleted tasks. The Consultant shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

3. Mutual Termination

This Agreement may also be terminated by mutual agreement at any time and under any terms.



IX. Legal Terms and Conditions

1. Compliance with Laws/Codes/Rules, Etc.

The Consultant shall comply with all existing and future applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project and shall give all applicable notices pertaining to same. Consultant represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. Consultant acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a contractor, supplier, subcontractor or consultant under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of **THIRTY-SIX (36)** months from the date of being placed on the convicted vendor list.

The Consultant shall not be reimbursed for any additional costs which the Consultant incurs as a result of laws enacted after the effective date of this Agreement, nor be entitled to an extension of the Scheduled Date of Final Completion as a result of laws, except as set forth in this Article IX, Paragraph 1. The Consultant shall be reimbursed, in addition to the Total Compensation, for additional costs incurred by the Consultant in the performance of the Agreement resulting from the following:

- a. City ordinances passed by the City Council after the effective date of this Agreement.
- b. Any unforeseen new state or federal laws, regulations or rules enacted after the effective date of the Agreement, which require a significant change in the professional services. The Consultant shall not be reimbursed for any other costs resulting from any other new state or federal laws, regulations or rules enacted after the effective date of the Agreement, including but not limited to laws relating to techniques, procedures, research, analysis and materials.

In order to obtain reimbursement from the City under this Article IX, Paragraph 1, the Consultant shall submit a claim to the City with documentation that the City may reasonably require for the City's review and approval. A claim may also include a request for an equitable adjustment of the Completion Time. Upon approval by the City, the claim shall become a Change Order or a formal written amendment to the Agreement. If not approved, the claim will be placed on the Disputed Work List.

2. Applicable Laws Governing Project

The laws of the State of Florida shall govern the validity, construction and effect of this Agreement.

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

All claims, counterclaims, disputes and other matters in question between City and Consultant arising out of, relating to, or pertaining to this Agreement, or the breach thereof, or the services thereof, or the standard of performance therein required, shall be determined by litigation in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, or the Federal City Court of the Southern City of Florida and appropriate appellate courts for such venue and jurisdiction.

To any extent that the Consultant may be acting as an "agent" or Consultant on behalf of the City, the City expects the Consultant to fully comply with all Federal, State, and Local laws applicable to and specifically those covering Equal Opportunity Employment, American Disabilities Act (ADA), 42 U.S.C. 12101, et seq. and South Florida Building Code. We reserve the right to verify your compliance with the various laws. Failure to comply with any laws will be grounds for termination of the Contract.

3. No Waiver of Legal Rights

No approval required to be given by the City under the Agreement shall operate to relieve the Consultant from any of its responsibilities under the Agreement or to be deemed as an approval by the City of any deviation contained in the items or documents subject to such approval from, or of their failure to comply with any provision or



requirement of the Agreement, unless the failure or deviation has been specifically approved by a Change Order or formal written amendment to the Agreement.

Unless the City has specifically approved in writing a deviation from the Agreement documents in an Agreement modification, as provided above, the City shall not be precluded or estopped by any approval, review, measurement, estimate or certificate made either before or after the completion and acceptance of the professional services and payment for it, from showing the true amount and character of the professional services performed and goods and materials furnished by the Consultant or from showing that any measurement, estimate or certificate is untrue or incorrectly made, or that the professional services or goods and materials do not conform in fact to the Agreement. Unless the City has specifically approved in writing a deviation from the Agreement documents in an Agreement modification, as provided above, the City shall not be precluded or estopped, notwithstanding any approval, review, measurement, estimate or certificate and payment in accordance with it, from recovering from the Consultant and its sureties damages it may sustain by reason of its failure to comply with the terms of the Agreement. Except as provided, neither the acceptance of the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the professional services, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the Agreement, or of any power reserved or any right to damages provided to the City. A waiver of any breach of the Agreement shall not be held to be a waiver of any other breach whether prior to or subsequent to it. The City's delay in declaring that a breach has occurred or otherwise asserting its rights under this Agreement shall not constitute a waiver of the breach or limit any of the City's rights under this Agreement.

4. Amendments

No supplement, modification of, or amendment of this Agreement shall be binding unless executed in writing by both parties.

X. Notice

1. All Notices sent to Consultant shall be sent in writing and by first-class mail to:

Rick Magill
Service Planning Corporation
4901 NW 17 Way Ste 403
Fort Lauderdale, FL 33309

2. All Notices sent to the City shall be sent in writing and by first-class mail to:

Mayor Diane Veltri Bendekovic
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:

Horace McHugh,
Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317



IN WITNESS WHEREOF, CITY OF PLANTATION AND SERVICE PLANNING CORPORATION, have signed this AGREEMENT in duplicate. One counterpart each has been delivered to the City and Contractor.

Signed, sealed and delivered in the presence of:

Attest: _____
Susan Slattery, City Clerk

CITY OF PLANTATION

Witness: _____

By: _____
Diane Veltri Bendekovic, Mayor

Typed Name of Witness

Witness: _____

Typed Name of Witness

As to Procurement: _____
Charles Spencer, Jr., Procurement Administrator

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments appeared Diane Veltri Bendekovic and Susan Slattery, as the Mayor and City Clerk respectively, who are personally known to me to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same on behalf of the City of Plantation, Florida, and who did not take an oath.

WITNESS my hand and official seal this _____ day of _____, 2017.

My commission expires: _____ Printed Name of Notary
My commission number is: _____
(Notary seal)

WITNESS my hand and official seal this _____ day of _____, 2017.

Service Planning Corporation
Company Name

By: _____ President
Officer/Authorized Signator

Witness: _____
Renee Schindler
Typed name of Witness

Witness: _____
Allen Altshuler
Typed name of Witness

STATE OF FLORIDA
COUNTY OF BROWARD

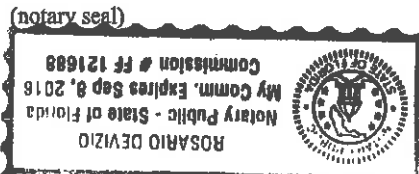
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments appeared Richard Hagit as President, who is personally known to me to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same on behalf of the Service Planning, and who did not take an oath.

WITNESS my hand and official seal this 31 day of January, 2017.

NOTARY PUBLIC STATE OF Florida

My commission expires:
My commission number is:

Printed Name



Consultant Agreement



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Contract (Agreement) is entered into by and between City of Plantation and Service Planning Corporation, effective as of February 1, 2017.

WHEREAS, Covered Entity is a group health plan as defined in the administrative simplification provisions within the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy and Security Rules).

WHEREAS, Business Associate is an insurance broker that provides consulting services to plan sponsors and group health plans on matters related to employee benefits.

WHEREAS, Business Associate has been retained by the Covered Entity and/or broker to perform a function or activity on behalf of the Covered Entity that requires that the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the HIPAA Privacy and Security Rules.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

A. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and 164.

B. USE AND DISCLOSURE OF PHI

Covered Entity hereby grants Business Associate permission to use, disclose, and request from third parties PHI on behalf of Covered Entity or an organized health care arrangement in which the Covered Entity is a member in order to:

1. Perform or assist in performing a function or activity regulated by the HIPAA Privacy or Security Rules, including, but not limited to, claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing, renewal or replacement of a contract, conducting planning-related analysis related to managing the employee benefit plans, and customer service.
2. Assist the Covered Entity's other business associates retained to provide legal advice, accounting, actuarial, consulting, data aggregation, management, administration, accreditation, or financial services to the Covered Entity or to an organized health care arrangement in which the Covered Entity participates.
3. Allow Business Associate to properly manage and administer the Business Associate's organization or to carry out the legal responsibilities of the Business Associate.
4. Perform functions, activities, or services for, or on behalf of, Covered Entity as specified above, except as otherwise limited by this Agreement or if such use or disclosure would violate the HIPAA Privacy or Security Rules if done by the Covered Entity.

Handwritten initials, possibly "RN", inside a circular scribble.

C. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

1. Use and Disclosure of PHI. Business Associate shall not use or further disclose PHI other than as permitted by this Agreement or as required by law. To the extent practicable, Business Associate shall limit its use or disclosure of PHI or requests for PHI to a limited data set, or if necessary, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request.
2. Safeguards. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. Business Associate agrees that it will implement appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the HIPAA Security Rule.

Business Associate acknowledges that the requirements of 45 C.F.R. Sections 164.308, 164.310 and 164.312 applicable to such administrative, physical and technical safeguards apply to Business Associate in the same manner that such sections apply to Covered Entity. Further, Business Associate shall implement, and maintain in written form, reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of the HIPAA Security Rule, in accordance with 45 C.F.R. Section 164.316, which applies to Business Associate in the same manner that such section applies to Covered Entity.

3. Unauthorized Disclosures of PHI. Business Associate shall, within ten (10) business days of becoming aware of a disclosure of PHI in violation of this Agreement by Business Associate, its officers, directors, employees, contractors, or agents or by a third party to which Business Associate disclosed PHI (including a subcontractor), report to Covered Entity any such disclosure. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of the unauthorized disclosure.

This section shall also apply to any breach of unsecured PHI, as defined by the applicable regulations. Notice of any such breach shall include the identification of any individual whose unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired or disclosed during such breach and any other information required by the applicable regulations.

4. Security Incidents. Business Associate shall promptly report to Covered Entity any Security Incident of which it becomes aware, in accordance with the HIPAA Security Rule.
5. Agreements with Third Parties. Business Associate agrees to ensure that any agents and subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate with respect to Business Associate's relationship with Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
6. Access to Information. Within ten (10) business days of a request by the Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set and in accordance with the requirements of 45 C.F.R. Section 164.524. In the event any individual requests access to PHI directly from the Business Associate, Business Associate shall respond to the request for PHI within ten (10) business days. Any denials of access to the PHI requested shall be the responsibility of the Business Associate.

7. Availability of PHI for Amendment. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR Section 164.526 at the request of the Covered Entity or an individual, and in the time and manner designated by Covered Entity.
8. Inspection of Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or at the request of the Covered Entity, to the Secretary of the U.S. Department of Health and Human Services or its designee (the "Secretary"), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.
9. Accounting of Disclosures. Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual made in accordance with 45 CFR Section 164.528. Business Associate shall provide an accounting of disclosures made during the six (6) years prior to the date on which the accounting is requested (or during the three (3) years prior to the date the accounting is requested for PHI maintained in an electronic health record, beginning on the applicable effective date pursuant to the American Recovery and Reinvestment Act of 2009). At a minimum, the accounting of disclosures shall include the following information:
 - a. Date of disclosure,
 - b. The name of the person or entity who received the PHI, and if known, the address of such entity or person,
 - c. A brief description of the PHI disclosed, and
 - d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall respond to the request within ten (10) business days. Any denials of a request for an accounting shall be the responsibility of the Business Associate. Business Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this section.

10. Remuneration in Exchange for PHI. Effective Sept. 23, 2013, the effective date of the final HIPAA regulations pursuant to the American Recovery and Reinvestment Act of 2009, and subject to the transition provision of 45 CFR Section 164.532 regarding prior data use agreements, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI without a valid authorization permitting such remuneration, except as permitted by law.

D. OBLIGATIONS OF COVERED ENTITY

1. Covered Entity shall comply with each applicable requirement of the HIPAA Privacy and Security Rules.
2. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice.
3. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522.



E. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity.

F. TERMINATION

1. **Term.** The term of this Agreement shall begin on the Effective Date and shall remain in effect until terminated under Section F(2) of this Agreement.
2. **Termination.** This Agreement shall be terminated only as follows:
 - a. **Termination for Cause by Covered Entity**
This Agreement may be terminated by the Covered Entity upon fifteen (15) business days written notice to the Business Associate in the event that the Business Associate breaches any provision contained in Paragraph C of this Agreement and such breach is not cured within such fifteen (15) day period.
 - b. **Termination for Cause by Business Associate**
This Agreement may be terminated by the Business Associate upon fifteen (15) business days written notice to the Covered Entity in the event that the Covered Entity breaches any provision contained in Paragraphs D or E of this Agreement and such breach is not cured within such fifteen (15) day period.
 - c. **Termination Due to Change in Law**
Either party may terminate this Agreement effective upon thirty (30) days advance written notice to the other party in the event that the terminating party has sought amendment of this Agreement pursuant to Paragraph G(1) and no amendment has been agreed upon.
 - d. **Termination Without Cause**
Either may terminate this Agreement effective upon ninety (90) days advance written notice to the other party given with or without any reason.

3. **Return or Destruction of PHI**

Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that the Business Associate maintains in any form. Business Associate shall retain no copies of the PHI.

Notwithstanding the above, to the extent that the Business Associate determines that it is not feasible to return or destroy such PHI, the terms and provisions of Paragraphs A, B, C and D shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI. When the PHI is no longer needed by the Business Associate, the Business associate shall return the PHI to Covered Entity or shall destroy it.

G. GENERAL PROVISIONS

1. **Amendment.** This Agreement may be amended only by the mutual written agreement of the parties. The parties agree to take such action to amend this Agreement from time to time as is necessary for the Covered Entity or Business Associate to comply with the requirements of HIPAA.
2. **Indemnification.** Business Associate shall release, indemnify and hold Covered Entity harmless from and against any claims, fees, and costs, including, without limitation, reasonable attorneys' fees and costs, which are related to Business Associate's failure to perform its obligations under this Agreement. Covered Entity shall release, indemnify and hold Business Associate harmless from and against any claims, fees, and costs, including without limitation, reasonable attorneys'



fees and costs, which are related to Covered Entity's alleged improper use or disclosure of PHI or other breach of this Agreement.

3. Remedies. The parties acknowledge that breach of Paragraphs B, C, D or E of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if either party has actual notice of an intended breach, such party shall be entitled to a remedy of specific performance and/or injunction enjoining the other party from violating or further violating this Agreement. The parties agree the election of the party to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right such party may have to recover damages.
4. Survival. Business Associate's obligation to limit its use and disclosure of PHI as set out in Paragraph C survive the termination of this Agreement so long as Business Associate has PHI received during the performance of its services as described in this Agreement.
5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
6. Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
7. Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.
8. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity and/or Business Associate, as applicable, to comply with HIPAA.
9. Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

City of Plantation

Signed: _____

Date: _____

Name:

Title:

Address: 400 NW 73rd Avenue
Plantation, FL 33317

Service Planning Corporation

Signed:  _____

Date: 01/31/2017

Rick Magill

President

4901 NW 17 Way, Suite 403
Fort Lauderdale, FL 33309

EXHIBIT A

Instructions to Respondents

Request for Qualifications #042-16

1. Defined Terms:

Terms used in these Instructions to Respondents have the meanings assigned to them. The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

- 1.1 **Respondent:** One who submits a Proposal directly to OWNER, as distinct from a sub-Respondent, who submits a proposal to a Respondent.
- 1.2 **Successful Respondent:** When the City utilizes a Request for Qualifications, it will first review qualifications of respondents and determine which respondents are the most qualified to perform. A group of the respondents shall be ranked based upon their relative qualifications to perform. The city will not consider compensation or price during the qualification ranking process, although a respondent's willingness to meet a defined budget requirement for the project will be considered. Once the respondents are ranked, the city will then undertake to negotiate a contract with the respondent determined most qualified at a compensation which the city determines is fair, competitive, and reasonable.
- 1.3 **Firm:** The Respondent with whom OWNER enters into a Contract for the Work.

2. Copies of Qualification Documents:

- 2.1 Complete sets of the Qualification Documents for the fee stated in the "Notice to Respondents" may be obtained from the City of Plantation – Procurement Division, or www.Demandstar.com.
- 2.2 Complete sets of Qualification Documents shall be used in preparing Qualification Packages, neither OWNER nor the CITY REP that prepared or assisted in the preparation of the Qualification Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Qualification Documents.
- 2.3 OWNER and CITY REP in making copies of Qualification Documents available the above terms do so only for the purpose of obtaining Qualification Packages on the Work and do not confer a license or grant for any other use.

3. Qualifications of Respondents:

No qualification package will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to OWNER, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said OWNER, or who is deemed irresponsible or unreliable by OWNER. The City shall have no liability to any successful Respondent unless and until the City executes a contract with such successful Respondent.

OWNER shall also have the right, unless prohibited by law, to meet with one or more Respondent after qualification packages are opened to ensure that all OWNER's expectations with respect to performance can be met and that the requirements and scope of the Contract Work are clearly understood.

4. Examination of Qualification Documents:

- 4.1 Before submitting a Qualification Package, each Respondent(s) must (a) examine the Qualification Documents thoroughly; (b) visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) familiarize themselves with Federal, State, and local laws, ordinances, Florida Building Code or other applicable construction codes, rules and regulations affecting the performance, cost, progress, or furnishing of the Work; (d) study and carefully correlate their observations with the requirements of Contract Documents, and (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.
- 4.2 Respondents should also note any references made to the Specifications for identification of those surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance, cost, progress or furnishing of the Work which have been relied upon by CITY REP in preparing the Drawings and Specifications, if any. OWNER will make copies of such surveys and reports, which are not bound into these documents, available to any Respondent requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Qualification Documents.
- 4.3 The submission of a Qualification Package will constitute an incontrovertible representation by the Respondent that they have complied with every requirement of this Article 4 and that the Qualification Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. Interpretations and Addenda:

All questions about the meaning or intent of the Qualification Documents shall be submitted to CITY REP in writing, with a copy to OWNER. Interpretations or clarifications considered necessary by CITY REP in response to such questions will be issued by Addenda mailed or delivered to all parties and recorded by OWNER'S Procurement Division as having received the Qualification Document. Questions received less than ten (10) days prior to the date for opening of Qualification Package will be answered at the option of the OWNER. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

In the event of conflict between the Notice to Respondents and the terms written within the Scope of Services and/or Specifications contained within Qualification documents, the terms within the Scope of Services and/or Specifications shall control.

6. Contract Time:

The number of calendar days within which the Work is to be completed is specified in Article 3 of the Agreement. *[If this is a term contract, input the years of the term]*

7. Subcontractors, Suppliers and Others:

- 7.1 OWNER requires the identity of major Subcontractors working on the project and Suppliers of unique material or products to be submitted to OWNER in advance of the Notice of Award the apparent Successful Respondent. Any other Respondent requested by City in writing will, within seven (7) calendar days, submit to OWNER a list of all Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for portions of this Project. An experience statement shall accompany such list with pertinent information as to similar projects and other evidence of qualifications for each identified Subcontractor, Supplier, person and organization.
- 7.2 If OWNER or CITY REP after due investigation has reasonable objection any proposed Subcontractor, Supplier or other person or organization, may before giving the Notice of Award request the apparent Successful Respondent to submit an acceptable substitute without an increase in Proposal price. If the apparent Successful Respondent declines to make any such substitution, OWNER may award the contract to the next Respondent whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation factors and criteria set forth in the Request for Qualifications or the code if none are provided in the RFQ that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The Respondent declining to make

requested substitutions would not constitute grounds for sacrificing the Proposal Security of any Respondent.

- 7.3 No Respondent shall be required to employ any Subcontractor, other person or organization against whom Respondent has reasonable objection.

8. Qualification Form(s):

- 8.1 The Qualification Form(s) is included with the Qualification Documents; additional copies may be obtained from the Procurement Division at the reproduction cost of \$.25 per page.
- 8.2 All blanks on the Qualification Forms must be completed in ink or by typewriter. Respondent shall submit one (1) original and ten (10) copies of their Qualification Packages.
- 8.3 Qualification Packages by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign). The corporate seal must be affixed and attested by the secretary or an assistant secretary or notarized by a licensed Notary together with a corporate Resolution authorizing the submittal of the proposal. The corporate address and state of incorporation must be shown below the signature.
- 8.4 Qualification Packages by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 8.5 All names must be typed or printed below the signature. The signer shall date all signatures.
- 8.6 The Qualification Packages shall contain an acknowledgement of receipt of all Addenda.
- 8.7 The address and telephone number for communications regarding the Qualification Package must be shown.

9. Submission of Qualification Packages:

- 9.1 Qualification Packages shall be submitted before the time and at the place indicated in the Notice to Respondents and shall be submitted in a sealed package. The package shall be marked on the exterior with the Project title and, if applicable, the designated portion of the Project for which the Qualification Package is submitted and with the name and address of the Respondent and accompanied by the Proposal Security and other required

documents. If the Qualification Package is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate package, if appropriate, with the notation "QUALIFICATION BASED PROPOSAL ENCLOSED" on the face thereof. Only Qualification Packages stamped "RECEIVED" by the City Clerk's Office by the time and date stated in the Notice to Respondents shall be considered.

- 9.2 More than one Qualification Package received for the same work from an individual, firm or partnership, a Corporation or Association under the same or different names will not be considered. Reasonable grounds for believing that any Respondent is interested in more than one Qualification Packages for the same work will cause the rejection of all such Qualification Packages in which the Respondents is interested. If there are reasonable grounds for believing that collusion exists among the Respondent, the Qualification Packages of participants in such collusion will not be considered.

10. Modification and Withdrawal of Qualification Packages:

- 10.1 Qualification Packages may be modified or withdrawn by an appropriate document duly executed (in the manner that a Qualification Package must be executed) and delivered to the place where Qualification Package are to be submitted at any time prior to the opening of Qualification Package.
- 10.2 If within twenty-four (24) hours after Qualification Packages are opened, any Respondent files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Qualification Package, that Respondent may withdraw its Qualification Package. Thereafter, that Respondent will be disqualified from further proposing on the Work to be provided under the Qualification Documents.

11. Opening of Qualification Packages:

Qualification Packages will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

12. Qualification Packages to Remain Subject to Acceptance:

- 12.1 All qualification packages MAY remain subject to acceptance for sixty (60) days after the day of the Qualification Package opening, but OWNER may, in its sole discretion, release any Qualification Package prior to that date.
- 12.2 Extension of time when Qualification Package shall remain open beyond the original period may be made only by mutual agreement between

OWNER, the Successful Respondent, and the surety, if any, for the Successful Respondent.

13. Award of Contract:

- 13.1 OWNER reserves the right to reject any and all Qualification Packages, to waive any and all informalities, incompleteness, or irregularities not involving price, time or material changes in the Work, and to negotiate contract terms with the Successful Respondent, and the right to disregard all nonconforming, nonresponsive, unbalanced, incomplete, irregular, or conditional Qualification Packages. Also, OWNER reserves the right to reject the Qualification Package of any Respondent if OWNER believes that it would not be in the best interest of the Project to make an award to that Respondent, whether because the Qualification Package is not responsible or the Respondent is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 13.2 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Respondent and to establish the responsibility, reputation, work load, qualifications and financial ability of Respondent, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.
- 13.3 The OWNER shall not be obligated to any Respondent to enter into a contract with the Respondent despite the OWNER governing body prospectively awarding the contract to a successful Respondent. The OWNER shall be obligated to any Respondent for the project if and only if the OWNER enters into a contract for the project with the Respondent, and further, no action will lie against the OWNER to compel OWNER to execute any such contract, or to recover from the OWNER any damages, costs, lost profits, expenses, etc., that Respondent may incur if the OWNER chooses not to sign such contract. By proposing on this project, all Respondents acknowledge and agree that no enforceable contractual relationship arises until the OWNER signs the contract, and that no action shall lie to require OWNER to sign such contract at any time, and that Respondent waives all claims to damages, lost profits, costs, expenses, etc., as a result of the OWNER not signing such contract.
- 13.4 If the contract is to be awarded, OWNER will give the Successful Respondent a Notice of Award.

14. Signing of Agreement:

When OWNER gives a Notice of Award to the Successful Respondent, the OWNER will follow-up by forwarding at least three (3) unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter, unless extended by OWNER, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within fifteen (15) days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

15. Taxes:

The CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

16. Insurance Requirements:

All Bond and Insurance requirements are detailed in Tab 4 of this solicitation.

17. Text of Proposed Contract Documents:

The Respondents shall review the text of the Contract Documents referred to or referenced herein. In the event Respondents have any objection to the terms of such documents, the objections shall be disclosed at the time the proposal is submitted.

18. Fees Waiver Disclosure:

The OWNER shall not require the CONTRACTOR to pay any of the OWNER's permit fees, license fees, impact fees, or inspection fees or any of the other usual OWNER permits and fees that may be associated with a construction project. These fees will be waived or paid by the OWNER, if payment cannot be waived. Without limiting the foregoing, CONTRACTOR shall pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work except City of Plantation permits and fees which shall be waived (except for so much of said City of Plantation fees as the OWNER is required to remit to other governmental agencies).

END OF DOCUMENT

November 29, 2016

Charles Spencer
Procurement Division
400 NW 73rd Avenue
Plantation, FL 33317

Dear Mr. Spencer:

Thank you for the opportunity to respond to the City of Plantation's RFQ #042-16 for Insurance Brokerage Services. Our response highlights our firm's experience, qualifications and ability to meet and exceed the scope of services outlined in the RFQ and service City's needs.

Service Planning Corporation is an insurance advisory, brokerage and consulting firm with over 30 years of industry experience. We are a privately owned, boutique agency with low employee turnover, a philosophy of slow growth, and a commitment to provide all clients with best in class service, knowledge, and solutions.

Service Planning Corporation is uniquely qualified to perform the services outlined in the RFQ. Our consulting teams have significant experience in successfully marketing and managing governmental benefit programs to achieve the best overall solution in terms of plan design, cost, contracts, network, and service. The City of Plantation's account team includes a Producer/Consultant combined with two experienced account manager that would be dedicated to developing a customized service model to support your objectives. Additionally, Service Planning Corporation's partnerships with premier insurance and stop loss carriers ensure we are showing all products, contracts, and service models available to groups similar to the City of Plantation, while keeping resources and budgets as top priority.

Service Planning Corporation has invested in many different tools to facilitate our service team's ability to provide valuable consulting advice on the City's benefits programs. We believe that the service we provide is a significant differentiator for Service Planning Corporation in assisting our clients, and we pride ourselves on our commitment to long-term relationships and dedication to becoming an extension of your existing HR and Benefits teams.

Thank you, again, for your consideration of Service Planning Corporation as the City of Plantation's consultant. We look forward to hearing from you soon.

Sincerely,



Rick Magill
President
Service Planning Corporation

Providing Service, Knowledge & Solutions Since 1990

Insurance & Financial Services offered by Rick Magill, LUTCF, ChFC, CASL, REBC
Registered Representative offering Securities through Ameritas Investment Corp (AIC) • Member FINRA/SIPC
AIC & Service Planning Corporation (SPC) are not affiliated.

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Executive Summary

Thank you for the opportunity to submit a proposal to provide our qualifications for insurance brokerage services to the City of Plantation.

We have reviewed your Request for Qualifications (RFQ) dated November 1, 2016, and are confident that our agency can meet or exceed all of your requirements.

We have been providing insurance consulting services since 1986 (including the Fire Fighters of Boca Raton Insurance Trust since 2012) and founded Service Planning Corporation (SPC) in 1990. SPC currently operates from one location in Fort Lauderdale, Florida with eight full time employees. We are a small, privately owned, boutique agency with low employee turnover, a philosophy of slow growth, and a commitment to provide all clients with best in class service, knowledge, and solutions.

As a privately owned and operated insurance brokerage, Service Planning Corporation provides you the right balance: deep resources to meet your employee benefits needs, yet entrepreneurial, nimble, and responsive enough to derive the best results from a team of experts that delivers exceptional customer service. Another benefit of our private ownership is that we focus on our clients, not on quarterly earnings. You will see a difference in the focus, energy, and resources directed toward servicing your needs. We want to help make your business better.

Some of the advantages of working with Service Planning Corporation include, but are not limited to:

- Access to outstanding resources. An advantage of Service Planning Corporation over competitors is the ease of which our clients can tap into a vast selection of specialized resources, expertise, and support services.
- Continuity of team. The team responsible for managing the City's needs, problems, and questions on a daily basis is the same team that designs, markets, and implements the City's insurance program with carriers.
- Best in class service. Engaged, personalized account leadership is important to developing and maintaining long-term client relationships. Expertise without effective service delivery will not properly service the City. As a privately owned and operated company, we make business decisions that make sense in the long run and do not favor short-term earnings for outside shareholders or investors. You will see that our commitment to deliver best in class service is consistent.

Service Planning Corporation is aware of the need and desire for the City to be able to continue to provide a competitive and robust benefits offering in an effort to attract and retain its most valuable asset – its employees. Our approach is a consultative one, and we will provide expert, professional advice in a timely fashion.

CURRENT PROGRAM ANALYSIS

- ✓ Collect and review plan documents, agreements, funding, policies, and contracts
- ✓ Data analysis
- ✓ Demographic and eligibility analysis
- ✓ Benchmarking
- ✓ Understanding objectives, pain points, and obstacles
- ✓ Develop financial baseline to identify and manage critical metrics

STRATEGIC PLANNING

- ✓ Use metrics that align with how you manage your plan performance
- ✓ Identify your budget objectives
- ✓ Evaluate plan design and funding options
- ✓ Explore strategies with respect to wellness, health maintenance, and disease prevention and management
- ✓ Evaluate additional program options
- ✓ Provide specific recommendations to support the City's health insurance and benefits programs objectives

ACTION PLAN

- ✓ Using the strategy agreed upon, we integrate plans into a comprehensive program designed to meet your needs and budget
- ✓ This phase includes:
 - Benchmarking
 - Strategy for Employee communication and education
 - Timeline for plan renewal
 - Employer/Employee cost share and plan design development

IMPLEMENTATION AND COMMUNICATION SUPPORT

- ✓ Proactively communicate to employees to ensure their understanding of the City's benefits programs
 - Effectively integrate with the overall plan strategy
 - Provide customized pre-enrollment, enrollment, and post-enrollment materials
 - Review all materials provided by carriers/vendors
 - Communication technology and online survey delivery
 - Annual total compensation statements

ONGOING SERVICE AND SUPPORT

- ✓ Plan Placements
- ✓ Vendor Management
- ✓ Employer and Employee Education
- ✓ Day-to-Day Support
- ✓ Claims Issues
- ✓ Invoice Discrepancies
- ✓ Eligibility Questions
- ✓ Compliance
- ✓ Communication
- ✓ Reporting
- ✓ COBRA Reporting

You have asked Service Planning Corporation to help by providing consulting and insurance brokerage services for the City's current and future employee health benefits. As you will see in the following pages, Service Planning Corporation is prepared to deliver, and we are excited for the opportunity to work with you.

SELECTION PROCESS

- A. The City will conduct a qualification based on selection process for the 'insurance brokerage services' of this Request for Qualifications further described herein.

During the review and selection process no person shall make any private or separate delivery of marketing information concerning any firm to any elected officers of the City, members of the City staff or members of the Selection Committee. Each Respondent shall be authorized to submit as many Qualification Packages (including alternatives) in response to the Request for Qualifications ("RFQ") as it determines necessary for consideration.

- B. The criteria the City shall consider in short listing and ranking Respondents shall include the following factors when completing the Respondents Qualifications Evaluation Form:

1. General Experience;

Service Planning Corporation services group employers, ranging in size from ten to over 1,000 employees, in building robust group benefits portfolios, often including Wellness initiatives.

2. Past performance experience with Plantation, if any;

Service Planning Corporation does not have any prior experience with the City; however, Renee Schindler, an SPC Client Manager, serviced the City for seven years while working for another agency.

3. Past performance on similar projects;

Service Planning Corporation has been Benefits Consultants to Firefighters of Boca Raton for the last four years, and has been proactive in providing solutions before the problem arises. For example, when we took over the account, the client only had Aggregate Stop Loss and, after reviewing their plans and performing our financial analysis, we recommended that they add Individual Stop Loss (Specific). Fortunately for the group, they acted on our recommendation to add the Specific, even though it increased their monthly expense it saved them close to \$1 million when two large claims hit shortly after adding the Specific to their plan.

Renee Schindler, while employed with another agency, had the privilege of working with the City of Plantation, and was actively involved in implementing the City's On-Site Health and Wellness Center, customized reporting from Marathon Health to the City, negotiating with the carriers, resolving claims issues, regularly attended Health Fairs, Wellness Committee meetings, Council meetings and quarterly financial meetings with the Mayor, Human Resources, and Finance.

Other municipalities managed and similarly serviced by Renee include City of Tamarac, City of Margate, City of Vero Beach, Town of Palm Beach, and City of Boynton Beach.

4. Recent, current and projected workloads of the firm, capabilities and adequacy of staff;

Currently, the Small accounts are divided between the Junior Client Managers, while the Medium and Large accounts are divided between the Senior Client Managers. Before bringing in any new accounts, the management team, led by Rick Magill, assesses the prospective client's needs and our ability to provide the best in class service. At the beginning of the new year (2017) we will be adding another client manager to our team so that no one manager is unable to provide our clients with the service we pride ourselves in delivering.

5. Length of tenure of key personnel with firm, length of time firm has been in business, the size of firm;

Service Planning Corporation has been in business since 1990 and currently employs eight insurance industry professionals. Rick Magill is the Founder and President; Rosy DeVizio is the Office Manager/Client Manager and has been with SPC since 1993, Allan Altschuler is a Producer/Client Manager and has been with SPC since 2011. Renee Schindler is a Senior Client Manager and joined our agency in April 2016.

6. The ability of professional personnel; licenses and certifications help by professionals and managerial personnel; existence of professional or occupational disciplinary actions by appropriate licensing or regulatory agencies;

All Service Planning Corporation professionals hold a State of Florida Insurance license; Rick Magill holds the following Certifications:

- LUTCF – Life Underwriter Training Council Fellow
- ChFC – Chartered Financial Consultant
- CASL – Chartered Advisor for Senior Living
- REBC – Registered Employee Benefits Consultant

Rick Magill is a member of the National Association of Insurance and Financial Advisors, National Association of Health Underwriters, and the Society of Financial Service Professionals.

7. Reputation; history of violations of federal, state, or local law regulations;

Service Planning Corporation has no history of federal, state, or local law or regulation violations, nor have any complaints been filed against SPC with any Department of Insurance and Financial Services.

8. Experience working with municipal or County agencies;

Renee Schindler, the client manager who will be servicing the City, has over ten years of public sector experience, seven of which have been working directly with the City of Plantation. Renee has also worked with the City of Tamarac, City of Margate, City of Vero Beach, the Town of Palm Beach, and the City of Boynton Beach.

9. Willingness to meet time requirements;

Service Planning Corporation is aware of the specific time constraints that are unique to municipalities. If we are privileged to provide our services to your City, we will accommodate the City's time requirements and include them in the planning and strategy of our timeline development. SPC understands that timelines and deadlines may change, and has the flexibility to accommodate the City's needs.

10. Ability to maintain long-term relationships with clients;

Our annual retention rate is 98%, and the average period of association with our clients is over 10 years. Any lost clients have been for reasons beyond our control (i.e. bankruptcy, acquisition).

11. Location of Firm headquarters and offices;

Service Planning Corporation
4901 NW 17th Way, Suite 403
Fort Lauderdale, FL 33309

12. Information on Questionnaire(s).

Attached and marked as Respondent Questionnaire.

RESPONDENT QUESTIONNAIRE – INSURANCE BROKERAGE SERVICES**MUST BE FILLED OUT COMPLETLEY**

This section should summarize the key points of your submittal. Limit to one (1) to five (5) pages per category; be sure to reference indicators so that City can reference your responses to appropriate key point(s).

General Information**A. Profile of the Company:**

Service Planning Corporation (SPC) is a mid-size privately owned insurance, investment and employee benefits consulting firm, founded in 1990, and headquartered in Fort Lauderdale, Florida. Rick Magill is Founder and President of SPC, and has been an employee benefits and investment consultant since 1986. SPC has received numerous awards and recognitions for exceptional service, growth, sales, and retention. Our goals include providing the best in class service, value, and analysis while making each client feel like they are our only client.

B. Copies of city, county and state professional and business tax receipts:

A copy of City and State Agency Licenses are included as General Information Exhibit B. We are not required to have a county license.

C. Provide a history of your firm, particularly your employee benefits division:

Service Planning Corporation (SPC) is a mid-size employee benefits consulting firm, founded in 1990, and headquartered in Fort Lauderdale, Florida. Rick Magill is Founder and President of SPC, and has been an employee benefits consultant since 1986. Rick holds multiple insurance licenses and securities designations. SPC has low employee turnover, a philosophy of slow growth, and a commitment to provide all clients with the best in class service, knowledge, and solutions.

D. Who would be working directly with the City on administrative issues, questions, or problem solving? Please provide the roles and qualifications:

Rick Magill, Renee Schindler, and Allan Altschuler

Rick Magill has 30 years' experience in the group insurance industry and holds multiple insurance licenses and securities designations. Rick's role as the City's Benefits Consultant will include, but not be limited to, providing detailed claims and financial analysis of the City's group health plans and on-site Wellness Center, renewal strategy and negotiations, rates development, contribution strategy and attendance at Council meetings.

Renee Schindler has 20+ years of insurance industry experience, more specifically working in the group benefits customer service arena. She has both private and public sector experience. She will be the City's dedicated Client Manager and working as an extension of the City's benefits department. As your day to day point of contact, her role will include, but not be

limited to, acting as the City's carrier liaison, servicing employees, claims resolution, employee education, and communication of ACA, HIPAA, HCR, and DOL updates, renewal strategy, marketing renewals, and negotiations and contribution strategy. Additionally, Renee will attend and participate at Open Enrollment meetings, Health Fairs, Committee meetings and City Council meetings.

Allan Altschuler has 5+ years of benefits experience at SPC and will be the Client Manager for the City of Plantation to support Renee by attending and participating at Open Enrollment meetings, Health Fairs, Committee meetings and City Council meetings.

E. Provide a count of your existing clients categorized by large (500 or more) medium (100-500), or small (under 100) group:

Large: 2 between 500 and 1,500 lives
Medium: 25 between 100 and 499 lives
Small: 97 under 100 lives

F. Provide copies of your state agency license and certificate of professional liability or errors and omissions insurance carried by your company showing the insurance carrier and amount of coverage:

A copy of our State Agency License and E&O Declaration Page are included as General Information Exhibit F.

Account Services

G. Describe your account services department?

Our firm works as a team but each of our clients is assigned to a knowledgeable, dedicated account manager who will act as a liaison for you and your employees. All of our associates are professionals who are dedicated to providing a wealth of resources to serve your needs. Our professionals pride themselves on excellent customer service, and are dedicated to using their experience and expertise to meet your clients' benefits objectives. Our team's goal is to help you save money through proper implementation and management of your benefits programs, and they are committed to anticipating and fulfilling your needs and concerns. Although a number of our professional staff will be active with your account, ultimate responsibility for your programs and satisfaction is the responsibility of your dedicated account manager and Rick Magill, your consultant and team leader.

H. What is your process for ensuring customer satisfaction?

There is a reason why we chose "Service" to be the first word in our agency's name. All of our clients are assigned a team of specialists dedicated to servicing their needs. Each client accesses our team through a dedicated account manager, making working with us seamless and easy. What differentiates SPC from other agencies is the level of knowledge, service, solutions, and attention we are able to provide to our clients and their employees. We are able to accomplish this by being a privately owned and operated agency, coupled with our clients

being assigned a dedicated specialist to service their needs. Each of our clients feel like they are our only client.

I. What kind of training (industry, internal, computer, other) does your firm expect or require your staff receive?

All client facing SPC professionals hold an active State of Florida Insurance License and are appointed with Medical, Dental, Vision, Life, Disability, and Legal plan carriers. In addition, Rick Magill holds an active Securities License. All licensed personnel are required to maintain an active license with the State by keeping current with Continuing Education requirements.

SPC employees are required to attend carrier specific product trainings as well as attend ACA, HCR, HIPPA, and DOL webinars at least three times per year (sometimes more) to keep current with the ever changing regulation landscape.

J. Do you provide employee communication services for your clients' employees? If so, please provide sample employee communication materials that you have distributed to other clients.

Yes, we spend in excess of \$50K per year on agency technology and offer assistance to you with all phases of employee communication, from employee meetings, to payroll stuffers, to informative brochures and newsletters. Topics range from employee benefits education to wellness engagement to pet health – any subject of interest to your employee population.

There are hundreds of topics available for you to choose from for distribution to your employees. You will find a sampling of several sample communications included as Account Services Exhibit J.

K. Are you able to attend City Council meetings as necessary?

Yes. As broker and consultant to Firefighters of Boca Raton, as well as some of our non-for-profit clients, we regularly attend Board Meetings. In her capacity as Client Manager to municipality groups, Renee Schindler has regularly attended Council meetings.

Data Analysis

L. What resources do you use to analyze medical and pharmacy claims?

We partner with your carriers to receive claims and utilization reports on a monthly basis, and use that data, paired with the City's census data, to keep the City current on how its plans are running.

M. Will your organization provide an analysis of our employee and claims experience?

Yes. Please see question N below.

N. Do you provide quarterly reports for analysis? Do you customize reports if requested at no charge?

With the monthly data received by your carriers, SPC will develop a customized report which will be presented to the City on a quarterly basis and will include claims analysis and adjusted renewal projections. This will be based on actual claims, trend factors and plan costs. Customizing reports on an as needed basis is included in our fee and the City will not incur any additional fees.

O. For any of the above questions that you answered yes, please provide us a sample report that you have prepared for another client.

Sample financial reports are included as Data Analysis Exhibit O.

Strategic Planning/Vendor Selection

P. What resources do you have available to help us manage our benefits and outline and benefit strategy consistent with current and future business plans?

We assess the current plans, setting the overall strategy based on feedback from human resources, city leadership, staff, surveys and local benchmarking data. We analyze your benefits plan costs against reliable benchmark information and market studies, project the impact of medical and other plan design changes and estimate your renewal costs. We determine whether the current carriers are meeting the employee needs, develop bid specifications and issue RFP's for all lines of coverage. We then develop an analysis and summarized reports and present to key decision makers.

Q. How will you assist us with the competitive marketing and placement of our plans, including development of marketing specifications, identification of market conditions, evaluation of proposals, negotiations, and placement of insurance contracts for annual renewals.

We analyze your benefits plan costs against reliable benchmark data and market studies, project the impact of medical and other plan design changes, estimate your renewal costs and streamline the plan selection process for your employees. We determine whether the current carriers are meeting the employee needs, develop bid specifications and issue RFP's for all lines of coverage.

We negotiate with carriers for the best possible rates and multi-year rate guarantees whenever possible. We then develop an analysis and summarized reports and present to key decision makers. If there is an interest in changing carriers/networks, we will provide the City with a Disruption Report which can then be considered before making any final decisions.

R. Will you recommend design changes proposed and provide recommendations on cost avoidance and communication?

Yes. If the changes make sense financially and is in the best interest of the City and its employees. As a part of our recommendation we will always consider and factor in how a

change may impact the employee population. For example, if after review of the City's plan utilization we find that employees are using emergency rooms for non-emergency services, we may recommend increasing the copay or coinsurance for Emergency Room visits to redirect utilization to either a walk-in or urgent care facility which should have a positive impact to the City's claims.

S. How will you save the city money?

SPC will provide savings to the City through a combination of plan designs, including Rx plan management, contribution strategies and employee education.

T. How will you demonstrate the saving?

The City will realize the savings by way of reduced premiums, lower claims and cost avoidance.

U. Who do you use for actuarial services? Please provide credentials.

SPC utilizes the services of several well qualified actuarial companies based on each client's specific needs. The actuarial company which will be retained for the City's FS112 Filing, and any other calculations or filings critical to the City's benefits plans, will be the best credentialed for your needs.

V. How will you help with the management of insurance, including monthly (or quarterly) supervision and/or preparation of claims activity reports from carriers; executive summary reports, underwriting analysis or annual renewals; annual financial projections for budgeting purposes.

SPC will assist with the management of insurance through consistent and direct communication with the City, including a minimum of quarterly financial analysis review meetings per year. SPC will be aware of the City's health plan claims at all times, and will be aware of emerging claims, trends in claims spikes, and be able to identify potential large claims and pain points for the City.

Legislative Compliance

W. Do you use an in-house benefits attorney? Do you use an external benefits attorney, and which firm do you use?

We do not have an in-house benefits attorney and use the services of Larry Gruzien, Esq.

X. How does your firm stay current with state regulations?

SPC attends classes and webinars from top professionals on a regular basis. Additionally, we subscribe to the leading publications which provides us with the most up-to-date State and Federal regulations pertaining to the insurance industry.

Our exclusive "Legislative Brief" publication summarizes and will provide the City with up-to-date, easy-to-understand comprehensive federal legislative developments in insurance and

employee benefits, to help both the City and its employees understand laws including COBRA, HIPAA, FMLA, ADA, GINA, health care reform and more.

Y. How will your firm notify us of changes in federal and/or local laws that would affect us?

SPC will provide the City with monthly Legislative Briefs for comprehensive, up-to-date, easy-to-understand comprehensive health care reform information to help both employers and employees understand the law and its implications. We will accommodate discussions via conference call or in person meetings at your discretion.

A sample of what the City will receive on a regular basis is included as Legislative Compliance Exhibit Y.

Z. Explain what steps you have taken to become HIPAA compliant.

SPC has a security policy in place, and all SPC professionals are required to successfully complete a security program.

References/Other

AA. How many clients of similar size to our City have you lost in the last three (3) years? Explain.

One; Delray Motors Inc was a client of Service Planning Corporation for 12 years. They were purchased by Schumacher Auto Group, and we lost them as a client in 2015.

Please provide at least one reference including: name, address, phone number, and length of time associated with your organization.

Tracie Boynton, H.R. Manager
2102 South Federal Highway
Delray Beach, FL 33483
P: (561) 454-4800 x8154

BB. Please provide a list of references that include: name, address, phone number and length of time associated with your organization. Indicate whether your firms' role was a broker, consultant or both.

Tom Vickers, CFO
Jacqueline Smith, Director of Human Resources
OmniComm Systems, Inc.
2101 West Commercial Blvd. Suite 3500
Fort Lauderdale, FL 3330
954-473-1254
Employee Benefits Consultant and Broker since 2009

Matthew Welhaf, Union President
Firefighters of Boca Raton
400 South Dixie Highway #423
Boca Raton, FL 33432
561-239-3380
Employee Benefits Consultant and Broker since 2013

Betsy Argraves, CFO
Heather Covell, HR Manager
William Wallace Enterprises – Wallace Automotive Group
3801 SE Federal Highway
Stuart, FL 34997
772-283-6000
Employee Benefits Consultant and Broker since 2009

Carrie Pierce, CFO
SK Capital Partners
1515 North Federal Highway, Suite 405
Boca Raton, FL 33432
561-362-6370 x 114
Employee Benefits Consultant and Broker since 2005

CC. Describe any other facets of your organization and your firm's experience that are relevant to this proposal that have not been previously described and that you feel warrant consideration.

Our annual retention rate is at 98%, and the average period of association with our clients is over 10 years. Any lost clients have been for reasons beyond our control (i.e., bankruptcy, acquisition). Our ability to retain our clients is attributable to the following:

Best in Class Service. We pride ourselves on the level of knowledge and service we bring to our clients and their employees. All of our clients are assigned a team of specialists dedicated to serving their needs. Each client accesses our team through a single point of contact dedicated account manager, making working with us seamless and easy. We want each of our clients to feel like they are our only client.

Data Analysis. Using employee claims and utilization data (obtained from your carrier or TPA), we analyze your data and help you identify how and where to adjust your plan design to save money.

Benefit Plan Analysis. At SPC, we help you analyze your benefits plan costs against reliable benchmark information, project the impact of medical and other plan design changes, estimate your renewal costs and streamline the plan selection process for your employees.

Strategic Planning. We help develop a customized strategic plan for you that defines objectives and outlines the actions needed to accomplish those goals. Our services ensure an organized, comprehensive approach to fulfilling your benefits needs.

National Affiliations. In addition to our own talented professionals and specialized value-added services, we have a wealth of resources available to us through multiple national affiliations.

Technology. We use leading-edge technology to provide our customers with the latest client

management, data analysis, as well as legislative, communication, and human resources administration tools.

Service Planning Corporation will provide the following Value Added Services to the City at no additional cost:

Client Portal. All of our employer clients receive access to a personalized website. The site offers numerous resources to assist with plan administration, legislative compliance, and employee communication. **(Included as Client Portal Exhibit CC).**

HR Hotline. The HR Hotline gives you access to on-demand HR expertise and advice. HR professionals, available by phone or email, are ready to answer your HR-related questions. **(Included as HR Hotline Exhibit CC)**

Community. When partnering with us, you gain access to professionals from all over the country through the Community section of your client portal. An answer to a problem you have is just an email away.

Human Resources Tools. "HRconnection", a powerful employee communication and benefits enrollment portal, is available to you. This online tool helps you increase productivity, streamline processes, improve communication and save money for your Human Resources department. **(Included as Human Resources Tools Exhibit CC).**

Custom Communication. We can assist you with all phases of employee communication, from employee meetings, to payroll stuffers, to informative brochures about employee benefits and wellness.

Legislative Briefs. Our exclusive "Legislative Brief" publication summarizes recent federal legislative developments in insurance and employee benefits, to help you understand laws including COBRA, HIPAA, FMLA, ADA, GINA, and health care reform.

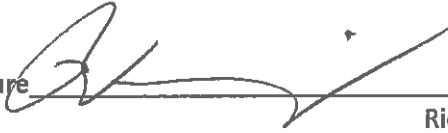
Health Care Reform. Our firm offers up-to-date, easy-to-understand comprehensive health care reform information to help both employers and employees understand the law and its implications.

Other value added services include:

- Benchmark Data and Market Studies
- Benefits and ACA Compliance Assistance
- Employee Handbook Assistance
- SPD Wrap Document Assistance
- Medicare Part D Compliance Assistance
- Employee Benefits Statements
- Workplace Wellness Program Support
- Employee Satisfaction Evaluations
- Employee Communication Campaigns

THE RESPONDENT ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS RESPONDENT'S QUESTIONNAIRE SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY RESPONDENT TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE RESPONDENT'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE QUALIFICATION PACKAGE, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

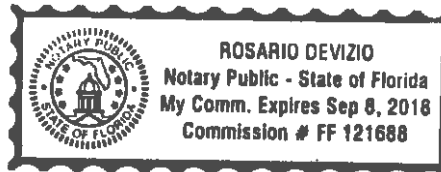


Richard S. Magill

State of FL County of BROWARD

The foregoing Instrument was acknowledged before me this 23rd day of November, 2016,
by Richard S. Magill, who is personally known to me and who did take an
oath.

WITNESS my hand and official seal


NOTARY PUBLIC, State of Florida

Right to Revise or Reject:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.
- B. The city reserves the right to require or adjust any of the insurance coverages it deems necessary depending upon the company, the project and the potential exposures.
- C. The city requires being named "**Additional Insured**" and endorsed on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the contractor. The city will have the right to amend such contract to conform to City Of Plantation guidelines for contract work.

THE UNDERSIGNED CONTRACTOR HAS READ THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.


WITNESS


FIRM

11/23/16
DATE

CITY OF PLANTATION

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director



CITY COUNCIL
Ron Jacobs, President
Peter S. Tingom, President Pro Tem
Dr. Robert A. Levy
Lynn Stoner
Chris Zimmerman, AIA

ADDENDUM No. 1

ITB No. 042-16

Insurance Brokerage Services

City of Plantation

DATE OF ADDENDUM: November 4, 2016

TO ALL PROSPECTIVE RESPONDENTS:

The following clarification, changes, additions and/or deletions are hereby made part of the Qualification Documents for RFQ No. 042-16.

Change:

Page 15 of 124 of the Qualification Documents currently indicates "all qualification packages must be received in the Office of the City Clerk by 11:00am (EST) on December 6, 2016...."

The above statement is a clerical error, all qualification packages must be received in the Office of the City Clerk by 11:00am (EST) on or before November 30, 2016.

Qualification Packages must be stamped on or before November 30th, 2016, 11:00 A.M. by the City Clerk, City of Plantation, 400 NW 73rd Avenue, Plantation FL 33317.

All other terms, conditions and specifications remain unchanged for RFQ No. 042-16.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your qualification package.

FIRM NAME: _____

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otinlano
Director



CITY COUNCIL
Ron Jacobs, President
Peter S. Tingom, President Pro Tem
Dr. Robert A. Levy
Lynn Stoner
Chris Zimmerman, AIA

ADDENDUM No. 2

ITB No. 042-16

Insurance Brokerage Services

City of Plantation

DATE OF ADDENDUM: November 21, 2016

TO ALL PROSPECTIVE RESPONDENTS:

The following clarification, changes, additions and/or deletions are hereby made part of the Qualification Documents for RFQ No. 042-16.

General Questions:

Question No. #1: INSURANCE REQUIREMENTS –Please confirm if the City of Plantation is willing to accept the Auto Liability our Auto limits are any one accident or loss?

Response No. #1: The City is will accept the follow auto liability, "Auto limits are any one accident or loss".

Question No. #2: INSURANCE REQUIREMENTS –Please confirm if the City of Plantation is willing to accept that our professional Liability limits are each wrongful act/annual aggregate and our policy has a \$5 million retention.

Response No. #2: Respondent will need to provide financial documents for the City's review for acceptance.

Question No. #3: INSURANCE REQUIREMENTS – With regards to WOS we would request that the waiver of the insurer's subrogation rights with WC, EL, GL and AI be removed or if not, will the City allow mutual waivers under the other party's policies?

Response No. #3: The City will not waive subrogation-rights, nor will the City allow for mutual waivers under the other party's policies

Questions No. #4: CANCELLATION OF INSURANCE –Please confirm if the City would allow the Awardee to advise that a cancelled, or non-renewed policy would be replaced with no coverage gap and a current COI would be provided and not provide a cancellation notice, since coverage will be replaced with no gap.

Response No. #4: The City will allow the Awardee to advise that a canceled, or non-renewed policy would be replaced with no coverage gap and a current COI would be provide and not provide a cancellation notice, since coverage will be replaced with no gap

Question No. #5: As part of our retention policy, we must retain a copy of all work products. Please confirm if the City is willing to allow Proposer/Awardee to retain any public documents or confidential/exempt documents that make up part of our work product as required for document retention purposes, as well as any such documents stored as a result of backup email systems that store emails for emergency backup purposes.

OFFICE OF THE MAYOR

Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES

Anna C. Otiniano
Director



Plantation
the grass is greener

CITY COUNCIL

Ron Jacobs, President
Peter S. Tingom, President Pro Tem
Dr. Robert A. Levy
Lynn Stoner
Chris Zimmerman, AIA

Response No. #5: The Proposer/Awardee may retain copies of any public documents or confidential/exempt documents that make up their work product. As a reminder any documents retained are subject to the Florida Public Records Law (F.S. 119.0701).

Question No. #6: Does the City currently conduct its open enrollment and new hire enrollments electronically or via paper forms? If electronically, which software is utilized?

Response No. #6: Via Paper Forms

Question No. #7: I noticed there is no request for pricing in the RFQ. Is a price proposal expected as part of the RFQ response?

Response No. #7: A price proposal is not expected, nor is it a weighted criteria during the qualification process.

Question No. #8: Does the City utilize an independent actuary to perform its annual 112.08 filing of actuarial soundness, or is this performed by the current broker? If performed by the current broker, is there an additional cost incurred?

Response No. #8: It is performed by the current broker at no additional cost.

Qualification Packages must be stamped on or before November 30th, 2016, 11:00 A.M. by the City Clerk, City of Plantation, 400 NW 73rd Avenue, Plantation FL 33317.

All other terms, conditions and specifications remain unchanged for RFQ No. 042-16.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your qualification package.

FIRM NAME: _____

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

TO BE RETURNED WITH PROPOSAL

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

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that 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, proposal, or reply 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 the 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 action 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 convictions of, or plea of guilty or nolo contendere to, any violations 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 the above measures.

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


Signature

Richard S. Magill
Printed Name

Service Planning Corporation
Company Name

11-23-16
Date

[70]9001-14001

CITY OF PLANTATION

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH PROPOSAL

**THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS**

1. This sworn statement is submitted with Bid, Proposal or Contract for [] Insurance Brokerage
Service Planning Corporation Services
2. This sworn statement is submitted by [1] (entity submitting sworn statement), whose business address is [] and its Federal Employer Identification Number (FEIN) is []. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: [65-0218860] 288-50-0967).
4901 NW 17 Way 403 Ft. Lauderdale, FL 33309
3. My name is [] (please print name of individual signing), and my relationship to the entity named above is [Richard S. Magill].
President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

☐
(Signature)

☐
(Date)

11-23-16

STATE OF FLORIDA

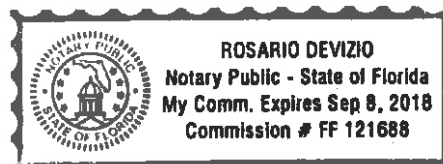
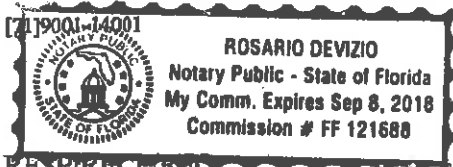
COUNTY OF BROWARD COUNTY

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Richard S. Magill, who, after first being sworn by me, affixed his/her signature in the space provided above on this 23rd day of Nov., 2016.

(Notary Public)

My Commission Expires: 9/8/18

(seal)



NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH PROPOSAL

By signing and submitting this proposal, the respondent certifies that this proposal is made independently and free from collusion.

Respondent shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer or director or, or has a material interest in, the respondent's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the respondent, or if they otherwise stand to personally gain if the contract is awarded to this respondent.

Failure to submit this executed statement as part of the proposal shall make the proposal nonresponsive and not eligible for award consideration. In the event the respondent does not indicate any names, the City shall interpret this to mean that the respondent has indicated that no such relationships exist. Failure of a respondent to disclose any relationship described herein shall be reason for termination of proposal or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:

Renee Schindler
Typed name: Renee Schindler

Spencer Altschuler
Typed name: Spencer Altschuler

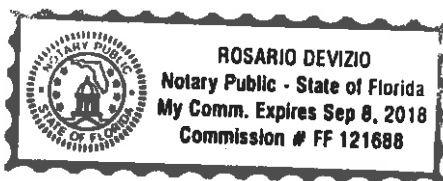
Bidder Service Planning Corporation

By: [Signature]
Name: Richard S. Magill
Title: President

STATE OF FL)
COUNTY OF Broward)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Richard S. Magdel, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of Nov., 2016.



Notary Public, State of Florida
Sign: [Signature]
Print: Rosario Devizio
My Commission Expires: 9/8/18

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A CORPORATION

IN WITNESS WHEREOF, the Offeror herto has executed this Proposal Form this 23 day of Nov., 2016.

Service Planning Corporation

Printed Name of Corporation

Florida

Printed State of Incorporation

By:

[Signature]

Signature of President or other authorized officer

Richard S. Magill

Printed Name of President or other authorized officer

4901 NW 17 Way #403

Address of Corporation

Ft. Laud., FL 33309

City/State/Zip

954-492-0640

Business Phone Number

(CORPORATE SEAL)

ATTEST

By

[Signature]
Secretary

State of Florida

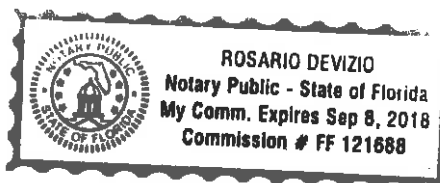
County of Broward

The foregoing instrument was acknowledged before me this 23 day of Nov., 2016, by Richard S. Magill (Name), President (Title) of Service Planning Corporation (Name of Company) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC

Rosario DeVizio
(Name of Notary Public: Print, Stamp,
or type as Commissioned)



CITY OF PLANTATION
TRUTH IN NEGOTIATION STATEMENT
SWORN STATEMENT TO BE RETURNED WITH
RESPONSE TO SOLICITATION

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

STATE OF FLORIDA
COUNTY OF Broward

Before me, the undersigned authority, personally appeared Richard S. Magill, who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by Service Planning Corp. (entity submitting sworn statement), whose business address is 4901 NW 17 Way #403 Ft. Lauderdale, FL 33309 and its Federal Employer Identification Number (FEIN) is 65-0218860. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
2. My name is Richard S. Magill (please print name of individual signing), and my relationship to the entity named above is President, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of Service Planning Corp. (entity submitting sworn statement).
3. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current.

FURTHER AFFIANT SAYETH NAUGHT.


(Signature of Affiant)

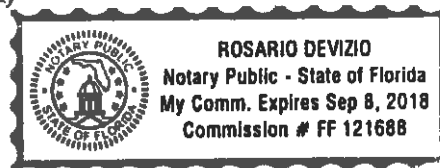
11-28-16
(Date)

SWORN TO, SUBSCRIBED, AND ACKNOWLEDGED before me this 23 day of Nov., 2016, in Broward County, Florida.


(Notary Public)

My Commission Expires: 9/8/18
My Commission Number is: FF 121688

(seal)




TO BE RETURNED WITH PROPOSAL

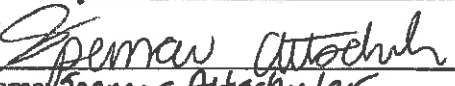
Cooperation with the Broward County Office of Inspector General


The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:


Name: Renee Schindler


Name: Spencer Attochuler

By: 
Name: Richard S. Magill
Title: President

STATE OF FL)
COUNTY OF Broward)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Richard S. Magill, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of Nov., 2016.



Notary Public, State of Florida
Sign: [Signature]
Print: Rosario DeVizio
My Commission Expires: 9/8/18

[75]9001-14001

COMPLIANCE UNDER SECTION 119.0701

FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH PROPOSAL

The Respondent hereby certifies that it shall comply with public records laws, specifically to:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-797-2237, sslattery@plantation.org, 400 NW 73rd Avenue Plantation, FL 33317

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Richard S. Magill / Service Planning Corp.

By (sign): [Signature]

Print Name: Richard S. Magill

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Richard S. Magill, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of Nov., 2016.

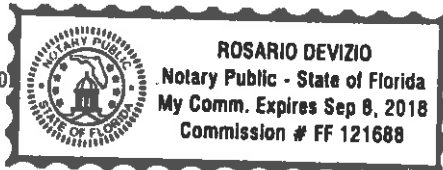
Notary Public, State of Florida

Sign: [Signature]

Print: Rosario DeVizio

My Commission Expires: 9/8/18

[69]9001-1400





CITY OF
FORT LAUDERDALE BUSINESS TAX YEAR 2016-2017

BUSINESS TAX DIVISION
100 N. ANDREWS AVENUE, 1ST FLOOR, FORT LAUDERDALE, FLORIDA 33301
(954) 828-5195

Business ID: 9600813 Business Name: SERVICE PLANNING CORPORATION
Business Address: 4901 NW 17 WAY # 403
Tax Category: LIFE INSURANCE-EACH CO PER LINE Tax#: 723118 Fee:

SERVICE PLANNING CORPORATION
SERVICE PLANNING CORPORATION
4901 NW 17 WAY # 403
FORT LAUDERDALE, FL 33309

FLORIDA DEPARTMENT of FINANCIAL SERVICES

SERVICE PLANNING CORPORATION

4901 NW 17 WAY SUITE 403
FORT LAUDERDALE FL 33309

Agency License Number R000016

Location Number: 118422

Issued On 04/04/2006

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.



Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT of FINANCIAL SERVICES

SERVICE PLANNING CORPORATION

4901 NW 17 WAY SUITE 403
FORT LAUDERDALE FL 33309

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Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

RICHARD STEVEN MAGILL

License Number : A162364

Resident Insurance License

- 0214 - LIFE INCL VARIABLE ANNUITY
- 0215 - LIFE INCL VAR ANNUITY & HEALTH
- 0240 - HEALTH
- 0218 - LIFE & HEALTH
- 0216 - LIFE

Issue Date

- 01/06/1990
- 01/06/1990
- 09/17/1986
- 09/17/1986
- 09/17/1986

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dofs.flds.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

RENEE STERN SCHINDLER

License Number : A234147

Resident Insurance License

- 0214 - LIFE INCL VARIABLE ANNUITY
- 0256 - LEGAL EXPENSE
- 0240 - HEALTH
- 0218 - LIFE & HEALTH

Issue Date

- 04/23/2002
- 03/18/2009
- 11/23/1996
- 04/23/2002

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://difs.flds.com>. To validate the accuracy of this license you may review the individual license record under "License Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ALLAN ALTSCHULER

License Number : W110938

Resident Insurance License

- 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

09/10/2012

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridacfo.com/agents/>.



Jeff Atwater
Chief Financial Officer
State of Florida



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Program Insurance Services, Inc. d.b.a. CalSure Associates P.O. Box 7048 Orange, CA 92863-7048	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800)745-7189	FAX (A/C, No):
	E-MAIL ADDRESS: info@calinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Arch Insurance Company	NAIC # 11150
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 5457268 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CLAIMS MADE AND REPORTED Description E&O-Insurance Products & Series 6 Deductible			CAP0050281-04	7/1/2016	7/1/2017	Each Claim \$2,000,000 Aggregate Each Agent for the Policy Period \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Errors & Omissions coverage for the solicitation, sale or servicing of, Life Ins, Accident & Health Ins, Long Term Care, Workers Compensation Ins as part of a 24-hour accident & health ins product, Disability Income, Fixed Annuities, Employee Benefit Plans, other than Multiple Employer Welfare Arrangements, Group plans, Group or Ordinary Pension or Profit Sharing Plans, Retirement Annuities, Life Settlement Coverage subject to a \$500,000 sublimit & \$2,500 Retention, Financial Planning, Notary Public, Variable Life, Variable Annuities and Mutual Funds. Retentions applicable to damages and defense: \$1,000 each claim for Company Sponsored Ins. Products. \$2,500 each claim for all other covered insurance products. Subject to the complete terms & conditions of the policy.

Individual Coverage Effective Date is the later of the date indicated under Policy Eff or date of contract with sponsor.

CERTIFICATE HOLDER Richard Magill DBA: Service Planning Corporation 4901 NW 17 WAY SUITE 403 FORT LAUDERDALE, FL 33309	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



Live Well, Work Well

Health and wellness tips for your work, home and life—brought to you by the insurance professionals at Service Planning Corporation

One way to avoid snacking while cooking is to chew gum while preparing the food.

HOLIDAY STRESS: EATING HEALTHY

Holidays such as Thanksgiving, Christmas and New Year's bring to mind thoughts of family, friends, fun and food. However, each year, millions of Americans struggle to maintain their waistlines during the holidays while surrounded by tempting holiday treats.

Holiday Parties

By following the healthy tips below, you can enjoy all your holiday parties, while also staying in control of your weight.

- Do not leave the house on an empty stomach—it encourages overeating.
- Avoid standing near the food table at parties, since it's a sure-fire way to overindulge.
- Make socializing your top priority; conversation will keep you occupied and away from the food.
- Limit your drinking because alcohol can increase hunger and lower your willpower.
- Provide a low-calorie alternative. For example, if you have volunteered to bring a dessert, bring fruit drizzled with chocolate instead of a cheesecake.
- Listen to your stomach. Reduce your portion sizes and stop eating when you feel satisfied rather than stuffed.

Cooking and Baking

If you are the one hosting, use that to your advantage. Hosting puts you in control of what will be served. For example, substitute high-fat or calorie-laden ingredients with healthier choices, such as by using plain greek yogurt in place of sour cream or an egg substitute rather than a whole egg.

There can also be a downfall when it comes to hosting: the temptation to sample the food while you are preparing it. To resist the urge to snack while cooking, try the following

tips:

- Chew a piece of sugar-free gum or sip tea to reduce your urge to sample while you cook.
- Prepare foods on a full stomach. You will not be as tempted to taste what you are making if you are full.

Cocktails and Beverages

Before you reach for the eggnog, remember that some mixed drinks may have as many calories as a dessert. Keep the following suggestions in mind when indulging in holiday spirits:

- Pace yourself by drinking water or seltzer between alcoholic drinks. The more alcohol you drink, the more your temptation to snack increases.
- Try ice water with lemon or non-caffeinated soft drinks.
- Consume mixed drinks with diet soda, club soda or tonic when possible.

By following the strategies above, you can avoid putting on holiday weight and improve your well-being.



Live Well, Work Well

The ASPCA Animal Poison Control Center handles more than 165,000 cases of animal poisonings every year.

PET SAFETY: POISONS

If you are a typical pet owner, your pet is a part of your family. However, just as you would with a baby, you must be vigilant in protecting your pet from poisonous items that can be found around the house.

Poisonous Plants

Those sweet-smelling flowers or green plants may brighten up your home, but unfortunately dogs and cats are attracted to them too. Popular flora that is dangerous to your pet includes:

- Lilies
- Tulips/Narcissus bulbs
- Azaleas/Rhododendrons
- Oleander
- Amaryllis
- Chrysanthemums
- Daisies
- Baby's breath
- Pothos – Of the Araceae family; is an extremely popular houseplant

All of the above can cause vomiting, diarrhea, loss of coordination and in some cases even coma or death. This list is not exhaustive; for a more comprehensive record, visit the American Society for the Prevention of Cruelty to Animals (ASPCA) at www.asPCA.org.

People Food

As much as your pet begs for a taste of what's on your plate, it is generally not wise to feed it food or drinks meant for humans. Foods especially harmful to pets include:

- Grapes

- Raisins
- Avocado
- Chocolate
- Onions, garlic and chives
- Coffee
- Alcoholic beverages
- Undercooked meat
- Raw bones (they can splinter)
- Products sweetened with xylitol (like sugar-free gum)

Medications

Everyone has dropped a pill on the floor from time to time. However, if you have pets, you need to pick it up immediately; if you cannot find it, get out the vacuum. Never leave opened medication out on the counter. Also, if you are dispensing medication to your animal, make sure to read the instructions carefully. The ASPCA has received calls regarding poisonings by well-meaning pet owners.

If Your Pet Is Poisoned...

Call the Animal Poison Control Center at 888-426-4435. Be ready with a description of your animal, symptoms, information about the poisoning and, if applicable, have the product's label or container handy. The ASPCA also recommends having a pet first aid kit, containing hydrogen peroxide (3 percent, to induce vomiting), a bulb syringe or turkey baster (to administer the hydrogen peroxide), saline eye solution, artificial tear gel, forceps, a muzzle (to prevent getting bitten if your animal is in shock), a mild dishwashing liquid (to bathe your pet after skin contamination) and a can of your pet's favorite food. You can purchase such kits in pet stores or online.





Live Well, Work Well

Health and wellness tips for your work, home and life—brought to you by the insurance specialists at Service Planning Corporation.

Taking care of yourself is one of the greatest things you can do for your kids and your job. Eat right, exercise and get as much rest as you can.

MANAGING STRESS AS A WORKING PARENT

Many parents also hold full- or part-time jobs. However, being a parent on its own is one of the hardest jobs anyone could take on. Couple that with the stress of a career and it can be too much for anyone.

It's not uncommon to experience guilt and frustration trying to balance both work and family obligations and end up focusing on the things you can't do or what you're missing out on. The key to managing both worlds is focusing on the things that you can accomplish and making the most of the time you have at work, with your family and on your own.

Get and Stay Organized

- Keep your home and office organized. That way, you won't have to waste time looking for important files or sorting through junk mail.
- Keep everything in its assigned place so you know where to find exactly what you need when you need it.

Create a Plan

- Use a day planner where you can keep track of both work and home obligations in the same place so you don't overcommit yourself.
- Make a list of what you want to accomplish each month and then break those tasks down by week or even by day. If you keep up with the schedule, you will be less stressed.
- Leave a little buffer time in your schedule in case your child care provider cancels, your children get sick or you have to work late.

Work with Your Family

- If you bring work home, make sure your home office is kid-proof by keeping important papers out of reach and placing child-safe latches on your desk drawers.

- Set up an area in your home office for your children to do "work" with you, such as coloring or doing puzzles.
- Communicate with your partner about what you need to support you, and be supportive back. Remind your partner how grateful you are for him or her.

Break Out of the 9-to-5

If you are able to set your own schedule, prioritize the tasks that you must accomplish during peak working hours and complete other tasks in the early morning or later in the evening when your children are sleeping.

Remain One Step Ahead

- Take a few minutes out of your evening to set out school clothes, make your children's lunches and set up the coffeepot. Your mornings will be less chaotic.
- Get up before your children to exercise, take a shower and get some work done.

Make Time for You

Set aside some time each day that is devoted to you. Use this time to relax or do something you've been meaning to do, even if it is just for a few minutes.



FloridaBlue Group Health Plan
Paid Claims by Relationship & Location of Service
Current Paid Period: 06/2015 - 01/2016

Relationship	Location of Service	Paid Amount	Billed Amount
Employee	Emergency	\$13,333.62	\$114,219.81
	Inpatient	\$47,242.36	\$150,136.63
	Outpatient	\$91,586.06	\$445,241.92
	Physician	\$77,671.56	\$466,963.16
	Other Medical	\$28,107.04	\$149,114.16
	Pharmacy	\$128,930.36	\$147,682.37
	Sub Total	\$386,871.00	\$1,473,358.05
Spouse	Emergency	\$18,307.55	\$67,504.00
	Inpatient	\$185,272.55	\$681,835.25
	Outpatient	\$27,536.85	\$88,019.56
	Physician	\$48,330.22	\$193,257.16
	Other Medical	\$25,972.72	\$74,408.25
	Pharmacy	\$37,008.98	\$42,108.39
	Sub Total	\$342,428.87	\$1,147,132.61
Child(ren)	Emergency	\$1,691.09	\$7,654.36
	Inpatient	\$17,987.33	\$30,897.26
	Outpatient	\$1,637.26	\$3,109.80
	Physician	\$17,005.04	\$47,088.30
	Other Medical	\$2,674.92	\$10,557.05
	Pharmacy	\$13,769.07	\$15,910.81
	Sub Total	\$54,764.71	\$115,217.58
Total	Emergency	\$33,332.26	\$189,378.17
	Inpatient	\$250,502.24	\$862,869.14
	Outpatient	\$120,760.17	\$536,371.28
	Physician	\$143,006.82	\$707,308.62
	Other Medical	\$56,754.68	\$234,079.46
	Pharmacy	\$179,708.41	\$205,701.57
	Grand Total	\$784,064.58	\$2,735,708.24

Current Paid Period: 06/2015 - 02/2016

Per Employee Per Month Costs			
	Minimum	Expected	Maximum
Single	\$202.53	\$474.05	\$541.93
w/Dependent	\$365.55	\$1,036.77	\$1,204.58
			\$1,570.72

Group Costs	
Total Fixed Costs + Paid Claims	\$1,361,403.68
Average Monthly Fixed Costs + Paid Claims	\$151,267.08
Minimum Cost	\$489,163.05
Expected Cost	\$1,228,283.45
Maximum Cost	\$1,413,065.85
Percent of Expected	110.8%
Percent of Maximum	96.3%

Paid Date	Enrollment					Fixed Costs		Claims			
	Subscriber /Single	Subscriber /Spouse	Subscriber /Child(ren)	Subscriber /Family	Total Contracts	Total Fee/ Premium	Subscriber	Dependent	Total	Capitation	Grand Total
Jun2013	137	25	13	7	182	\$45,089.53	\$12,089.07	\$9,007.70	\$21,096.77	\$147.62	\$21,244.39
Jul2013	137	26	13	6	182	\$44,517.84	\$23,316.99	\$16,585.23	\$39,902.22	\$168.36	\$40,070.58
Aug2013	135	25	13	5	178	\$44,517.84	\$18,435.32	\$15,651.28	\$34,086.60	\$156.77	\$34,243.37
Sep2013	137	26	14	5	182	\$44,486.26	\$47,915.06	\$15,378.57	\$63,293.63	\$155.55	\$63,449.18
Oct2013	143	25	14	5	187	\$44,543.02	\$25,040.11	\$12,047.03	\$37,087.14	\$165.31	\$37,252.45
Nov2013	145	26	14	5	190	\$46,870.33	\$23,459.65	\$8,254.08	\$31,713.73	\$168.36	\$31,882.09
Dec2013	145	26	14	5	190	\$45,867.18	\$18,006.11	\$8,706.72	\$26,712.83	\$148.84	\$26,861.67
Total:	979	179	95	38	1,291	\$315,892.00	\$168,262.31	\$85,630.61	\$253,892.92	\$1,110.81	\$255,003.73
Avg:	140	26	14	5	184	\$45,127.43	\$24,037.47	\$12,232.94	\$36,270.42	\$158.69	\$36,429.10

Billed Expenses	
Total Premium + Claims & Capitation	\$570,895.73
Average Monthly Premium + Claims & Capitation	\$81,556.53
Maximum Cost	\$907,226.94
% of Maximum	63%

Monthly Premiums			
	Min	Avg	Max
Single	\$203.18	\$376.19	\$542.58
w/Dependent	\$366.20	\$813.66	\$1,205.26

**Summary of Claimants \$10,000+
Benefits Paid 1/1/2016 - 9/30/2016**

	Class	Relationship	Paid
1	Active	Spouse	\$437,079.49
2	Active	Child	\$92,681.48
3	Active	Child	\$88,830.40
4	Active	Child	\$71,026.37
5	Retiree	Member	\$47,142.87
6	Active	Member	\$42,742.97
7	Active	Member	\$41,352.50
8	Retiree	Member	\$40,908.74
9	Active	Child	\$37,378.02
10	Retiree	Spouse	\$35,414.67
11	Retiree	Member	\$26,239.60
12	Active	Child	\$24,761.00
13	Active	Spouse	\$23,059.79
14	Retiree	Spouse	\$20,795.86
15	Active	DP	\$20,465.57
16	Active	Child	\$19,687.65
17	Active	Member	\$18,920.53
18	Active	Spouse	\$17,148.43
19	Active	Member	\$17,016.53
20	Retiree	Member	\$16,167.44
21	Active	Child	\$15,519.06
22	Retiree	Child	\$14,675.90
23	Retiree	Member	\$14,099.33
24	Active	Child	\$13,577.27
25	Retiree	Child	\$13,307.39
26	Active	Spouse	\$12,936.30
27	Retiree	Member	\$12,443.73
28	Active	Member	\$12,196.74
29	Active	Spouse	\$11,971.40
30	Active	Spouse	\$11,933.48
31	Retiree	Spouse	\$11,911.83
32	Active	Spouse	\$11,830.80
33	Active	Spouse	\$11,675.45
34	Active	Spouse	\$11,390.05
35	Retiree	Spouse	\$11,152.92
36	Active	Member	\$11,101.02
37	Active	Member	\$10,913.41
38	Active	Child	\$10,700.97
39	Active	Spouse	\$10,271.38
Total			\$1,372,428.34

Claimants by Threshold	#	%	Total	%	Average
\$10,000.00 - 24,999.99	28	71.8%	\$411,631.23	30.0%	\$14,701.12
\$25,000.00 - \$49,999.99	7	17.9%	\$271,179.37	19.8%	\$38,739.91
\$50,000.00 - \$124,999.99	3	7.7%	\$252,538.25	18.4%	\$84,179.42
\$125,000.00+	1	2.6%	\$437,079.49	31.8%	\$437,079.49
Total	39	100%	\$1,372,428.34	100%	

Claimants by Class	#	%	Total	%	Average
Active	27	69.2%	\$1,108,168.06	80.7%	\$41,043.26
Retiree	12	30.8%	\$264,260.28	19.3%	\$22,021.69
COBRA	0	0.0%	\$0.00	0.0%	\$0.00
Total	39	100%	\$1,372,428.34	100%	

Total Membership by Class	#	%
Active	202	81.1%
Retirees	45	18.1%
COBRA	2	0.8%
Total	249	100%

FloridaBlue Group Health Plan
Paid Claims by Paid Range & Member Type
Current Paid Period: 06/2015 - 01/2016

Paid Range	Relationship	Number of Members	% of Total	Paid Amount	% of Total
<\$1,000	SUBSCRIBER	122	48.61%	\$31,902.96	4.07%
	SPOUSE	17	6.77%	\$6,191.96	0.79%
	DEPENDENT	26	10.36%	\$10,823.29	1.38%
	Total	165	65.74%	\$48,918.21	6.24%
\$1,000 - \$9,999	SUBSCRIBER	50	19.92%	\$141,611.06	18.06%
	SPOUSE	11	4.38%	\$41,949.14	5.35%
	DEPENDENT	10	3.98%	\$32,936.54	4.20%
	Total	71	28.29%	\$216,496.74	27.61%
\$10,000 - \$24,999	SUBSCRIBER	6	2.39%	\$84,696.19	10.80%
	SPOUSE	1	0.40%	\$20,415.75	2.60%
	Total	7	2.79%	\$105,111.94	13.41%
\$25,000 - \$49,999	SUBSCRIBER	2	0.80%	\$60,329.83	7.69%
	Total	2	0.80%	\$60,329.83	7.69%
\$50,000+	SUBSCRIBER	1	0.40%	\$68,330.96	8.71%
	SPOUSE	3	1.20%	\$229,404.52	29.26%
	Total	4	1.59%	\$297,735.48	37.97%
Total	SUBSCRIBER	181	72.11%	\$386,871.00	49.34%
	SPOUSE	33	13.15%	\$342,428.87	43.67%
	DEPENDENT	37	14.74%	\$54,764.71	6.98%
	Total	251	100.00%	\$784,064.58	100.00%

Monthly Health Plan Accounting Summary
2016

Month	EE	ES	ES	EF	Total Subs	Attachment Level (Mln)	Attachment Level (125%)	Expected Claims (100%)	Claims Payment	% of Attachment	% of Expected	Premium Payment	Total Payment	Monthly Debit (20th)
12/2015	126	29	5	95	255	\$216,091.74	\$214,563.45	\$171,650.76	\$191,250.90	88.5%	89.1%	\$59,467.70	\$250,721.49	\$205,209.13
01/2016	127	30	4	93	254	\$237,064.48	\$237,064.48	\$189,651.58	\$114,515.67	48.3%	60.4%	\$58,102.32	\$172,619.56	\$249,353.22
02/2016	126	30	3	94	253	\$237,064.48	\$237,064.48	\$189,651.58	\$166,839.14	70.4%	88.0%	\$58,251.66	\$225,093.09	\$172,767.33
03/2016	125	31	3	94	253	\$237,064.48	\$237,064.48	\$189,651.58	\$193,716.87	81.7%	102.1%	\$58,250.13	\$251,969.66	\$225,089.27
04/2016	125	31	3	94	253	\$238,553.27	\$238,057.01	\$190,445.61	\$121,275.26	50.9%	63.7%	\$58,250.13	\$179,527.04	\$251,967.00
05/2016	124	31	3	94	252	\$238,553.27	\$238,602.90	\$190,882.32	\$154,003.97	64.5%	80.7%	\$58,128.21	\$212,134.28	\$179,403.47
06/2016	122	31	3	95	251	\$238,553.27	\$237,114.11	\$189,691.29	\$137,114.70	57.8%	72.3%	\$58,250.10	\$195,366.68	\$212,254.07
07/2016	121	31	4	94	250	\$238,553.27	\$236,617.85	\$189,294.28	\$206,224.09	86.4%	108.9%	\$57,994.08	\$264,221.00	\$195,108.78
08/2016	122	29	5	94	250	\$238,553.27	\$237,114.12	\$189,691.30	\$284,963.04	119.5%	150.2%	\$57,567.39	\$342,534.33	\$263,791.48
09/2016	120	30	5	95	250	\$238,553.27	\$235,526.08	\$189,420.86	\$229,766.03	96.3%	121.9%	\$58,481.70	\$288,250.89	\$343,444.74
10/2016	119	30	5	95	249	\$238,553.27	\$235,972.72	\$188,778.18	\$177,264.85	74.3%	93.9%	\$58,091.58	\$235,358.86	\$287,857.61
11/2016	118	30	6	95	249							\$58,311.00	\$58,311.00	\$235,575.85
12/2016														

01/2017

1/1 - 12/31

Total	1,349	334	44	1,037	2,764	\$2,381,066.33	\$2,370,198.23	\$1,896,158.58	\$1,785,683.62			\$639,678.30	\$2,425,386.38	\$2,616,612.82
Average	123	30	4	94	251	\$236,106.63	\$237,019.82	\$189,615.86	\$178,568.36	75.0%	75.3%	\$58,152.57	\$220,489.67	\$237,873.89

YTD Specific Stop Loss Payments \$366,255.73
YTD Aggregate Stop Loss Payments \$0.00

Monthly Bank Debits on the 20th of Each Month for: the Prior Month's Claims & Current Month's Premium (ie January Claims & February Premium to be Deducted on 2/20).

\$207,920.19 on Deposit with CIGNA to be applied to Runout Claims after Plan Termination

Does not include additional Vision & HSA Reimbursement programs or Insured Dental Plan

FloridaBlue Group Health Plan
High Cost Claims Summary (\$10,000+)
Current Paid Period: 06/2015 - 01/2016

Rank	Div	Relationship	Diagnosis Description	Inpatient		Outpatient		Professional		Pharmacy		Total	
				Days	Admits	Paid Amt	Visits	Paid Amt	Services	Paid Amt	# of Rx	Paid Amt	Billed Amt
1	001	SPOUSE	UNSPECIFIED SEPTICEMIA; BLOODSTREAM INFECTION DUE TO CENTRAL VENOUS CATHETER; ****	21	7	\$57,426.02	5	\$14,765.40	143	\$11,578.84	43	\$2,816.44	\$335,614.33
2	001	SPOUSE	ROTATOR CUFF (CAPSULE) SPRAIN AND STRAIN; OBSTRUCTIVE CHRONIC BRONCHITIS, WITH (ACUTE) EXACERBATION; MISSING OR UNKNOWN DIAGNOSIS CODE	12	2	\$45,861.70	33	\$9,270.81	104	\$13,270.80	76	\$6,134.13	\$332,952.41
3	001	SPOUSE	CHRONIC OR UNSPECIFIED GASTRIC ULCER WITH PERFORATION, WITHOUT MENTION OF OBSTRUCTION; MISSING OR UNKNOWN DIAGNOSIS CODE; LUMBAGO	8	1	\$49,023.73	6	\$4,012.04	74	\$11,537.56	36	\$4,708.15	\$163,848.63
4	001	SUBSCRIBER	MISSING OR UNKNOWN DIAGNOSIS CODE; HEMORRHAGE COMPLICATING A PROCEDURE; SPECIAL SCREENING FOR MALIGNANT NEOPLASMS, COLON	2	1	\$3,638.56	2	\$1,337.22	23	\$2,432.98	3	\$50,922.20	\$103,231.41
5	001	SPOUSE	ATRIAL FIBRILLATION; INTERMEDIATE CORONARY SYNDROME; PALPITATIONS	3	2	\$28,369.47	2	\$9,215.45	38	\$4,417.89	38	\$2,464.59	\$100,703.69
6	001	SUBSCRIBER	MALIGNANT NEOPLASM OF BREAST (FEMALE), UNSPECIFIED SITE; MALIGNANT NEOPLASM OF UPPER-OUTER QUADRANT OF FEMALE BREAST; OTHER (ABNORMAL) FINDINGS ON RADIOLOGICAL EXAMINATION OF BREAST	0	0	\$0.00	24	\$27,061.69	55	\$7,322.37	9	\$53.04	\$126,315.13
7	001	SUBSCRIBER	CELLULITIS AND ABSCESS OF UNSPECIFIED SITE; OTHER INFLAMMATORY DISORDER OF MALE GENITAL ORGANS; NONSPECIFIC (ABNORMAL) FINDINGS ON RADIOLOGICAL AND OTHER EXAMINATION OF ABDOMINAL AREA, INCLUDING RETROPERITONEUM	2	1	\$7,576.08	20	\$17,128.48	9	\$1,122.84	10	\$64.33	\$89,300.72
8	001	SPOUSE	MISSING OR UNKNOWN DIAGNOSIS CODE; ELDERLY MULTIGRAVIDA, DELIVERED, WITH MENTION OF ANTEPARTUM CONDITION; NORMAL DELIVERY	3	1	\$4,591.63	0	\$0.00	20	\$5,309.85	64	\$10,514.27	\$39,773.16
9	001	SUBSCRIBER	INTRACEREBRAL HEMORRHAGE; SPECIAL SCREENING FOR MALIGNANT NEOPLASMS, COLON; UNSPECIFIED INTRACRANIAL HEMORRHAGE	3	1	\$14,336.44	1	\$1,995.00	27	\$3,083.19	12	\$216.70	\$67,066.88
10	002	SUBSCRIBER	ACUTE VENOUS EMBOLISM AND THROMBOSIS OF UNSPECIFIED DEEP VESSELS OF LOWER EXTREMITY; ACUTE VENOUS EMBOLISM AND THROMBOSIS OF DEEP VESSELS OF PROXIMAL LOWER EXTREMITY; SWELLING OF LIMB	2	1	\$11,837.15	0	\$0.00	69	\$2,568.22	17	\$231.75	\$37,802.60
11	001	SUBSCRIBER	CALCULUS OF URETER; SPECIAL SCREENING FOR MALIGNANT NEOPLASMS, COLON; MISSING OR UNKNOWN DIAGNOSIS CODE	0	0	\$0.00	2	\$7,353.01	40	\$5,154.85	25	\$1,004.96	\$42,775.11
12	001	SUBSCRIBER	ATROPHIC GASTRITIS WITHOUT MENTION OF HEMORRHAGE; DIARRHEA; MISSING OR UNKNOWN DIAGNOSIS CODE	0	0	\$0.00	3	\$8,828.10	33	\$2,800.30	48	\$1,837.84	\$56,126.59
13	001	SUBSCRIBER	OTHER CHRONIC SINUSITIS; MISSING OR UNKNOWN DIAGNOSIS CODE; CHRONIC FRONTAL SINUSITIS	0	0	\$0.00	1	\$5,393.16	25	\$4,937.99	20	\$1,919.19	\$57,290.31
14	001	SUBSCRIBER	OTHER GENERAL SYMPTOMS; MISSING OR UNKNOWN DIAGNOSIS CODE; CELLULITIS AND ABSCESS OF UNSPECIFIED SITE	1	1	\$5,982.15	0	\$0.00	14	\$969.43	33	\$4,225.76	\$20,923.86
15	001	DEPENDENT	POST TERM PREGNANCY, UNSPECIFIED AS TO EPISODE OF CARE OR NOT APPLICABLE; NORMAL DELIVERY; ****	2	1	\$5,954.67	0	\$0.00	17	\$5,050.21	3	\$0.00	\$13,321.30
Total				59	19	\$234,597.60	98	\$105,361.46	691	\$81,578.22	437	\$97,112.35	\$1,587,046.13

Assurant Group Dental Plan

Fixed Costs & Paid Claims

Current Paid Period: 06/2015 - 12/2015

Month	Admin	Claims			Enrollment				
	Fee	Employee	Dependent	Total	Employee Only	Employee Spouse	Employee Child(ren)	Employee Family	Total
06/2015	\$890.00	\$5,804.50	\$2,522.80	\$8,327.30	133	28	19	20	200
07/2015	\$898.90	\$3,593.80	\$3,179.24	\$6,773.04	135	29	19	19	202
08/2015	\$930.05	\$2,312.00	\$4,583.80	\$6,895.80	139	30	19	21	209
09/2015	\$907.80	\$2,316.80	\$2,230.20	\$4,547.00	135	29	19	21	204
10/2015	\$881.10	\$2,873.70	\$1,998.23	\$4,871.93	131	29	19	19	198
11/2015	\$885.55	\$2,363.20	\$1,003.60	\$3,366.80	132	29	19	19	199
12/2015	\$898.90	\$5,244.50	\$1,411.00	\$6,655.50	135	29	19	19	202
01/2016									
02/2016									
03/2016									
04/2016									
05/2016									
Total	\$6,292.30	\$24,508.50	\$16,928.87	\$41,437.37	940	203	133	138	1,414
Average	\$898.90	\$3,501.21	\$2,418.41	\$5,919.62	134	29	19	20	202

Contributions		
Member	PEPM	Total
Employee Only	\$32.00	\$30,080.00
Employee w/Spouse	\$64.00	\$12,992.00
Employee w/Child(ren)	\$72.00	\$9,576.00
Employee w/Family	\$104.00	\$14,352.00
Total		\$67,000.00
Employer		
Fees		\$6,292.30
Claims		\$41,437.37
Total		\$47,729.67
Differential		(\$19,270.33)

Average Monthly Cost	
Employee Only	\$21.78
Employee w/Dependent	\$57.50



COMPLIANCE OVERVIEW

Provided by Service Planning Corporation

Employee Benefits Compliance Checklist for Large Employers

Federal law imposes numerous requirements on the group health coverage that employers provide to their employees. Many federal compliance laws apply to all group health plans, regardless of the size of the sponsoring employer. However, there are some additional requirements for large employers. For this purpose, a large employer is one with **50 or more employees**.

Unlike smaller employers, large employers must comply with the Affordable Care Act's (ACA) employer shared responsibility rules, the ACA's Form W-2 reporting rules and the Family and Medical Leave Act's (FMLA) requirements.

This Compliance Overview provides a checklist for employee benefit laws applicable to large employers.

LINKS AND RESOURCES

- Model COBRA notices are available on the DOL's [web page](#) for COBRA compliance
- Model FMLA notices are available through the DOL's [Wage and Hour Division](#)
- [Creditable coverage disclosure notices](#) under Medicare Part D are available through CMS
- [Model CHIPRA notice](#)

HIGHLIGHTS

ALL EMPLOYERS

- ACA's market reforms
- HIPAA portability, privacy and security rules
- Medicare Part D creditable coverage disclosures
- Mental health parity
- Minimum hospital stays for newborns and mothers

LARGE EMPLOYERS

- ACA's employer shared responsibility rules for ALEs
- Section 6056 reporting for ALEs
- FMLA
- Form W-2 reporting (cost of coverage)

Expansion of Small Group Market: Effective for plan years beginning on or after Jan. 1, 2016, the ACA was set to expand the small group market to include employers with up to 100 employees. Because most states define the small group market as including employers with up to 50 employees, this reform would have required employers with 50-100 employees to comply with rules applicable to the small group market.

However, on Oct. 7, 2015, President Barack Obama signed into law the [Protecting Affordable Coverage for Employees \(PACE\) Act](#), which repealed the ACA's small group market expansion requirement. As a result, states now have the option, but are not required, to expand their small group markets to include businesses with up to 100 employees. Most states continue to define their small group markets as including employers with 50 or fewer employees.

The ACA created several notice and disclosure obligations for group health plans, such as:

- **Statement of Grandfathered Status**—Plan administrator or issuer must provide this statement on a periodic basis with participant materials describing plan benefits, such as the summary plan description (SPD) and open enrollment materials. This requirement only applies to grandfathered plans.
- **Notice of Rescission**—Plan administrator or issuer must provide a notice of rescission to affected participants at least 30 days before the rescission occurs.
- **Notice of Patient Protections and Selection of Providers**—Plan administrator or issuer must provide a notice of patient protections/selection of providers whenever the SPD or similar description of benefits is provided to a participant. These provisions relate to the choice of a health care professional and benefits for emergency services. This requirement does not apply to grandfathered plans.
- **Uniform Summary of Benefits and Coverage**—Plan administrator or issuer must provide the uniform summary of benefits and coverage (SBC) to participants and beneficiaries at certain times, including upon application for coverage and at renewal. Plan administrators and issuers must also provide a 60-day advance notice of material changes to the summary that take place mid-plan year.
- **Exchange Notice** – Employers must provide all new hires with a written notice about the ACA's health insurance exchanges.

❑ W-2 Reporting

The Form W-2 reporting obligation applies to employers sponsoring group health plans. Small employers (those that file fewer than 250 W-2 Forms) are exempt until further guidance is provided. Employers that are not eligible for the small employer exemption were required to comply with this reporting requirement beginning with the 2012 tax year.

Employers must disclose the aggregate cost of employer-sponsored coverage provided to employees on the employees' W-2 Forms. The purpose of the reporting requirement is to provide information to

COBRA

COBRA applies to employers that had **20 or more employees** on more than 50 percent of the typical business days during the previous calendar year. COBRA requires employers to provide eligible employees and their dependents who would otherwise lose group health coverage as a result of a qualifying event with an opportunity to continue group health coverage.

COBRA includes a number of notice/disclosure requirements, such as the following:

- **Initial/General COBRA Notice**—Plan administrator must generally provide an explanation of COBRA coverage and rights within 90 days of when group health plan coverage begins.
- **Notice to Plan Administrator**—Employer must notify the plan administrator of certain qualifying events, such as an employee's termination or reduction in hours, an employee's death, an employee's Medicare entitlement and the employer's bankruptcy. The notice must be provided within 30 days of the qualifying event or the date coverage would be lost as a result of the qualifying event, whichever is later.
- **COBRA Election Notice**—Plan administrator must generally provide the COBRA election notice within 14 days after being notified of the qualifying event (or 44 days after the qualifying event if the employer is the plan administrator).
- **Notice of Unavailability of COBRA**—If an individual is not eligible for COBRA, the plan administrator must generally provide a notice of COBRA unavailability within 14 days after being notified of the qualifying event (or 44 days after the qualifying event if the employer is the plan administrator).
- **Notice of Early Termination of COBRA**—Plan administrator must provide an early termination notice as soon as practicable following the determination that COBRA coverage will terminate earlier than the end of the maximum coverage period.
- **Notice of Insufficient Payment**—Plan administrator must notify a qualified beneficiary that the COBRA payment was not significantly less than the correct amount before coverage is terminated for nonpayment.
- **Premium Change Notice**—Plan administrator should provide a notice of premium increase at least one month prior to the effective date.

[Model COBRA notices](#) are available from the DOL.

The Form 5500 is used to ensure that employee benefit plans are operated and managed according to ERISA's requirements. The filing requirements vary according to the type of ERISA plan. Unless an extension applies, the Form 5500 must be filed by the last day of the seventh month following the end of the plan year (that is, July 31 of the following year for calendar year plans).

A [proposed rule](#) from July 21, 2016, would eliminate the current Form 5500 filing exemption for small group health plans. Under the proposal, all ERISA-covered plans that provide group health benefits, regardless of size, would be required to file a Form 5500, including the new Schedule J (Group Health Plan Information), as well as any other applicable schedules. The proposed changes would apply to plan years beginning on or after Jan. 1, 2019.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

The FMLA applies to private sector employers with 50 or more employees in 20 or more workweeks in the current or preceding calendar year, as well as all public agencies and all public and private elementary and secondary schools. The FMLA provides eligible employees with job-protected leave for certain family and medical reasons. An employer must maintain group health coverage during the FMLA leave at the level and under the conditions that coverage would have been provided if the employee had not taken leave.

The FMLA requires employers to provide the following notices/disclosures:

- **General Notice**—Covered employers must prominently post a general FMLA notice where it can be readily seen by employees and applicants for employment. If the employer has any FMLA-eligible employees, it must also include the general notice in the employee handbook or other written employee guidance or distribute a copy of the notice to each employee upon hiring.
- **Eligibility/Rights and Responsibilities Notice**—Written guidance must be provided to an employee when he or she notifies the employer of the need for FMLA leave. The employer must detail the specific expectations and obligations of the employee, and explain the consequences for failing to meet these obligations.
- **Designation Notice**—After the employer has sufficient information, it must provide a designation notice informing the employee whether the leave is designated as FMLA leave.

[Model forms](#) are available from the DOL.

GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

GINA applies to group health plans and health insurance issuers. GINA prohibits health plans and health insurance issuers from discriminating based on genetic information. GINA generally prohibits group health plans and health insurance issuers from: (1) adjusting group premium or contribution amounts on the basis of genetic information; (2) requesting or requiring an individual or an individual's family

Special Rules for Fully Insured Plans – The plan sponsor of a fully insured health plan has limited responsibilities with respect to the Notice of Privacy Practices. The extent of its limited responsibilities depends on whether the plan sponsor has access to PHI for plan administration purposes.

- ✓ If the sponsor of a fully insured plan has access to PHI for plan administrative functions, it is required to maintain a Privacy Notice and to provide the notice upon request.
- ✓ If the sponsor of a fully insured plan does not have access to PHI for plan administrative functions, it is not required to maintain or provide a Privacy Notice.

A plan sponsor's access to enrollment information, summary health information and PHI that is released pursuant to a HIPAA authorization does not qualify as having access to PHI for plan administration purposes.

CHILDREN'S HEALTH INSURANCE PROGRAM REAUTHORIZATION ACT (CHIPRA)

States may offer eligible low-income children and their families a premium assistance subsidy to help pay for employer-sponsored coverage. If an employer's group health plan covers residents in a state that provides a premium subsidy, the employer must send an annual notice about the available assistance to all employees residing in the state. A [model notice](#) is available from the DOL.

MEDICARE PART D CREDITABLE COVERAGE DISCLOSURES

The Medicare Part D requirements apply to group health plan sponsors that provide prescription drug coverage to individuals who are eligible for Medicare Part D coverage. Employer-sponsored health plans offering prescription drug coverage to individuals who are eligible for coverage under Medicare Part D must comply with the following disclosure requirements:

- ***Disclosure Notices for Creditable or Non-Creditable Coverage***—A disclosure notice must be provided to Medicare Part D eligible individuals who are covered by, or apply for, prescription drug coverage under the employer's health plan. The purpose of the notice is to disclose the status (creditable or non-creditable) of the group health plan's prescription drug coverage. It must be provided at certain times, including before the Medicare Part D Annual Coordinated Election Period (Oct. 15 through Dec. 7 of each year).
- ***Disclosure to CMS***—On an annual basis (within 60 days after the beginning of the plan year) and upon any change that affects the plan's creditable coverage status, employers must disclose to the Centers for Medicare and Medicaid Services (CMS) whether the plan's coverage is creditable.

[Model forms](#) are available from CMS.

NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT (NMHPA)

The NMHPA applies to group health plans that provide maternity or newborn infant coverage. Under the NMHPA, group health plans may not restrict mothers' and newborns' benefits for hospital stays to less than 48 hours following a vaginal delivery and 96 hours following a delivery by cesarean section. The plan's SPD must include a statement describing the NMHPA's protections for mothers and newborns.

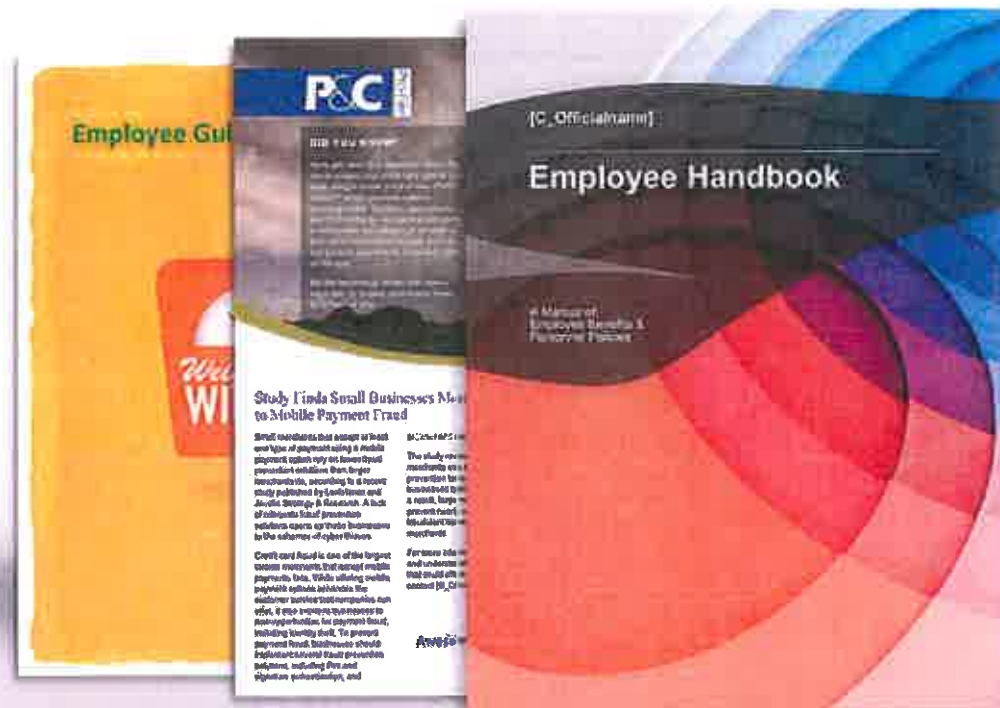
WOMEN'S HEALTH AND CANCER RIGHTS ACT (WHCRA)

The WHCRA applies to group health plans that provide coverage for mastectomy benefits. Plans with fewer than two participants who are current employees (for example, retiree health plans) are exempt. The WHCRA requires health plans that provide medical and surgical benefits for a mastectomy to also cover: (1) all stages of reconstruction of the breast on which a mastectomy has been performed; (2) surgery and reconstruction of the other breast to produce a symmetrical appearance; and (3) prostheses and physical complications of mastectomy, including lymphedemas.

Plans must provide a notice describing rights under WHCRA upon enrollment and on an annual basis after enrollment.

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(954) 492-0640

www.spcfl.com

SPC
Service Planning Corporation
Insurance & Financial Services

Answers To Your HR Questions Are Just a Phone Call Away with **Auto HR**

automatic human resource services



We are pleased to offer a new service to assist our clients.

Who do you call when you need an answer to an employment related question?

Now you can call Auto HR – (800)431-6799

The Auto HR Manager Help Line is a means for business owners, managers and others, within supervisory roles to receive support and immediate guidance with day-to-day employee-relations and employment issues.

Below are just a few of the situations Auto HR can help with:

- Employee Behavioral Issues
- Harassment and Discrimination Allegations
- Counseling With Employees About Company Policy Violations
- Excessive Absenteeism
- FMLA, ADA, TITLE VII and other employment-related regulations
- Termination for Cause
- Workplace Drug and Alcohol Problems
- Wage and Hour Compliance
- Unemployment Claim Guidance
-and much, much, more!

The toll-free number is answered by one of Auto HR's experienced consultants who will give practical step-by-step guidance and suggestions to resolve the situation in a lawful, yet sensitive manner.

The Manager Help Line is a powerful management tool which provides you with the resources to solve your HR problems before they become legal problems.

No Legal Advice. Client agrees and acknowledges that it has not retained Auto HR to provide legal advice of any kind and Client further acknowledges that Auto HR has no attorneys on staff. Auto HR may, however, retain counsel on behalf of Client and with Client's permission. Such legal counsel will be responsible for any legal advice they provide. Client will be responsible for fees due to legal counsel retained on Client's behalf.

Indemnity: Auto HR provides sound employee relations guidance from trained HR professionals. Our recommendations, however, are only as good as the completeness of the facts you communicate. Auto HR recognizes that you are the final decision-maker in all employment matters and you are always free to accept or reject any recommendations we provide. Auto HR services do not constitute legal advice. If Auto HR and Service Planning Corporation shall be subject to any claim, demand, or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by Client or Client's employees or agents, Client shall indemnify and hold Auto HR and Service Planning Corporation harmless against all judgments, settlements, penalties and expenses, including attorneys' fees, court costs, and other expenses of litigation or administrative proceeding, incurred by or imposed on Auto HR and Service Planning Corporation in connection with the investigation or defense relating to such claim, litigation, or administrative proceeding and, at the election of Auto HR, Client shall also defend Auto HR and Service Planning Corporation. Losses, claims, damages, or liabilities arising from Service Planning Corporation and Auto HR's gross negligence or willful misconduct, as determined in a final nonappealable judgment, are excluded from this indemnity obligation.

SPC
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automatic human resource services

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- COBRA Steps to Success
- FMLA Guidelines
- How to Hire, Discipline and Terminate
- State Employment Laws
- Job Description Builder
- Salary Benchmarking Tool
- HR Self-Assessment Tool
- Employee Cost Calculator
- Interview Question Builder
- Performance Review Builder
- Employee Handbook Builder
- Total Compensation Statement Builder
- Hundreds of Forms and Policies
- Federal and State Labor Law Posters
- Worker Safety & Wellness Tools
- HR News Alerts
- Frequently Asked Questions

For more information please contact:
Service Planning Corporation
954.492.0640
www.SPCFL.com

...and more!

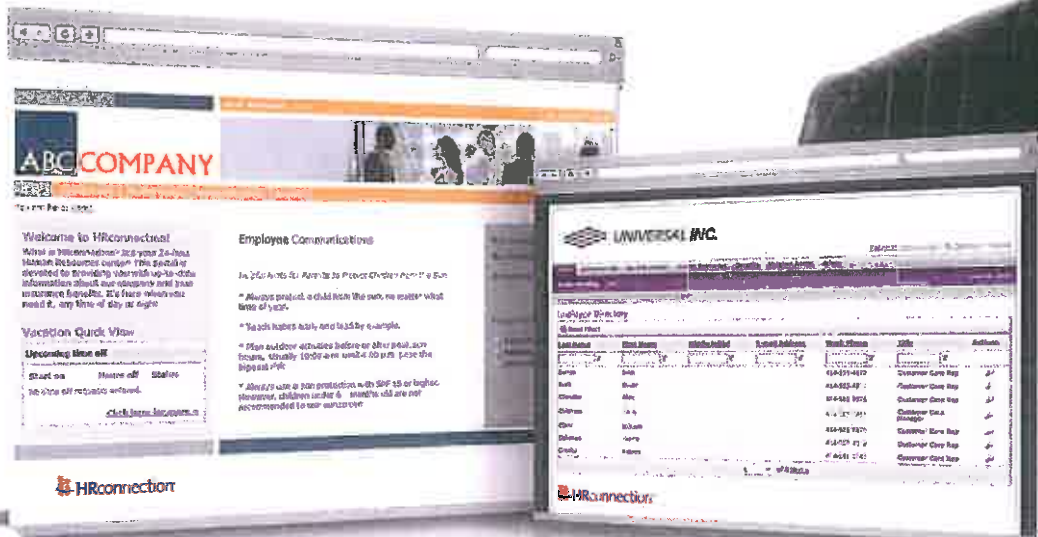
HR LIBRARY | HR TOOLS | HR FORMS | HR TRAINING

From supervising employees and staying compliant with Health Care Reform...to complying with federal and state labor laws, the HR Library stays with you every step of the way with attorney-reviewed tools, guidelines and forms.

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RATED HR FOR HUMAN RESOURCEFUL



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Choose the portal features that make sense to your firm such as online benefits elections and vacation tracking, plus scheduling pre-built "set it and forget it" or custom employee communication campaigns, all in one secure location.

EMPOWER USERS

HRconnection® provides employees access to company information including job postings, policies, forms and announcements, plus time-off requests, benefits elections, and other HR tasks. And mobile access makes connecting with HR even easier.

DO MORE WITH LESS

The ability to offer employees self-serve access to often-requested materials plus easy portal administration streamlines everyday tasks for all, while freeing up HR personnel to devote more time to strategic issues.

Get resourceful today with HRconnection®.

SPC
Service Planning Corporation
Insurance & Financial Services



4901 NW 17 Way • Suite 403
Fort Lauderdale, FL 33309-3775
Tel: 954.492.0640
Fax: 954.492.0650
Email: Info@SPCFL.com
Web: www.SPCFL.com

November 29, 2016

Charles Spencer
Procurement Division
400 NW 73rd Avenue
Plantation, FL 33317

Re: City of Plantation RFQ #042-16
Business Auto Liability

Dear Mr. Spencer:

With regard to the above, Service Planning Corporation does not own any company vehicles. All employees own their own vehicles which are properly insured in their own name.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rick Magill", is written over a horizontal line.

Rick Magill
President
Service Planning Corporation

Providing Service, Knowledge & Solutions Since 1990

Insurance & Financial Services offered by Rick Magill, LUTCF, ChFC, CASL, REBC
Registered Representative offering Securities through Ameritas Investment Corp (AIC) • Member FINRA/SIPC
AIC & Service Planning Corporation (SPC) are not affiliated.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
INFORMATION PAGE ENDORSEMENT
PAGE 01

THIS FORMS A PART OF
POLICY NO. 98-BT-N086-4

COVERAGE IS PROVIDED BY
STATE FARM FIRE AND CASUALTY COMPANY
3 RAVINIA DRIVE, ATLANTA GA 30346-2117

NAMED INSURED AND MAILING ADDRESS
SERVICE PLANNING CORP
C/O RICK MAGILL
4901 NW 17TH WAY STE 403
FT LAUDERDALE FL 33309-3773

FEIN 650218860

DUE TO AN AUDIT

FOR QUESTIONS, PROBLEMS, OR INFORMATION ABOUT COVERAGE CALL: (954) 788-9988

THE EFFECTIVE DATE IS 10/23/2016

THE EXPIRATION DATE IS 10/23/2017

POLICY CODE NOS., CLASSIFICATIONS, PREMIUM BASIS, RATES AND ESTIMATED
PREMIUMS ARE AMENDED AS FOLLOWS:

THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF
RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION
REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT

CODE NOS. AND CLASSIFICATIONS	PREMIUM BASIS TO- TAL ESTIMATED AN- NUAL REMUNERATION	RATE/\$100 REMUNERA- TION	ESTIMATED ANNUAL PREMIUM
8723 INSURANCE COMPANIES--INCLUDING CLERICAL & SALESPERSONS	250.117	.22	550
ERRORISM 9740 XPENSE CONSTANT INIMUM PREMIUM \$ 220 FLORIDA	250.117	.02	50 200 800
TOTAL ESTIMATED ANNUAL PREMIUM \$			

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

REPAIRED 11/21/2016
C 99 00 02 04-84

COUNTERSIGNED _____

EXHIBIT B

SCOPE OF SERVICES

(Exhibit B)

1. Scope of Services to be Provided by Consultant

Consultant will provide City with the consulting and brokerage services listed below:

A. Planning

- Assist in defining and prioritizing strategic health & welfare plan objectives
- Review vendor relationships / services
- Periodic review of employee demographics

B. Financial Analysis

- Financial review and analysis of experience reports
- Assess current funding arrangements for appropriateness and make recommendations as needed
- Evaluate current costs of benefits versus effectiveness of plan design
- Assess administrative service fees
- Analyze utilization data and cost containment results of medical management
- Provide trend analysis from available diagnostic and normative data
- Perform quarterly meetings with City staff, providing financial analysis

C. Actuarial Services

- Provide limited actuarial services, including projective funding needs for upcoming plan year and annual 112 filing reports

D. Renewal

- Analyze and negotiate renewals with vendors for all lines of coverage to include but not limited to medical, prescription, dental, vision and medical stop loss, life, disability and any other voluntary employee-paid benefit plans as identified by the City of Plantation
- Review vendor renewal methodology, experience data, and assumptions for accuracy and logic
- Develop and present alternative plan designs and provisions with associated financial and member impact analysis
- Assist in finalizing program design, rates and fees
- Provide an accurate renewal document and recommendations for delivery to senior management

E. Marketing

- Complete RFP (request for proposal) process if necessary
- Assist with development of plan specific lines of coverage including but not limited to medical, prescription, dental, medical stop loss and any voluntary plans as identified by the City of Plantation.
- Develop vendor performance guarantees with monetary penalties as necessary
- Provide pre-marketing evaluations of census data, network service areas, administrative needs Provide critical analysis and comparison of plan features and costs
- Assist in the scheduling of selected finalist site visits
- Assist in finalist negotiations
- Prepare and submit a summary report with recommendations to senior management
- Assist in the notification of all bidders as to the final outcome

F. Annual Enrollment

- Provide guidance on the delivering of a comprehensive communication strategy
- Assist with coordination of vendor sponsored communication material

G. Compliance

- Provide legislative updates as needed
- Provide signature ready Form 5500's if applicable
- Review plan documents and summary plan descriptions for regulatory compliance from a non-legal perspective

H. Account Management Services

- Serve as a liaison between the City and all insurance companies/vendors
- Assist an employee/employer as an advocate in the resolution of ongoing claims issues
- Assist with facilitating audits, confirm and manage all changes in legal documents (contracts, policies, SPD's, etc.) as necessary to remain compliant
- Monitor vendor goals and performance and report findings at quarterly meetings
- Review plan performance as directed
- Review and provide guidance of diagnostic data
- Identify and monitor potential catastrophic claims
- Review large claims management activity
- Review network utilization

I. Enrollment

- Employee plan selector module
- Employee enrollment meetings
- Collection and review of enrollment materials
- Enrollment communication to carrier
- Enrollment communication campaign

J. Employee Communication

- Employee newsletters
- Benefits education campaign
- Employee benefit statements
- Wellness campaign

K. Compliance Resources

- Health Care Reform news and information
- Health Care Reform penalty modeling
- Information on compliance with federal and/or state laws including:
 - COBRA
 - HIPAA
 - FMLA
 - Internal Revenue Code Section 125
 - Medicare Part D
 - Additional employment laws
- Summary Plan Description audit

L. Human Resources

- HRconnection Online Portal for employees to access HR/benefits information (or similar technology)
- Employee handbook
- Access to professional community
- Benchmark survey data
- HR library of forms

M. Stewardship Report

Consultant will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:

- Specific quantifiable and measurable goals and objectives for Consultant's team relating to City's programs; and
- Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing and information requirements.

Consultant is not qualified to provide tax or legal advice and encourages City to seek respective professional advice when necessary.

2. City's Responsibilities

City will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of City's personnel is limited, and judicious use of that time is a requirement of this Agreement. City will make timely payments of the service fees as set forth elsewhere in this Agreement.

3. Disclosure and Recordkeeping

A. Full Disclosure

City has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to City's insurance and risk management program. Consultant must seek approval from City prior to the use of any of the above in connection with the City's insurance and risk management program.

B. Recordkeeping

Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by City.

4. Performance Guarantee

City agrees to notify Consultant if not receiving satisfactory service and allow Consultant 15 business days to provide a written plan of action. If not remedied as soon as administratively feasible, Consultant agrees to apply a credit equal to 15% of the next quarterly fee due.

5. Personnel

Consultant will assign its personnel according to the needs of City and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause and will notify City in advance or as soon as administratively feasible. The Account Management Team consists of the following individuals:

Primary Service Team: Rick Magill, Consultant
Renee Schindler, Account Manager

6. Records and Information

Consultant agrees to keep any information provided by City confidential and to exercise reasonable and prudent cautions in protecting the confidentiality of such information. If the services provided by Consultant involve the use of protected health information, City and Consultant agree to enter into an appropriate business associate agreement.

7. Independent Contractor

It is understood and agreed that Consultant is engaged by City to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral or electronically transmitted (i.e., sent via facsimile or email) instructions from City as to policy and procedure.

8. Fiduciary Responsibility

City acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of City's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity.

City agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. City agrees to submit (or cause its agent, consultants or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

EXHIBIT C




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  DAVID L. COOLEY INS AGENCY INC. 1531 S CYPRESS RD POMPAN0 BEACH FL 33060	CONTACT NAME: DAVID L. COOLEY
	PHONE (A/C No. Ext): 954-788-9988 FAX (A/C No.): 954-788-9335
	E-MAIL ADDRESS: DAVID@DAVIDCOOLEY.NET
	INSURER(S) AFFORDING COVERAGE
	INSURER A: State Farm Florida Insurance Company NAIC # 10739
INSURED	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 0119179548013028

REVISION NUMBER: A

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Plantation
400 NW 73 Ave
Plantation FL 33317

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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State Farm®

Business Insurance (Fire Only)

Additional Insured/Certificate Holder Questionnaire

Policyholder Name: SERVICE PLANNING CORP

Policy Number: 98-TH-4447-1

Agent: David L Cooley

Note – Please review the following and compare it to the request by the third party:

- ▲ If the third party is only requesting *Proof of Insurance* please issue a Certificate of Insurance (COI). A copy of the COI does not need to be sent to the operations center.
- ▲ If the third party is requesting *Proof of Insurance, Certificate Holder Status AND cancellation notice*, please issue a COI, complete **Part One only** of this form and attach to an ECHO PT. There is no charge for Certificate Holder Status.
- ▲ If the third party is requesting *Proof of Insurance and Additional Insured status* please issue a COI, complete **Part One and Part Two** of this form and attach to an ECHO PT. Additional Insured status may result in an additional premium charge. One questionnaire per Additional Insured request is required.

Part One:

Third Party Name and Mailing Address:

City of Plantation

400 NW 73 Ave

Plantation FL 33317

Does the third party need to receive a copy of the cancellation notice? Yes ☐ No ☒

Part Two:

Effective Date of the endorsement: 02/01/2017

End of Contract Date: _____

What is the relationship between our Insured and Additional Insured? Describe the work or services being performed:

Servive Planning Corp. will be providing consulting services to the City of Plantation

Select **ALL** that apply for this Additional Insured Request:

<input type="checkbox"/> Designated Person or Organization (use: common general form for non-contractor requests and events/trade shows)	
<input type="checkbox"/> Designated Premises (use <i>only</i> if third party is requesting) Choose all that apply to request: Section I <input type="checkbox"/> Section II <input type="checkbox"/> Loss of Income <input type="checkbox"/>	
<input type="checkbox"/> Engineers, Architects or Surveyors - *Blanket <input type="checkbox"/> Scheduled <input type="checkbox"/> Primary Non-Contributory (not avail w/Blanket) <input type="checkbox"/>	
<input type="checkbox"/> Grantor of Franchise	
<input type="checkbox"/> Grantor of Licenses – coverage defaults to <i>Blanket</i> , select <i>Scheduled</i> if desired Scheduled <input type="checkbox"/>	
<input type="checkbox"/> Lessor of Leased Equipment Provide Lease Amount: _____	
<input type="checkbox"/> Loss Payee – <i>must select one of the following</i> :	
<input type="checkbox"/> Part A: Loss Payable: Description/Interest: _____	Loan Number: _____
<input type="checkbox"/> Part B: Lender's Loss Payable: Description/Interest: _____	Loan Number: _____
<input type="checkbox"/> Part C: Contract of Sale Description/Interest: _____	Loan Number: _____
<input type="checkbox"/> Managers or Lessors of Premises (use for Landlords, not for use with property managers)	
<input type="checkbox"/> Mortgagee, Assignee, or Receiver - Primary Non-Contributory <input type="checkbox"/>	
<input type="checkbox"/> Owners, Lessees, or Contractors (use: our insured is doing work for the AI) *Blanket <input type="checkbox"/> Scheduled <input type="checkbox"/>	
<input checked="" type="checkbox"/> State or Political Subdivisions – Permits Choose one: For work <input checked="" type="checkbox"/> For Premises <input type="checkbox"/>	
<input type="checkbox"/> Vendor - Provide Annual Sales: _____	Product: _____
<input type="checkbox"/> Other:	

*Blanket AI Coverage not available in California

Does the AI need to receive a copy of the declarations at issuance/renewal? Yes ☒ No ☐

Does the policy need to be endorsed with a Waiver of Subrogation? Yes ☐ No ☒

Note: A Waiver of Subrogation cannot be added to a blanket AI. A Waiver may be attached to a scheduled AI specifically naming the entity to which it applies.

EXHIBIT D

Consultants Annual Professional Fee**Exhibit D**

Year	Annual	Increase	3 Yr Average	Monthly	Quarterly
1	\$147,000.00				
2	\$151,410.00	3%			
3	\$155,952.30	3%	\$151,500.00	\$12,625.00	\$37,875.00

Billing Dates	Quarterly Billed Fee
2/1/2017 - 3/31/2017	\$25,250.00
4/1/2017 - 3/31/2020	\$37,875.00



City of Plantation
City Council Chambers

Subject:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 19, 2017 through February 1, 2017 for the City of Plantation's Gateway Development District.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 19, 2017 through February 1, 2017 for the City of Plantation's Gateway Development District.

ATTACHMENTS:

Description	Upload Date	Type
Bill List Gateway Cover & Week 1	2/2/2017	Cover Memo
Bill List Gateway Week 2	2/2/2017	Cover Memo

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXPENDITURES AND
APPROPRIATIONS REFLECTED IN THE WEEKLY EXPENDITURE REPORT
FOR THE PERIOD January 19, 2017 THROUGH February 01, 2017
THE PLANTATION GATEWAY DEVELOPMENT DISTRICT

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PLANTATION GATEWAY DEVELOPMENT DISTRICT, that:

The expenditures reflected on the attached weekly Expenditure Reports from the Plantation Gateway Development District's funds are herewith approved and ratified. The planned and actual appropriations and expenditures shown in said reports are hereby authorized, ratified, and approved and shall be funded from existing revenue sources. For those planned and actual appropriations and expenditures that exceed the total prior approved budget amount at the fund level, as amended, the appropriate fund's budget is hereby increased by that amount necessary to accommodate the planned and actual expenditure and appropriations for the fund as listed in the attached reports. A copy of the said weekly reports will be filed with the City Clerk of the City of Plantation with a copy of the Resolution attached thereto.

APPROVED AND ADOPTED BY THE CITY COUNCIL SITTING AS THE BOARD OF DIRECTORS OF THE PLANTATION GATEWAY DEVELOPMENT DISTRICT THIS Wednesday, February 8, 2017.

Chairperson

ATTEST:

City Clerk

Approval:

Finance

Date

Administration

Date

Plantation Gateway Development District

Computer Check Register

Check Dates 1/19/2017 to 1/25/2017



<u>Check</u>	<u>Vendor</u>	<u>Checks Voided</u>	<u>Amount</u>	<u>Check Date</u>
142845	BROWARD CO WATER & WASTEWATER SERVICES		722.48	01/25/2017
142846	COAST PUMP WATER TECHNOLOGIES		113.00	01/25/2017
			<u>835.48</u>	

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

Plantation Gateway Development District**Check & Credit Register Detail****Check Dates 1/19/2017 to 1/25/2017**

<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
BROWARD CO WATER & WASTEWATER SERVICES						
	01/25/2017	142845	Computer			
				722.48	112-0000	Water/wastewater
				722.48		
COAST PUMP WATER TECHNOLOGIES						
	01/25/2017	142846	Computer			
				113.00	112-0000	R/M-Grounds
				113.00		
		Sum of Computer Checks		835.48		
		Sum of Manual Checks				
		Total		835.48		

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

Plantation Gateway Development District
Check & Payment Register Fund Summary
Check Dates 1/19/2017 to 1/25/2017



<u>Fund</u>	<u>Fund Name</u>	<u>Computer Checks</u>	<u>Manual Checks</u>	<u>Credits</u>	<u>Total</u>
112	Plantation Gateway Dev Dist	835.48			835.48
		<u>835.48</u>			<u>835.48</u>

Plantation Gateway Development District

Computer Check Register

Check Dates 1/26/2017 to 2/1/2017



<u>Check</u>	<u>Vendor</u>	<u>Checks Voided</u>	<u>Amount</u>	<u>Check Date</u>
142911	BROWARD CO WATER & WASTEWATER SERVICES		748.11	02/01/2017
143056	FLORIDA POWER & LIGHT COMPANY		365.11	02/01/2017
143004	PLANTATION UTILITIES		4,054.89	02/01/2017
143051	RESIDEX LLC		147.00	02/01/2017
			<u>5,315.11</u>	

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

Plantation Gateway Development District**Check & Credit Register Detail****Check Dates 1/26/2017 to 2/1/2017**

<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
BROWARD CO WATER & WASTEWATER SERVICES						
	02/01/2017	142911	Computer	748.11	112-0000	Water/wastewater
				748.11		
FLORIDA POWER & LIGHT COMPANY						
	02/01/2017	143056	Computer	365.11	112-0000	Electricity
				365.11		
PLANTATION UTILITIES						
	02/01/2017	143004	Computer	4,054.89	112-0000	Water/wastewater
				4,054.89		
RESIDEX LLC						
	02/01/2017	143051	Computer	147.00	112-0000	R/M-Grounds
				147.00		
		Sum of Computer Checks		5,315.11		
		Sum of Manual Checks				
		Total		5,315.11		

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

Plantation Gateway Development District
Check & Payment Register Fund Summary
Check Dates 1/26/2017 to 2/1/2017



<u>Fund</u>	<u>Fund Name</u>	<u>Computer Checks</u>	<u>Manual Checks</u>	<u>Credits</u>	<u>Total</u>
112	Plantation Gateway Dev Dist	5,315.11			5,315.11
		<u>5,315.11</u>			<u>5,315.11</u>



City of Plantation
City Council Chambers

Subject:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 19, 2017 through February 1, 2017 for the City of Plantation's Midtown Development District.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 19, 2017 through February 1, 2017 for the City of Plantation's Midtown Development District.

ATTACHMENTS:

Description	Upload Date	Type
Bill List Midtown Cover & Week 2	2/2/2017	Cover Memo

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXPENDITURES AND
APPROPRIATIONS REFLECTED IN THE WEEKLY EXPENDITURE REPORT
FOR THE PERIOD January 19, 2017 THROUGH February 01, 2017
THE PLANTATION MIDTOWN DEVELOPMENT DISTRICT

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PLANTATION MIDTOWN DEVELOPMENT DISTRICT, that:

The expenditures reflected on the attached weekly Expenditure Reports from the Plantation Midtown Development District's funds are herewith approved and ratified. The planned and actual appropriations and expenditures shown in said reports are hereby authorized, ratified, and approved and shall be funded from existing revenue sources. For those planned and actual appropriations and expenditures that exceed the total prior approved budget amount at the fund level, as amended, the appropriate fund's budget is hereby increased by that amount necessary to accommodate the planned and actual expenditure and appropriations for the fund as listed in the attached report. A copy of the said weekly reports will be filed with the City Clerk of the City of Plantation with a copy of the Resolution attached thereto.

APPROVED AND ADOPTED BY THE CITY COUNCIL SITTING AS THE BOARD OF DIRECTORS OF THE PLANTATION MIDTOWN DEVELOPMENT DISTRICT THIS Wednesday, February 8, 2017.

Chairperson

ATTEST:

City Clerk

Approval:

Finance

Date

Administration

Date

Plantation Midtown Development District

Computer Check Register

Check Dates 1/26/2017 to 2/1/2017



<u>Check</u>	<u>Vendor</u>	<u>Checks Voided</u>	<u>Amount</u>	<u>Check Date</u>
143055	FLORIDA POWER & LIGHT COMPANY		1,613.40	02/01/2017
			<u>1,613.40</u>	

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

Plantation Midtown Development District
Check & Credit Register Detail
Check Dates 1/26/2017 to 2/1/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
FLORIDA POWER & LIGHT COMPANY						
	02/01/2017	143055	Computer			
				1,613.40	109-0000	Electricity
				1,613.40		
			Sum of Computer Checks	1,613.40		
			Sum of Manual Checks			
			Total	1,613.40		

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

Plantation Midtown Development District
Check & Payment Register Fund Summary
Check Dates 1/26/2017 to 2/1/2017



<u>Fund</u>	<u>Fund Name</u>	<u>Computer Checks</u>	<u>Manual Checks</u>	<u>Credits</u>	<u>Total</u>
109	Plantation Midtown Dev Dist	1,613.40			1,613.40
		<u>1,613.40</u>			<u>1,613.40</u>



City of Plantation
City Council Chambers

Subject:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 19, 2017 through February 1, 2017 for the City of Plantation.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 19, 2017 through February 1, 2017 for the City of Plantation.

ATTACHMENTS:

Description

Bill List General Cover & Week 1
Bill List General Week 2

Upload Date

2/2/2017
2/2/2017

Type

Cover Memo
Cover Memo

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXPENDITURES AND
APPROPRIATIONS REFLECTED IN THE WEEKLY EXPENDITURE REPORT
FOR THE PERIOD January 19, 2017 THROUGH February 01, 2017

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA, that:

The expenditures reflected on the attached weekly Expenditure Reports from all City funds are herewith approved and ratified. The planned and actual appropriations and expenditures shown in said reports are hereby authorized, ratified, and approved and shall be funded from existing revenue sources. For those planned and actual appropriations and expenditures that exceed the total prior approved budget amount at the fund level, as amended, the appropriate fund's budget is hereby increased by that amount necessary to accommodate the planned and actual expenditures and appropriations for the fund as listed in the attached reports. A copy of the said weekly reports will be filed with the City Clerk of the City of Plantation with a copy of the Resolution attached thereto.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA, THIS Wednesday, February 8, 2017.

Mayor

ATTEST:

City Clerk

Approval:

Finance

Date

Administration

Date

City of Plantation

Computer Check Register

Check Dates 1/19/2017 to 1/25/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
142683	A&A EZ PARTY RENTALS	220.00	01/25/2017
142684	AARON NOTARY APPOINTMENT SERVICES INC	69.00	01/25/2017
142685	ACF ENVIRONMENTAL	351.66	01/25/2017
142687	ACT NOW AED INC	910.00	01/25/2017
142686	ACTION GATOR TIRE	177.11	01/25/2017
142688	ACUSHNET CO TITLEIST & FOOTJOY	158.35	01/25/2017
142689	AFLAC	13,817.42	01/25/2017
142564	Garnishment	58.61	01/19/2017
142691	ALFA LAVAL INC	540.44	01/25/2017
142692	ALLIED UNIVERSAL CORPORATION	2,633.51	01/25/2017
142693	ALLSTATE RESOURCE MANAGEMENT INC	8,736.00	01/25/2017
142694	ALSCO INC	87.69	01/25/2017
142695	AMAZON HOSE & RUBBER COMPANY	334.17	01/25/2017
142696	AMERICAN NATIONAL RED CROSS	31.50	01/25/2017
142697	AMERICAN PLUMBING INC	10.76	01/25/2017
142698	AMERICAN SOLUTION FOR BUSINESS	364.88	01/25/2017
142699	AMERIGAS PROPANE LP	276.51	01/25/2017
142682	AMPROS TROPHY KINGS OF FLORIDA INC	196.00	01/25/2017
142700	AMS TRANSMISSION INC	1,395.00	01/25/2017
142701	ANDIROSY DISTRIBUTION CORP	88.68	01/25/2017
142559	Garnishment	296.77	01/19/2017
142561	Garnishment	369.23	01/19/2017
142702	APPAREL BRIDGE LLC dba CHASE54	781.20	01/25/2017
142703	ARC BROWARD	639.51	01/25/2017
142705	AT& T	130.54	01/25/2017
142706	AT&T MOBIITY	301.55	01/25/2017
142704	ATLANTIC RADIO TELEPHONE INC	772.35	01/25/2017
142707	ATT TELECONFERENCE SERVICES	30.00	01/25/2017
142708	AZ SOUTHEAST DISTRIBUTORS LLC	161.82	01/25/2017
142709	BANG PSYCHOLOGY & ASSOCIATES	300.00	01/25/2017
142711	BENNETT AUTO SUPPLY INC	1,762.18	01/25/2017
142712	BILL2PAY	3,510.02	01/25/2017
142713	BLANCHARD MACHINERY	171.60	01/25/2017
142717	BOARD OF COUNTY COMMISSIONERS	20.00	01/25/2017
142739	BOULEVARD TIRE CENTER	1,049.50	01/25/2017
142715	BOUND TREE MEDICAL LLC	63.32	01/25/2017
142716	BRADLEY SPECIALTIES INC	75.75	01/25/2017

City of Plantation

Computer Check Register

Check Dates 1/19/2017 to 1/25/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
142718	BRENNTAG MID-SOUTH INC	540.00	01/25/2017
142555	BROWARD CO POLICE BENEVOLENT ASSOCIATION	232.10	01/19/2017
142721	BROWARD CO WATER & WASTEWATER SERVICES	1,204.41	01/25/2017
142719	BROWARD COLLEGE	4,000.00	01/25/2017
142722	BROWARD COUNTY BOARD OF COUNTY COMMISSIONI	36.00	01/25/2017
142723	BRYANT MILLER OLIVE PA	7,733.15	01/25/2017
142724	BURKHARD'S TRACTOR & EQUIPMENT INC	139.19	01/25/2017
142726	CAN-AM GOLF GROUP LLC	1,940.40	01/25/2017
142728	CHENEY BROTHERS INC	2,567.69	01/25/2017
142769	CINDY JONES	1,129.92	01/25/2017
142729	CINTAS CORPORATION NO 017	1,803.44	01/25/2017
142730	COAST PUMP WATER TECHNOLOGIES	634.16	01/25/2017
142731	COLORADO BANKERS LIFE INSURANCE CO	60.00	01/25/2017
142557	COMCAST	100.35	01/19/2017
142732	COMCAST	194.93	01/25/2017
142847	COMCAST	136.93	01/25/2017
142733	COMPBENEFITS COMPANY	18,352.14	01/25/2017
000314	CRAVEN THOMPSON & ASSOCIATES INC	5,028.78	01/25/2017
142690	DANIEL AGOLIA	138.00	01/25/2017
142734	DEBBIE MCKEEVER - PETTY CASH	58.85	01/25/2017
142735	DECEPTION CONTROL INC	105.50	01/25/2017
142736	DEERE & COMPANY AG & TURF	8,217.28	01/25/2017
142738	DIAMOND R FERTILIZER CO INC	840.00	01/25/2017
142566	Garnishment	154.62	01/19/2017
142725	DOLORES M CAMPBELL	955.99	01/25/2017
142737	DON HILLMAN INC	235.07	01/25/2017
142740	EAST PICKER GOLF PRODUCTS INC	661.91	01/25/2017
142741	ECONOMY AUTO UPHOLSTERY	150.00	01/25/2017
142744	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	500.00	01/25/2017
142742	ERICKS CONSULTANTS INC	9,000.00	01/25/2017
142743	ERIN ELECTRICAL ENTERPRISES INC	1,368.59	01/25/2017
142745	EXPRESS DRAIN & SEWER CLEANING INC	2,200.00	01/25/2017
142746	FASTENAL COMPANY	224.53	01/25/2017
142747	FERGUSON ENTERPRISES INC	420.10	01/25/2017
142748	FISHER SCIENTIFIC COMPANY LLC	558.09	01/25/2017
142749	FLORIDA SECTION AMERICAN	30.00	01/25/2017
142720	FRANCINE BROWN	250.00	01/25/2017
142750	GLOBAL TRADING INC	222.10	01/25/2017

City of Plantation

Computer Check Register

Check Dates 1/19/2017 to 1/25/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
142751	GOLD NUGGETT dba ARGO UNIFORM CO	834.56	01/25/2017
142752	GOODYEAR COMMERCIAL TIRE & SERVICE CENTER	1,875.99	01/25/2017
142754	GRAINGER	4,273.43	01/25/2017
142755	GRAYBAR	1,326.20	01/25/2017
142558	GREATER PLANTATION CHAMBER OF COMMERCE	8,000.00	01/19/2017
142756	GREEN THUMB LAWN & GARDEN LLC	177.73	01/25/2017
142800	GUIDANT MANAGEMENT GROUP LLC	507.20	01/25/2017
142760	H & H LIQUID SLUDGE DISPOSAL INC	43,780.32	01/25/2017
142757	HACH COMPANY	445.12	01/25/2017
000315	HAZEN & SAWYER PC	39,162.50	01/25/2017
142758	HAZEN & SAWYER PC	7,840.00	01/25/2017
142759	HEALTHCARE ENVIRONMENTAL SERVICES LLC	48.15	01/25/2017
142826	HECTOR TURF	542.34	01/25/2017
142761	HOME DEPOT CREDIT SERVICES	1,055.81	01/25/2017
142762	HOWARD FERTILIZER & CHEMICAL CO INC	711.49	01/25/2017
142763	HUCKLEBERRY NOTARY BONDING INC	120.95	01/25/2017
142764	IMPERIAL ELECTRIC & LIGHTING	41.28	01/25/2017
142765	IMPERIAL ELECTRIC INC	29,750.00	01/25/2017
142766	INDUSTRIAL HOSE & HYDRAULICS INC	432.69	01/25/2017
142767	INSIGHT PUBLIC SECTOR INC	10,957.00	01/25/2017
142768	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	100.00	01/25/2017
142560	Garnishment	304.99	01/19/2017
142710	JEFFREY BEAUREGARD	138.00	01/25/2017
142787	JOSEPH JAMES MERCOGLIANO	210.00	01/25/2017
142770	JWC ENVIRONMENTAL LLC	1,112.16	01/25/2017
142771	KAMAN INDUSTRIAL TECHNOLOGIES CORP.	4,638.80	01/25/2017
142727	KATHLEEN CARTER	1,625.76	01/25/2017
142795	Kira O'Brien	138.00	01/25/2017
142772	KIRLIN FLORIDA LLC	553,405.59	01/25/2017
142773	KONICA MINOLTA BUSINESS SOLUTIONS	2,586.09	01/25/2017
142778	KORI LODER	138.00	01/25/2017
142777	L & L DISTRIBUTORS INC	343.85	01/25/2017
142774	LABORATORY CORPORATION OF AMERICA HOLDINGS	136.75	01/25/2017
142775	LEHIGH OUTFITTERS LLC	683.49	01/25/2017
142776	LEXIS NEXIS A DIVISION OF RELX INC	100.00	01/25/2017
000316	LMK PIPE RENEWAL LLC	36,950.00	01/25/2017
142779	LUKES HEAVY TRUCKS & EQUIPMENT	87.68	01/25/2017
142783	M & B ENVIRONMENTAL SOLUTIONS INC	7,848.52	01/25/2017

City of Plantation

Computer Check Register

Check Dates 1/19/2017 to 1/25/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
142788	M & H AUTOMOTIVE INC	1,587.83	01/25/2017
142780	MACMILLAN OIL COMPANY LLC	18,142.64	01/25/2017
142753	MARTIN GRADY	710.56	01/25/2017
142782	MASSEY YARDLEY DODGE CHRYSLER JEEP RAM	307.07	01/25/2017
142784	MCKINSEY STEEL & SUPPLY OF FL INC	260.00	01/25/2017
142785	MD NOW MEDICAL CENTERS INC	673.00	01/25/2017
142786	MELROSE SUPPLY & SALES CORP	900.00	01/25/2017
142789	MIDWEST MEDICAL SUPPLY CO LLC	775.70	01/25/2017
142714	MOLLY BLANCO	135.00	01/25/2017
142563	Garnishment	320.76	01/19/2017
142790	MSC INDUSTRIAL SUPPLY CO INC	106.02	01/25/2017
142791	NATALIE'S TOUCH ENVIRONMENTAL SERVICES INC	1,497.58	01/25/2017
142792	NEWARK ELEMENT 14	265.00	01/25/2017
142793	NORTRAX INC	152.53	01/25/2017
142794	NU-TURF LAWN & GARDEN	328.00	01/25/2017
142796	OFFICE DEPOT INC	327.96	01/25/2017
142797	PACE ANALYTICAL SERVICES INC	655.00	01/25/2017
142799	PINNACLE DATA SYSTEMS LLC	17,087.14	01/25/2017
142565	Garnishment	228.55	01/19/2017
142802	PUBLIC RESOURCES MANAGEMENT GROUP INC	285.60	01/25/2017
142801	PUBLIX SUPERMARKETS INC	80.19	01/25/2017
142803	PUMPTRONICS USA LLC	291.22	01/25/2017
142804	PURPLE YOGINI	50.00	01/25/2017
142805	QUINCY COMPRESSOR LLC	1,949.65	01/25/2017
142554	Garnishment	480.00	01/19/2017
142806	RAPID SECURITY SOLUTIONS, LLC	111.00	01/25/2017
142844	READYREFRESH	26.52	01/25/2017
142807	RESIDEX LLC	96.00	01/25/2017
142808	REV RTC INC dba HALL-MARK RTC	876.43	01/25/2017
142809	ROTH SOUTHEAST LIGHTING LLC	349.00	01/25/2017
142810	SAFETY-KLEEN SYSTEMS INC	466.26	01/25/2017
142811	SAFEWASTE OF FLORIDA LLC	103.00	01/25/2017
142812	SAWGRASS FORD INC	1,860.38	01/25/2017
142813	SEAVEY GARDEN & EQUIPMENT CENTER	95.85	01/25/2017
142814	SEVEN C'S LINEN SERVICE	194.60	01/25/2017
142556	Garnishment	369.23	01/19/2017
142815	SHERIFF OF BROWARD COUNTY	4,645.37	01/25/2017
142816	SHERWIN WILLIAMS COMPANY	666.69	01/25/2017

City of Plantation**Computer Check Register****Check Dates 1/19/2017 to 1/25/2017**

<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
142817	SIGNAL TECHNOLOGY INC	250.00	01/25/2017
142818	SOLARES CONTROLS	1,121.00	01/25/2017
142819	STAPLES ADVANTAGE	497.89	01/25/2017
142820	STONER & ASSOCIATES INC	3,700.00	01/25/2017
142821	SUNRISE COLLISION INC	1,155.30	01/25/2017
142822	SUN-SENTINEL COMPANY LLC	900.65	01/25/2017
142823	SUNSHINE GUARDRAIL CORP	1,208.00	01/25/2017
142567	SUNTRUST BANK SO FL NA	11,977.86	01/19/2017
142824	SUPERSPORTS OF BROWARD COUNTY INC	240.00	01/25/2017
142825	SUPPLYWORKS	988.34	01/25/2017
142781	THE MARLIN COMPANY	730.00	01/25/2017
142828	TIRESOLES OF BROWARD INC	1,571.78	01/25/2017
142829	TOSHIBA BUSINESS SOLUTIONS USA INC	63.96	01/25/2017
142830	TOTAL TRUCK PARTS INC	2,182.20	01/25/2017
142831	TRIBRIDGE HOLDINGS LLC	323.75	01/25/2017
142832	TSC ASSOCIATES INC	1,600.00	01/25/2017
142833	TT&S INC	140.00	01/25/2017
142568	Garnishment	144.80	01/19/2017
142836	UNITED HEALTHCARE INSURANCE CO - BP	58,596.96	01/25/2017
142835	UNITED PARCEL SERVICE INC	27.72	01/25/2017
142837	US HEALTHWORKS MEDICAL GROUP OF FL INC	175.00	01/25/2017
142838	VERIZON WIRELESS	252.49	01/25/2017
142839	VERIZON WIRELESS	1,600.88	01/25/2017
142840	VERIZON WIRELESS	354.00	01/25/2017
142562	Garnishment	344.82	01/19/2017
142841	WEEKLEY ASPHALT PAVING INC	784.49	01/25/2017
142842	WELLS FARGO FINANCIAL LEASING INC	198.00	01/25/2017
142827	WILLIAM TIGHE II	1,660.64	01/25/2017
142798	WINDSTREAM AND/OR PAETEC COMMUNICATIONS	2,164.22	01/25/2017
142843	WOOL PLUMBING SUPPLY	152.09	01/25/2017
		<u>1,028,011.46</u>	

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

City of Plantation**Manual Check Register****Posted Dates 1/19/2017 to 1/25/2017**

<u>Payment</u>	<u>Vendor</u>	<u>Amount</u>	<u>Posting Date</u>
W00000000000211744	AIG Retirement	51,427.05	01/19/2017
W00000000000211741	FLORIDA SDU	4,987.20	01/20/2017
W00000000000211742	FRATERNAL ORDER OF POLICE LODGE 31	3,447.15	01/19/2017
W00000000000211743	General Employees Pension Fund	71,796.77	01/19/2017
W00000000000211746	GUIDANT MANAGEMENT GROUP LLC	55,851.63	01/19/2017
W00000000000211754	Internal Revenue Service	636,273.24	01/23/2017
W00000000000211745	Police Pension Fund	36,260.23	01/19/2017
W00000000000211740	UNITED HEALTHCARE	121,662.34	01/19/2017
		<hr/> 981,705.61 <hr/>	

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

City of Plantation
Check & Credit Register Detail
Check Dates 1/19/2017 to 1/25/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
A&A EZ PARTY RENTALS						
	01/25/2017	142683	Computer			
				220.00	449-4922	Rentals
				220.00		
AARON NOTARY APPOINTMENT SERVICES INC						
	01/25/2017	142684	Computer			
				69.00	001-1500	Memberships/Schools
				69.00		
ACF ENVIRONMENTAL						
	01/25/2017	142685	Computer			
				351.66	449-4924	R/M-Grounds
				351.66		
ACT NOW AED INC						
	01/25/2017	142687	Computer			
				910.00	001-4400	Supplies-Medical
				910.00		
ACTION GATOR TIRE						
	01/25/2017	142686	Computer			
				39.99	001-3900	R/M-Tires
				68.56	440-0100	R/M Tires
				68.56	440-0200	R/M Tires
				177.11		
ACUSHNET CO TITLEIST & FOOTJOY						
	01/25/2017	142688	Computer			
				158.35	449-0000	Inventory-Pro Shop Merchandise
				158.35		
AFLAC						
	01/25/2017	142689	Computer			
				13,817.42	880-0000	Accrued AFLAC Ins Pay

City of Plantation
Check & Credit Register Detail
Check Dates 1/19/2017 to 1/25/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				13,817.42	
Garnishment					
	01/19/2017	142564	Computer		
				<u>58.61</u>	880-0000 Accrued Emp Garnishment
				58.61	
ALFA LAVAL INC					
	01/25/2017	142691	Computer		
				<u>540.44</u>	440-0200 R/M-Equipment
				540.44	
ALLIED UNIVERSAL CORPORATION					
	01/25/2017	142692	Computer		
				<u>2,633.51</u>	440-0200 Supplies-Chemicals
				2,633.51	
ALLSTATE RESOURCE MANAGEMENT INC					
	01/25/2017	142693	Computer		
				1,996.00	001-7500 R/M-Grounds
				106.00	001-7500 R/M-Maintenance contract
				125.00	440-0200 R/M-Grounds
				5,664.00	449-4924 R/M-Maintenance contract
				<u>845.00</u>	460-5200 R/M-Maintenance contract
				8,736.00	
ALSCO INC					
	01/25/2017	142694	Computer		
				<u>87.69</u>	449-4920 R/M-Maintenance contract
				87.69	
AMAZON HOSE & RUBBER COMPANY					
	01/25/2017	142695	Computer		
				<u>334.17</u>	440-0200 R/M-Equipment
				334.17	

City of Plantation
Check & Credit Register Detail
Check Dates 1/19/2017 to 1/25/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
AMERICAN NATIONAL RED CROSS						
	01/25/2017	142696	Computer			
				31.50	001-7532	Memberships/Schools
				31.50		
AMERICAN PLUMBING INC						
	01/25/2017	142697	Computer			
				10.76	001-5500	R/M-Structures
				10.76		
AMERICAN SOLUTION FOR BUSINESS						
	01/25/2017	142698	Computer			
				364.88	001-1903	Printing and binding
				364.88		
AMERIGAS PROPANE LP						
	01/25/2017	142699	Computer			
				276.51	449-4922	Supplies-Fuel
				276.51		
AMPROS TROPHY KINGS OF FLORIDA INC						
	01/25/2017	142682	Computer			
				196.00	001-0000	Suspense
				196.00		
AMS TRANSMISSION INC						
	01/25/2017	142700	Computer			
				1,395.00	001-4300	R/M-Vehicles
				1,395.00		
ANDIROSY DISTRIBUTION CORP						
	01/25/2017	142701	Computer			
				88.68	449-0000	Inventory-Groceries
				88.68		

Garnishment

City of Plantation
Check & Credit Register Detail
Check Dates 1/19/2017 to 1/25/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/19/2017	142559	Computer	296.77	880-0000	Accrued Emp Garnishment
				296.77		
Garnishment						
	01/19/2017	142561	Computer	369.23	880-0000	Accrued Emp Garnishment
				369.23		
APPAREL BRIDGE LLC dba CHASE54						
	01/25/2017	142702	Computer	781.20	449-0000	Inventory-Pro Shop Merchandise
				781.20		
ARC BROWARD						
	01/25/2017	142703	Computer	639.51	115-6600	Public services
				639.51		
AT& T						
	01/25/2017	142705	Computer	130.54	440-0200	Communications
				130.54		
AT&T MOBIITY						
	01/25/2017	142706	Computer	301.55	440-0100	Communications
				301.55		
ATLANTIC RADIO TELEPHONE INC						
	01/25/2017	142704	Computer	102.98	001-1100	Communications
				205.96	001-3900	Communications
				257.45	001-4300	Communications
				205.96	001-5500	Communications

City of Plantation
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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				772.35		
ATT TELECONFERENCE SERVICES						
	01/25/2017	142707	Computer			
				30.00	001-1100	Communications
				30.00		
AZ SOUTHEAST DISTRIBUTORS LLC						
	01/25/2017	142708	Computer			
				161.82	449-0000	Inventory-Groceries
				161.82		
BANG PSYCHOLOGY & ASSOCIATES						
	01/25/2017	142709	Computer			
				300.00	001-3900	Employment testing services
				300.00		
BENNETT AUTO SUPPLY INC						
	01/25/2017	142711	Computer			
				909.25	001-0000	Inventory-Garage
				12.09	001-3505	R/M-Vehicles
				402.65	001-3900	R/M-Vehicles
				52.97	001-3900	Supplies-Janitorial
				42.98	001-3900	Tools/Under threshold furn/equip
				300.30	001-7500	R/M-Vehicles
				20.97	440-0100	R/M-Vehicles
				20.97	440-0200	R/M-Vehicles
				1,762.18		
BILL2PAY						
	01/25/2017	142712	Computer			
				1,755.01	440-0100	Misc contractual services
				1,755.01	440-0200	Misc contractual services
				3,510.02		
BLANCHARD MACHINERY						

City of Plantation
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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/25/2017	142713	Computer			
				171.60	440-0200	R/M-Vehicles
				171.60		
BOARD OF COUNTY COMMISSIONERS						
	01/25/2017	142717	Computer			
				20.00	001-1903	Advertising
				20.00		
BOULEVARD TIRE CENTER						
	01/25/2017	142739	Computer			
				1,049.50	001-4400	R/M-Vehicles
				1,049.50		
BOUND TREE MEDICAL LLC						
	01/25/2017	142715	Computer			
				63.32	001-4400	Supplies-Medical
				63.32		
BRADLEY SPECIALTIES INC						
	01/25/2017	142716	Computer			
				37.87	440-0100	Supplies-Office
				37.88	440-0200	Supplies-Office
				75.75		
BRENNTAG MID-SOUTH INC						
	01/25/2017	142718	Computer			
				540.00	440-0200	Supplies-Chemicals
				540.00		
BROWARD CO POLICE BENEVOLENT ASSOCIATION						
	01/19/2017	142555	Computer			
				232.10	880-0000	Accrued PBA Dues Pay
				232.10		
BROWARD CO WATER & WASTEWATER SERVICES						

City of Plantation
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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/25/2017	142721	Computer	1,204.41	440-0200	Waste disposal
				1,204.41		
BROWARD COLLEGE						
	01/25/2017	142719	Computer	4,000.00	001-3900	Personnel Training-Non 2nd dollar
				4,000.00		
BROWARD COUNTY BOARD OF COUNTY COMMISSI						
	01/25/2017	142722	Computer	36.00	440-0200	Waste disposal
				36.00		
BRYANT MILLER OLIVE PA						
	01/25/2017	142723	Computer	7,733.15	001-2700	Consultants-Labor
				7,733.15		
BURKHARD'S TRACTOR & EQUIPMENT INC						
	01/25/2017	142724	Computer	94.68	001-5500	R/M-Equipment
				44.51	001-7500	R/M-Equipment
				139.19		
CAN-AM GOLF GROUP LLC						
	01/25/2017	142726	Computer	1,940.40	449-0000	Commissions Payable - Canadian Wholesale
				1,940.40		
CHENEY BROTHERS INC						
	01/25/2017	142728	Computer	1,263.90	449-0000	Inventory-Groceries
				1,098.98	449-4922	Supplies/Materials-Expendable
				109.89	449-4922	Supplies-Fuel
				94.92	449-4922	Supplies-Janitorial

City of Plantation
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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				2,567.69	
CINDY JONES					
	01/25/2017	142769	Computer		
				<u>1,129.92</u>	001-7532 Outside instructors
				1,129.92	
CINTAS CORPORATION NO 017					
	01/25/2017	142729	Computer		
				6.60	001-4300 R/M-Vehicles
				7.13	001-5500 Supplies/Materials-Expendable
				355.24	001-5500 Supplies-Uniforms/Protective gear
				7.13	001-5900 Supplies/Materials-Expendable
				118.62	001-5900 Supplies-Uniforms/Protective gear
				7.13	001-6711 Supplies/Materials-Expendable
				77.86	001-6711 Supplies-Uniforms/Protective gear
				49.63	001-6712 Supplies-Uniforms/Protective gear
				117.65	001-7500 Supplies-Janitorial
				420.66	001-7500 Supplies-Uniforms/Protective gear
				7.13	113-1300 Supplies/Materials-Expendable
				43.86	113-1300 Supplies-Uniforms/Protective gear
				287.30	440-0100 Supplies-Uniforms/Protective gear
				180.02	440-0200 Supplies-Uniforms/Protective gear
				81.83	449-4924 Rentals
				7.13	460-5200 Supplies/Materials-Expendable
				<u>28.52</u>	460-5200 Supplies-Uniforms/Protective gear
				1,803.44	
COAST PUMP WATER TECHNOLOGIES					
	01/25/2017	142730	Computer		
				401.88	001-5500 R/M-Grounds
				<u>232.28</u>	001-7500 R/M-Grounds
				634.16	
COLORADO BANKERS LIFE INSURANCE CO					

City of Plantation
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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/25/2017	142731	Computer	60.00	880-0000	Accrued Life(Critical Illness)
				60.00		
COMCAST						
	01/19/2017	142557	Computer	100.35	001-5300	Allocation Acct-Medical Onsite Clinic
				100.35		
	01/25/2017	142732	Computer	194.93	001-7500	Communications
				194.93		
	01/25/2017	142847	Computer	136.93	001-7500	Communications
				136.93		
COMPBENEFITS COMPANY						
	01/25/2017	142733	Computer	15,537.45	001-5300	Allocation Acct-Dental HMO fees
				2,184.91	001-5300	Allocation Acct-Dental PPO fees
				629.78	880-0000	Accrued Vision Care Payable
				18,352.14		
CRAVEN THOMPSON & ASSOCIATES INC						
	01/25/2017	000314	Computer	4,153.58	405-0000	CIP - Pltn Gardens/Historical Area Wtr Main
				875.20	405-0000	CIP - Pltn Gardens/Phase IIB Wtr Main Reh
				5,028.78		
DANIEL AGOGLIA						
	01/25/2017	142690	Computer	138.00	001-3900	Food and shelter
				138.00		
DEBBIE MCKEEVER - PETTY CASH						

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/25/2017	142734	Computer			
				17.12	440-0100	Transportation costs
				41.73	440-0200	Transportation costs
				58.85		
DECEPTION CONTROL INC						
	01/25/2017	142735	Computer			
				13.30	001-1500	Employment testing services
				13.30	001-5500	Employment testing services
				13.30	001-5900	Employment testing services
				39.00	001-7500	Employment testing services
				13.30	001-7532	Employment testing services
				13.30	001-7533	Employment testing services
				105.50		
DEERE & COMPANY AG & TURF						
	01/25/2017	142736	Computer			
				8,217.28	001-7500	Capital Outlay: Machinery and Equipment
				8,217.28		
DIAMOND R FERTILIZER CO INC						
	01/25/2017	142738	Computer			
				840.00	449-4924	Supplies-Chemicals
				840.00		
Garnishment						
	01/19/2017	142566	Computer			
				154.62	880-0000	Accrued Emp Garnishment
				154.62		
DOLORES M CAMPBELL						
	01/25/2017	142725	Computer			
				955.99	001-7532	Outside instructors
				955.99		
DON HILLMAN INC						

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/25/2017	142737	Computer			
				235.07	001-4300	R/M-Equipment
				235.07		
EAST PICKER GOLF PRODUCTS INC						
	01/25/2017	142740	Computer			
				661.91	449-4923	Supplies/Materials-Expendable
				661.91		
ECONOMY AUTO UPHOLSTERY						
	01/25/2017	142741	Computer			
				150.00	001-4400	R/M-Vehicles
				150.00		
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE						
	01/25/2017	142744	Computer			
				250.00	440-0100	R/M-Maintenance contract
				250.00	440-0200	R/M-Maintenance contract
				500.00		
ERICKS CONSULTANTS INC						
	01/25/2017	142742	Computer			
				9,000.00	001-8852	Consultants
				9,000.00		
ERIN ELECTRICAL ENTERPRISES INC						
	01/25/2017	142743	Computer			
				1,368.59	440-0200	R/M-Lift station-materials
				1,368.59		
EXPRESS DRAIN & SEWER CLEANING INC						
	01/25/2017	142745	Computer			
				2,200.00	449-4924	R/M-Structures
				2,200.00		
FASTENAL COMPANY						

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/25/2017	142746	Computer			
				139.01	001-4300	R/M-Vehicles
				42.76	440-0100	Tools/Under threshold furn/equip
				42.76	440-0200	Tools/Under threshold furn/equip
				224.53		
FERGUSON ENTERPRISES INC						
	01/25/2017	142747	Computer			
				141.00	440-0100	R/M-Equipment
				279.10	440-0200	R/M-Equipment
				420.10		
	01/24/2017	CMM0735723	Credit			
				-141.00	440-0100	R/M-Equipment
				-141.00	440-0200	R/M-Equipment
				-282.00		
FISHER SCIENTIFIC COMPANY LLC						
	01/25/2017	142748	Computer			
				269.34	440-0100	Supplies/Equipment - Laboratory
				288.75	440-0200	Supplies/Equipment - Laboratory
				558.09		
FLORIDA SECTION AMERICAN						
	01/25/2017	142749	Computer			
				30.00	440-0100	Memberships/Schools
				30.00		
FRANCINE BROWN						
	01/25/2017	142720	Computer			
				250.00	001-0000	Refunds-Rec Trac System
				250.00		
GLOBAL TRADING INC						
	01/25/2017	142750	Computer			
				222.10	001-4400	Supplies-Uniforms/Protective gear

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				222.10	
GOLD NUGGETT dba ARGO UNIFORM CO					
	01/25/2017	142751	Computer		
				834.56	001-3900 Supplies-Uniforms/Protective gear
				834.56	
GOODYEAR COMMERCIAL TIRE & SERVICE CENTER					
	01/25/2017	142752	Computer		
				1,875.99	001-4400 R/M-Vehicles
				1,875.99	
GRAINGER					
	01/25/2017	142754	Computer		
				14.95	440-0100 Supplies/Materials-Expendable
				46.62	440-0100 Supplies-Uniforms/Protective gear
				1,579.53	440-0100 Tools/Under threshold furn/equip
				831.06	440-0200 R/M-Lift station-materials
				14.95	440-0200 Supplies/Materials-Expendable
				46.63	440-0200 Supplies-Uniforms/Protective gear
				1,739.69	440-0200 Tools/Under threshold furn/equip
				4,273.43	
GRAYBAR					
	01/25/2017	142755	Computer		
				1,326.20	440-0200 R/M-Equipment
				1,326.20	
GREATER PLANTATION CHAMBER OF COMMERCE					
	01/19/2017	142558	Computer		
				8,000.00	001-1100 Econ Dev Services and Promotional Activities
				8,000.00	
GREEN THUMB LAWN & GARDEN LLC					
	01/25/2017	142756	Computer		
				177.73	001-0000 Inventory-Garage

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				177.73		
GUIDANT MANAGEMENT GROUP LLC						
	01/25/2017	142800	Computer			
				57.80	449-4920	Outside service fees
				160.50	449-4922	Outside service fees
				32.10	449-4923	Outside service fees
				256.80	449-4924	Outside service fees
				507.20		
H & H LIQUID SLUDGE DISPOSAL INC						
	01/25/2017	142760	Computer			
				43,780.32	440-0200	Waste disposal
				43,780.32		
HACH COMPANY						
	01/25/2017	142757	Computer			
				222.56	440-0100	Supplies/Equipment - Laboratory
				222.56	440-0200	Supplies/Equipment - Laboratory
				445.12		
HAZEN & SAWYER PC						
	01/25/2017	000315	Computer			
				4,876.00	405-0000	CIP - Retrofit/Replace Water Plant Generat
				34,286.50	405-0000	CIP-Regional Wastewater Treatment Plant I
				39,162.50		
	01/25/2017	142758	Computer			
				7,840.00	440-0100	Engineering
				7,840.00		
HEALTHCARE ENVIRONMENTAL SERVICES LLC						
	01/25/2017	142759	Computer			
				48.15	001-3900	R/M-Maintenance contract
				48.15		

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
HECTOR TURF						
	01/25/2017	142826	Computer	47.20	001-7500	R/M-Equipment
				768.74	449-4924	R/M-Vehicles
				815.94		
	01/23/2017	1475564	Credit	-273.60	449-4924	R/M-Vehicles
				-273.60		
HOME DEPOT CREDIT SERVICES						
	01/25/2017	142761	Computer	366.40	001-3505	Tools/Under threshold furn/equip
				15.06	001-3900	Tools/Under threshold furn/equip
				8.98	001-4300	R/M-Structures
				9.97	001-4300	Supplies-Uniforms/Protective gear
				107.91	001-4300	Tools/Under threshold furn/equip
				25.71	001-5500	Supplies/Materials-Expendable
				19.98	001-7500	R/M-Grounds
				21.97	113-1300	Supplies/Materials-Expendable
				253.64	113-1300	Tools/Under threshold furn/equip
				8.57	440-0100	Supplies/Materials-Expendable
				8.57	440-0200	Supplies/Materials-Expendable
				23.21	449-4923	Supplies/Materials-Expendable
				54.92	449-4924	R/M-Grounds
				57.67	449-4924	R/M-Structures
				45.31	449-4924	Supplies/Materials-Expendable
				27.94	449-4924	Supplies-Janitorial
				1,055.81		
HOWARD FERTILIZER & CHEMICAL CO INC						
	01/25/2017	142762	Computer	711.49	449-4924	Supplies-Chemicals
				711.49		

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
HUCKLEBERRY NOTARY BONDING INC						
	01/25/2017	142763	Computer	120.95	001-3900	Memberships/Schools
				120.95		
IMPERIAL ELECTRIC & LIGHTING						
	01/25/2017	142764	Computer	41.28	001-4300	R/M-Structures
				41.28		
IMPERIAL ELECTRIC INC						
	01/25/2017	142765	Computer	29,750.00	440-0100	R/M-Wells
				29,750.00		
INDUSTRIAL HOSE & HYDRAULICS INC						
	01/25/2017	142766	Computer	432.69	001-4300	R/M-Vehicles
				432.69		
INSIGHT PUBLIC SECTOR INC						
	01/23/2017	1100512952	Credit	-394.00	001-3900	Tools/Under threshold furn/equip
				-394.00		
	01/23/2017	1100514134	Credit	-68.56	001-3900	JAG-Non capital outlay
				-68.56		
	01/23/2017	1100514721	Credit	-205.68	001-3900	JAG-Non capital outlay
				-205.68		
	01/25/2017	142767	Computer	10,635.00	001-3900	Capital Exp: LLEBG
				716.00	001-3900	JAG-Non capital outlay

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				11,351.00		
INTERNATIONAL INSTITUTE OF MUNICIPAL CLERK						
	01/25/2017	142768	Computer	100.00	001-1500	Memberships/Schools
				100.00		
Garnishment						
	01/19/2017	142560	Computer	304.99	880-0000	Accrued Emp Garnishment
				304.99		
JEFFREY BEAUREGARD						
	01/25/2017	142710	Computer	138.00	001-3900	Food and shelter
				138.00		
JOSEPH JAMES MERCOGLIANO						
	01/25/2017	142787	Computer	210.00	001-3900	Food and shelter
				210.00		
JWC ENVIRONMENTAL LLC						
	01/25/2017	142770	Computer	1,112.16	440-0200	R/M-Equipment
				1,112.16		
KAMAN INDUSTRIAL TECHNOLOGIES CORP.						
	01/25/2017	142771	Computer	552.43	440-0100	R/M-Equipment
				4,086.37	440-0200	R/M-Equipment
				4,638.80		
KATHLEEN CARTER						
	01/25/2017	142727	Computer	1,625.76	001-7533	Outside instructors

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				1,625.76	
Kira O'Brien					
	01/25/2017	142795	Computer		
				<u>138.00</u>	001-3900 Food and shelter
				138.00	
KIRLIN FLORIDA LLC					
	01/25/2017	142772	Computer		
				<u>553,405.59</u>	443-0000 CIP-Sewerage System Capital Improvement
				553,405.59	
KONICA MINOLTA BUSINESS SOLUTIONS					
	01/25/2017	142773	Computer		
				290.28	001-1500 R/M-Maintenance contract
				185.75	001-1903 R/M-Maintenance contract
				493.44	001-2700 R/M-Maintenance contract
				368.23	001-3505 R/M-Maintenance contract
				374.32	001-4300 R/M-Maintenance contract
				349.94	440-0100 R/M-Maintenance contract
				349.94	440-0200 R/M-Maintenance contract
				<u>174.19</u>	449-4920 R/M-Maintenance contract
				2,586.09	
KORI LODER					
	01/25/2017	142778	Computer		
				<u>138.00</u>	001-3900 Food and shelter
				138.00	
L & L DISTRIBUTORS INC					
	01/25/2017	142777	Computer		
				<u>343.85</u>	001-0000 Inventory-Garage
				343.85	
LABORATORY CORPORATION OF AMERICA HOLDING					
	01/25/2017	142774	Computer		

City of Plantation
Check & Credit Register Detail
Check Dates 1/19/2017 to 1/25/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				19.75	001-5500	Employment testing services
				19.75	001-5900	Employment testing services
				19.00	001-6711	Employment testing services
				39.50	001-7500	Employment testing services
				19.75	001-7533	Employment testing services
				9.50	440-0100	Employment testing services
				9.50	440-0200	Employment testing services
				136.75		
LEHIGH OUTFITTERS LLC						
	01/25/2017	142775	Computer			
				100.00	001-4700	Supplies-Uniforms/Protective gear
				99.89	001-5500	Supplies-Uniforms/Protective gear
				97.47	001-7500	Supplies-Uniforms/Protective gear
				100.00	001-7533	Supplies-Uniforms/Protective gear
				188.96	440-0100	Supplies-Uniforms/Protective gear
				97.17	440-0200	Supplies-Uniforms/Protective gear
				683.49		
LEXIS NEXIS A DIVISION OF RELX INC						
	01/25/2017	142776	Computer			
				100.00	001-3900	R/M-Maintenance contract
				100.00		
LMK PIPE RENEWAL LLC						
	01/25/2017	000316	Computer			
				36,950.00	405-0000	CIP - Gravity Sewer Laterals Rehab
				36,950.00		
LUKES HEAVY TRUCKS & EQUIPMENT						
	01/25/2017	142779	Computer			
				43.84	440-0100	R/M-Vehicles
				43.84	440-0200	R/M-Vehicles
				87.68		

City of Plantation
Check & Credit Register Detail
Check Dates 1/19/2017 to 1/25/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
M & B ENVIRONMENTAL SOLUTIONS INC						
	01/25/2017	142783	Computer			
				7,848.52	440-0200	R/M-Lift station-materials
				7,848.52		
M & H AUTOMOTIVE INC						
	01/25/2017	142788	Computer			
				54.03	001-0000	Inventory-Garage
				49.62	001-3900	R/M-Vehicles
				99.36	001-4300	R/M-Vehicles
				23.96	001-4300	Supplies/Materials-Expendable
				34.12	001-4300	Tools/Under threshold furn/equip
				47.75	001-5500	R/M-Equipment
				23.70	001-5500	Supplies/Materials-Expendable
				6.28	001-7500	R/M-Vehicles
				1,077.11	113-1300	R/M-Vehicles
				42.67	440-0100	R/M-Vehicles
				42.66	440-0200	R/M-Vehicles
				94.09	449-4924	R/M-Vehicles
				77.88	449-4924	Supplies/Materials-Expendable
				1,673.23		
	01/23/2017	715048	Credit			
				-70.50	113-1300	R/M-Vehicles
				-70.50		
	01/23/2017	715342	Credit			
				-4.75	001-4300	R/M-Vehicles
				-4.75		
	01/23/2017	716717	Credit			
				-10.15	001-5500	R/M-Equipment
				-10.15		
MACMILLAN OIL COMPANY LLC						
	01/25/2017	142780	Computer			

City of Plantation
Check & Credit Register Detail
Check Dates 1/19/2017 to 1/25/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				18,142.64	001-0000	Inventory-Gasoline PW
				18,142.64		
MARTIN GRADY						
	01/25/2017	142753	Computer	710.56	001-7532	Outside instructors
				710.56		
MASSEY YARDLEY DODGE CHRYSLER JEEP RAM						
	01/25/2017	142782	Computer	307.07	001-3900	R/M-Vehicles
				307.07		
MCKINSEY STEEL & SUPPLY OF FL INC						
	01/25/2017	142784	Computer	260.00	001-4300	R/M-Structures
				260.00		
MD NOW MEDICAL CENTERS INC						
	01/25/2017	142785	Computer	606.00	001-3900	Employment testing services
				33.50	440-0100	Employment testing services
				33.50	440-0200	Employment testing services
				673.00		
MELROSE SUPPLY & SALES CORP						
	01/25/2017	142786	Computer	900.00	001-7500	R/M-Grounds
				900.00		
MIDWEST MEDICAL SUPPLY CO LLC						
	01/25/2017	142789	Computer	775.70	001-4400	Supplies-Medical
				775.70		
MOLLY BLANCO						

City of Plantation
Check & Credit Register Detail
Check Dates 1/19/2017 to 1/25/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/25/2017	142714	Computer	135.00	001-0000	Refunds-Rec Trac System
				135.00		
Garnishment						
	01/19/2017	142563	Computer	320.76	880-0000	Accrued Emp Garnishment
				320.76		
MSC INDUSTRIAL SUPPLY CO INC						
	01/25/2017	142790	Computer	106.02	440-0200	R/M-Equipment
				106.02		
NATALIE'S TOUCH ENVIRONMENTAL SERVICES INC						
	01/25/2017	142791	Computer	1,497.58	001-7500	R/M-Maintenance contract
				1,497.58		
NEWARK ELEMENT 14						
	01/25/2017	142792	Computer	265.00	440-0200	R/M-Equipment
				265.00		
NORTRAX INC						
	01/25/2017	142793	Computer	152.53	440-0200	R/M-Vehicles
				152.53		
NU-TURF LAWN & GARDEN						
	01/25/2017	142794	Computer	310.00	001-7500	R/M-Grounds
				18.00	460-5200	Materials/Labor-Drainage system
				328.00		
OFFICE DEPOT INC						

City of Plantation
Check & Credit Register Detail
Check Dates 1/19/2017 to 1/25/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/25/2017	142796	Computer	327.96	001-7500	Supplies-Office
				327.96		
PACE ANALYTICAL SERVICES INC						
	01/25/2017	142797	Computer	522.00	440-0100	Chemical analysis
				133.00	440-0200	Chemical analysis
				655.00		
PINNACLE DATA SYSTEMS LLC						
	01/25/2017	142799	Computer	761.40	001-1903	Postage/shipping charges
				178.20	001-1903	Printing and binding
				6,654.48	440-0100	Postage/shipping charges
				1,419.29	440-0100	Printing and binding
				6,654.49	440-0200	Postage/shipping charges
				1,419.28	440-0200	Printing and binding
				17,087.14		
Garnishment						
	01/19/2017	142565	Computer	228.55	880-0000	Accrued Emp Garnishment
				228.55		
PUBLIC RESOURCES MANAGEMENT GROUP INC						
	01/25/2017	142802	Computer	142.80	440-0100	Engineering
				142.80	440-0200	Engineering
				285.60		
PUBLIX SUPERMARKETS INC						
	01/25/2017	142801	Computer	80.19	449-0000	Inventory-Groceries
				80.19		

City of Plantation
Check & Credit Register Detail
Check Dates 1/19/2017 to 1/25/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
PUMPTRONICS USA LLC						
	01/25/2017	142803	Computer			
				145.61	440-0100	R/M-Vehicles
				145.61	440-0200	R/M-Vehicles
				291.22		
PURPLE YOGINI						
	01/25/2017	142804	Computer			
				50.00	001-7500	Outside instructors
				50.00		
QUINCY COMPRESSOR LLC						
	01/25/2017	142805	Computer			
				1,949.65	440-0100	R/M-Equipment
				1,949.65		
Garnishment						
	01/19/2017	142554	Computer			
				480.00	880-0000	Accrued Emp Garnishment
				480.00		
RAPID SECURITY SOLUTIONS, LLC						
	01/25/2017	142806	Computer			
				111.00	440-0100	R/M-Equipment
				111.00		
READYREFRESH						
	01/25/2017	142844	Computer			
				26.52	001-4400	Supplies/Materials-Expendable
				26.52		
RESIDEX LLC						
	01/25/2017	142807	Computer			
				96.00	001-5900	Supplies/Materials-Expendable
				96.00		

City of Plantation
Check & Credit Register Detail
Check Dates 1/19/2017 to 1/25/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
REV RTC INC dba HALL-MARK RTC						
	01/25/2017	142808	Computer			
				201.46	001-4300	R/M-Vehicles
				674.97	001-4400	R/M-Vehicles
				876.43		
ROTH SOUTHEAST LIGHTING LLC						
	01/25/2017	142809	Computer			
				144.00	001-3900	R/M-Structures
				205.00	001-4300	R/M-Structures
				349.00		
SAFETY-KLEEN SYSTEMS INC						
	01/25/2017	142810	Computer			
				233.13	001-3900	R/M-Vehicles
				77.71	001-5500	R/M-Maintenance contract
				77.71	001-7500	Supplies/Materials-Expendable
				38.86	440-0100	R/M-Vehicles
				38.85	440-0200	R/M-Vehicles
				466.26		
SAFEWASTE OF FLORIDA LLC						
	01/25/2017	142811	Computer			
				103.00	001-4400	Supplies-Medical
				103.00		
SAWGRASS FORD INC						
	01/25/2017	142812	Computer			
				2,550.51	001-3900	R/M-Vehicles
				2,550.51		
	01/23/2017	CM304067	Credit			
				-600.00	001-3900	R/M-Vehicles
				-600.00		
	01/23/2017	CM305090	Credit			

City of Plantation
Check & Credit Register Detail
Check Dates 1/19/2017 to 1/25/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				-61.58	001-3900	R/M-Vehicles
				-61.58		
	01/23/2017	CM309010	Credit	-28.55	001-3900	R/M-Vehicles
				-28.55		
SEAVEY GARDEN & EQUIPMENT CENTER						
	01/25/2017	142813	Computer	95.85	001-5900	Tools/Under threshold furn/equip
				95.85		
SEVEN C'S LINEN SERVICE						
	01/25/2017	142814	Computer	164.60	449-4922	Rentals
				30.00	449-4923	Supplies/Materials-Expendable
				194.60		
Garnishment						
	01/19/2017	142556	Computer	369.23	880-0000	Accrued Emp Garnishment
				369.23		
SHERIFF OF BROWARD COUNTY						
	01/25/2017	142815	Computer	4,645.37	001-4400	Supplies-Medical
				4,645.37		
SHERWIN WILLIAMS COMPANY						
	01/25/2017	142816	Computer	166.26	001-3900	R/M-Grounds
				633.33	001-3900	R/M-Structures
				799.59		
	01/23/2017	8611-8	Credit	-132.90	001-3900	R/M-Structures

City of Plantation
Check & Credit Register Detail
Check Dates 1/19/2017 to 1/25/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				-132.90		
SIGNAL TECHNOLOGY INC						
	01/25/2017	142817	Computer	250.00	113-1300	Street/traffic lights
				250.00		
SOLARES CONTROLS						
	01/25/2017	142818	Computer	1,121.00	440-0100	R/M-Equipment
				1,121.00		
STAPLES ADVANTAGE						
	01/25/2017	142819	Computer	117.04	001-1100	Supplies-Office
				62.86	001-2700	Supplies-Office
				60.65	001-7532	Supplies-Office
				5.62	440-0100	Supplies/Materials-Expendable
				70.34	440-0100	Supplies-Office
				50.55	440-0200	Supplies/Materials-Expendable
				57.01	440-0200	Supplies-Office
				79.98	449-4920	Supplies-Office
				504.05		
	01/23/2017	3326568368	Credit	-6.16	001-2700	Supplies-Office
				-6.16		
STONER & ASSOCIATES INC						
	01/25/2017	142820	Computer	3,700.00	113-1300	Traffic engineering
				3,700.00		
SUNRISE COLLISION INC						
	01/25/2017	142821	Computer	955.30	001-3900	R/M-Vehicles

City of Plantation
Check & Credit Register Detail
Check Dates 1/19/2017 to 1/25/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				200.00	001-4300	R/M-Vehicles
				1,155.30		
SUN-SENTINEL COMPANY LLC						
	01/25/2017	142822	Computer			
				131.25	001-3505	Advertising
				171.20	001-3900	Advertising
				237.00	001-5500	Advertising
				190.00	440-0100	Advertising
				171.20	449-4920	Advertising
				900.65		
SUNSHINE GUARDRAIL CORP						
	01/25/2017	142823	Computer			
				1,208.00	001-5400	Uninsured liability claims
				1,208.00		
SUNTRUST BANK SO FL NA						
	01/19/2017	142567	Computer			
				11,977.86	880-0000	Accounts Payable-various
				11,977.86		
SUPERSPORTS OF BROWARD COUNTY INC						
	01/25/2017	142824	Computer			
				240.00	001-7500	Supplies-Athletic programs
				240.00		
SUPPLYWORKS						
	01/25/2017	142825	Computer			
				32.99	001-5500	Supplies-Janitorial
				75.26	001-6712	Supplies-Janitorial
				441.49	001-7500	Supplies/Materials-Expendable
				228.49	001-7500	Supplies-Janitorial
				31.57	440-0200	Supplies-Janitorial
				48.44	449-4924	Supplies/Materials-Expendable

City of Plantation
Check & Credit Register Detail
Check Dates 1/19/2017 to 1/25/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				166.43	449-4924	Supplies-Janitorial
				1,024.67		
	01/23/2017	389541962	Credit			
				-36.33	449-4924	Supplies/Materials-Expendable
				-36.33		
THE MARLIN COMPANY						
	01/25/2017	142781	Computer			
				730.00	001-4300	R/M-Maintenance contract
				730.00		
TIRESOLES OF BROWARD INC						
	01/25/2017	142828	Computer			
				1,571.78	001-0000	Inventory-Garage
				1,571.78		
TOSHIBA BUSINESS SOLUTIONS USA INC						
	01/25/2017	142829	Computer			
				63.96	440-0100	R/M-Maintenance contract
				63.96		
TOTAL TRUCK PARTS INC						
	01/25/2017	142830	Computer			
				2,182.20	001-4400	R/M-Vehicles
				2,182.20		
TRIBRIDGE HOLDINGS LLC						
	01/25/2017	142831	Computer			
				323.75	001-2300	Outside service fees
				323.75		
TSC ASSOCIATES INC						
	01/25/2017	142832	Computer			
				1,600.00	115-6600	Housing rehabilitation

City of Plantation
Check & Credit Register Detail
Check Dates 1/19/2017 to 1/25/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				1,600.00		
TT&S INC						
	01/25/2017	142833	Computer			
				50.00	001-3505	Printing and binding
				25.00	001-4700	Printing and binding
				32.50	440-0100	Printing and binding
				32.50	440-0200	Printing and binding
				140.00		
Garnishment						
	01/19/2017	142568	Computer			
				144.80	880-0000	Accrued Emp Garnishment
				144.80		
UNITED HEALTHCARE INSURANCE CO - BP						
	01/25/2017	142836	Computer			
				58,596.96	001-5300	Allocation Acct-Stop Loss Insurance
				58,596.96		
UNITED PARCEL SERVICE INC						
	01/25/2017	142835	Computer			
				18.48	001-3900	Postage/shipping charges
				9.24	449-4920	Postage/shipping charges
				27.72		
US HEALTHWORKS MEDICAL GROUP OF FL INC						
	01/25/2017	142837	Computer			
				43.00	001-4300	Employment testing services
				23.00	001-4700	Employment testing services
				86.00	001-5500	Employment testing services
				23.00	001-5900	Employment testing services
				175.00		
VERIZON WIRELESS						
	01/25/2017	142838	Computer			

City of Plantation
Check & Credit Register Detail
Check Dates 1/19/2017 to 1/25/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				252.49	001-4400	Communications
				252.49		
	01/25/2017	142839	Computer			
				800.44	440-0100	Communications
				800.44	440-0200	Communications
				1,600.88		
	01/25/2017	142840	Computer			
				354.00	001-4300	Communications
				354.00		
Garnishment						
	01/19/2017	142562	Computer			
				344.82	880-0000	Accrued Emp Garnishment
				344.82		
WEEKLEY ASPHALT PAVING INC						
	01/25/2017	142841	Computer			
				410.49	113-1300	R/M Streets
				242.13	440-0100	R/M-Grounds
				131.87	460-5200	Materials/Labor-Drainage system
				784.49		
WELLS FARGO FINANCIAL LEASING INC						
	01/25/2017	142842	Computer			
				99.00	001-1903	R/M-Maintenance contract
				99.00	001-2700	R/M-Maintenance contract
				198.00		
WILLIAM TIGHE II						
	01/25/2017	142827	Computer			
				1,660.64	001-3900	Personnel Training-Non 2nd dollar
				1,660.64		
WINDSTREAM AND/OR PAETEC COMMUNICATIONS						

City of Plantation
Check & Credit Register Detail
Check Dates 1/19/2017 to 1/25/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/25/2017	142798	Computer			
				53.29	001-1100	Communications
				40.99	001-1500	Communications
				98.37	001-1903	Communications
				90.18	001-2300	Communications
				53.29	001-2700	Communications
				73.78	001-3505	Communications
				721.40	001-3900	Communications
				176.25	001-4300	Communications
				147.56	001-4700	Communications
				32.79	001-5100	Communications
				28.69	001-5300	Allocation Acct-Medical Onsite Clinic
				8.20	001-5400	Communications
				73.78	001-5500	Communications
				4.10	001-6712	Communications
				57.38	001-7100	Communications
				28.69	001-7300	Communications
				196.75	001-7500	Communications
				16.40	001-7531	Communications
				16.40	001-7532	Communications
				110.67	440-0100	Communications
				98.37	440-0200	Communications
				36.89	449-4920	Communications
				2,164.22		
WOOL PLUMBING SUPPLY						
	01/25/2017	142843	Computer			
				152.09	001-4300	R/M-Structures
				152.09		
AIG Retirement						
	01/23/2017	W00000000000211744	Manual			
				44,773.77	880-0000	Accrued Deferred Comp
				6,653.28	880-0000	Accrued Deferred Comp Loan Payment

City of Plantation
Check & Credit Register Detail
Check Dates 1/19/2017 to 1/25/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				51,427.05		
Garnishment						
	01/20/2017	W00000000000211741	Manual			
				31.50	001-2700	Outside service fees
				<u>4,955.70</u>	880-0000	Accrued Emp Garnishment
				4,987.20		
FRATERNAL ORDER OF POLICE LODGE 31						
	01/23/2017	W00000000000211742	Manual			
				-7.85	001-0000	Misc-Other Misc revenue-Other
				<u>3,455.00</u>	880-0000	Accrued FOP Dues Pay
				3,447.15		
General Employees Pension Fund						
	01/23/2017	W00000000000211743	Manual			
				<u>71,796.77</u>	880-0000	Accrued General Employees' Retirement Pa
				71,796.77		
GUIDANT MANAGEMENT GROUP LLC						
	01/23/2017	W00000000000211746	Manual			
				64.00	449-0000	Accounts Payable-various
				4,916.41	449-0000	Tips Payable
				3,148.00	449-4920	Outside service fees
				2,295.83	449-4921	Outside service fees
				12,878.08	449-4922	Outside service fees
				12,724.17	449-4923	Outside service fees
				<u>19,825.14</u>	449-4924	Outside service fees
				55,851.63		
Internal Revenue Service						
	01/24/2017	W00000000000211754	Manual			
				344,080.70	880-0000	Accrued FICA Tax Payable
				<u>292,192.54</u>	880-0000	Accrued Withholding Tax Pay
				636,273.24		

City of Plantation
Check & Credit Register Detail
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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
Police Pension Fund						
	01/23/2017	W00000000000211745	Manual			
				36,260.23	880-0000	Accrued Police Retirement Pay
				36,260.23		
UNITED HEALTHCARE						
	01/20/2017	W00000000000211740	Manual			
				121,662.34	001-5300	Allocation Acct-Medical Claims
				121,662.34		
Sum of Computer Checks				1,027,455.22		
Sum of Manual Checks				981,705.61		
Total				2,009,160.83		

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

City of Plantation**Check & Payment Register Fund Summary****Check Dates 1/19/2017 to 1/25/2017**

<u>Fund</u>	<u>Fund Name</u>	<u>Computer Checks</u>	<u>Manual Checks</u>	<u>Credits</u>	<u>Total</u>
001	General Fund	197,552.39	121,685.99	-1,512.33	317,726.05
113	Road and Traffic Control	5,764.20		-70.50	5,693.70
115	Community Dev Block Grant	2,239.51			2,239.51
405	Series 2013 Utility Sys Rev Nt	81,141.28			81,141.28
440	Utility Operations	139,295.60		-282.00	139,013.60
443	Utility Repair & Replacement	553,405.59			553,405.59
449	Plantation Preserve	19,411.35	55,851.63	-309.93	74,953.05
460	Stormwater	1,030.52			1,030.52
880	Pooled Cash & Investments	29,789.54	804,167.99		833,957.53
		<u>1,029,629.98</u>	<u>981,705.61</u>	<u>-2,174.76</u>	<u>2,009,160.83</u>

City of Plantation**Checks by Third Party Administrator****Check Dates 1/19/2017 to 1/25/2017**

<u>Fund/Dept</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
001-5300	Allocation Acct-Dental Claims	8,188.29	
001-5300	Allocation Acct-Worker's comp claims	45,474.43	
880-0000	Cash-SunTrust Insurance #3255		53,662.72
		<u>53,662.72</u>	<u>53,662.72</u>

City of Plantation
Payroll Summary By Fund/Department
Check Dates 1/19/2017 to 1/25/2017



<u>Fund</u>	<u>Department</u>	<u>Gross Wages</u>	<u>Deductions</u>	<u>Net Wages</u>
001 General Fund	1100 Mayor / Administration	23,105.13	7,144.00	15,961.13
001 General Fund	1500 City Clerk	15,417.98	4,704.95	10,713.03
001 General Fund	1903 Fin Svcs-Finance & Accounting	36,822.66	11,387.62	25,435.04
001 General Fund	2300 Information Technology	41,533.09	15,035.56	26,497.53
001 General Fund	2700 Human Resources	21,509.31	6,772.32	14,736.99
001 General Fund	3505 Development Svcs - PZED	31,887.64	10,824.23	21,063.41
001 General Fund	3900 Police	1,178,105.71	349,811.50	828,294.21
001 General Fund	4300 Fire	60,863.83	21,711.05	39,152.78
001 General Fund	4400 Fire/Rescue	188,909.10	61,139.06	127,770.04
001 General Fund	4700 Building	54,860.67	17,076.87	37,783.80
001 General Fund	5100 Engineering	24,295.58	7,689.68	16,605.90
001 General Fund	5400 Risk Management	5,359.99	1,816.86	3,543.13
001 General Fund	5500 Public Works	112,566.87	32,903.65	79,663.22
001 General Fund	5900 Landscaping	26,139.31	7,491.87	18,647.44
001 General Fund	6711 Central Svcs-Crafts	24,811.62	7,961.04	16,850.58
001 General Fund	6712 Central Svcs-Facilities Maint.	11,534.55	3,194.64	8,339.91
001 General Fund	7100 Library	18,405.81	6,314.13	12,091.68
001 General Fund	7300 Historical Musuem	2,138.80	492.54	1,646.26
001 General Fund	7500 Parks and Recreation	151,656.88	45,758.88	105,898.00
001 General Fund	7531 Parks & Rec-Tennis Complex	7,810.01	1,981.96	5,828.05
001 General Fund	7532 Parks & Rec-Aquatics Complex	27,473.51	6,020.22	21,453.29
001 General Fund	7533 Parks & Rec-Equestrian Center	5,665.87	1,544.39	4,121.48
113 Road and Traffic Control	1300 Road and Traffic Control	9,280.57	3,375.23	5,905.34
115 Community Dev Block Grant	6600 Community Dev Block Grant	2,598.27	881.60	1,716.67
440 Utility Operations	0100 Water Services	43,462.62	12,240.16	31,222.46

City of Plantation
Payroll Summary By Fund/Department
Check Dates 1/19/2017 to 1/25/2017



<u>Fund</u>		<u>Department</u>		<u>Gross Wages</u>	<u>Deductions</u>	<u>Net Wages</u>
440	Utility Operations	0200	Wastewater Services	28,937.63	7,994.13	20,943.50
440	Utility Operations	0300	Water/Wastewater Combined Serv	119,698.18	34,453.18	85,245.00
460	Stormwater	5200	Stormwater Drainage	7,433.09	2,664.92	4,768.17
				<u>2,282,284.28</u>	<u>690,386.24</u>	<u>1,591,898.04</u>

City of Plantation
Payroll Summary By Fund
Check Dates 1/19/2017 to 1/25/2017



<u>Fund</u>		<u>Gross Wages</u>	<u>Deductions</u>	<u>Net Wages</u>
001	General Fund	2,070,873.92	628,777.02	1,442,096.90
113	Road and Traffic Control	9,280.57	3,375.23	5,905.34
115	Community Dev Block Grant	2,598.27	881.60	1,716.67
440	Utility Operations	192,098.43	54,687.47	137,410.96
460	Stormwater	7,433.09	2,664.92	4,768.17
		<u>2,282,284.28</u>	<u>690,386.24</u>	<u>1,591,898.04</u>

City of Plantation

Computer Check Register

Check Dates 1/26/2017 to 2/1/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
143057	A. B. FIRE EQUIPMENT INC	170.00	02/01/2017
142877	ACE FENCE COMPANY	5,720.00	02/01/2017
142878	ACTION GATOR TIRE	2,413.60	02/01/2017
142879	ACUSHNET CO TITLEIST & FOOTJOY	549.39	02/01/2017
142880	ADVANCED FIRE & SECURITY INC	131.15	02/01/2017
142881	ADVANCED IMAGING SOLUTIONS INC	1,089.00	02/01/2017
142882	AERO HARDWARE & SUPPLY CO	96.37	02/01/2017
142883	ALLIED UNIVERSAL CORPORATION	5,877.90	02/01/2017
142884	AMERICAN NATIONAL RED CROSS	35.00	02/01/2017
142885	AMERICAN PLUMBING INC	93.65	02/01/2017
142886	ANCHOR INDUSTRIES INC	3,294.88	02/01/2017
142887	ANDIROSY DISTRIBUTION CORP	201.09	02/01/2017
142905	ANDREA BOWEN	125.00	02/01/2017
142888	APPLIED SYSTEMS INC	1,500.00	02/01/2017
142889	AQUATIC SYSTEMS INC/VERTEX WATER FEATURES	74.52	02/01/2017
142890	ARMY NAVY OUTDOORS	795.95	02/01/2017
142893	AT&T	24,917.00	02/01/2017
142894	AT&T	9,770.05	02/01/2017
142891	ATLANTIC ENVIRONMENTAL SYSTEMS INC	22,250.00	02/01/2017
142892	ATLANTIC MICA & SUPPLIES INC	82.00	02/01/2017
142895	BANG PSYCHOLOGY & ASSOCIATES	275.00	02/01/2017
142896	BARNEY'S PUMPS INC	1,418.00	02/01/2017
142897	BARTER'S DOOR & GLASS SERVICE, INC	90.00	02/01/2017
142898	BEACON GROUP INC	20,037.00	02/01/2017
142899	BENNETT AUTO SUPPLY INC	2,415.70	02/01/2017
142900	BENNETT FIRE PRODUCTS CO INC	472.00	02/01/2017
142901	BEST OFFICE COFFEE SERVICE INC	1,168.60	02/01/2017
142902	BOARD OF COUNTY COMMISSIONERS	2,689.60	02/01/2017
142906	BOARD OF COUNTY COMMISSIONERS	594.00	02/01/2017
142907	BOARD OF COUNTY COMMISSIONERS	71.00	02/01/2017
142904	BOUND TREE MEDICAL LLC	1,328.36	02/01/2017
142849	BRINKLEY MORGAN	32,262.12	01/26/2017
142909	BROWARD CO BOARD OF COUNTY COMMISSIONERS	6,007.00	02/01/2017
142908	BROWARD COUNTY UMPIRES ASSOC INC	3,450.00	02/01/2017
142910	BROWARD NELSON FOUNTAIN SERVICE	96.50	02/01/2017
142913	C.A.P. GOVERNMENT, INC.	5,940.00	02/01/2017
142914	CARIBBEAN PAINTS CO INC	2,376.00	02/01/2017

City of Plantation

Computer Check Register

Check Dates 1/26/2017 to 2/1/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
142916	CENGAGE LEARNING INC	371.79	02/01/2017
142917	CENTER POINT LARGE PRINT	88.68	02/01/2017
142918	CHENEY BROTHERS INC	2,895.92	02/01/2017
142919	CINTAS CORPORATION NO 017	2,214.25	02/01/2017
142920	CITY ELECTRIC SUPPLY CO	239.75	02/01/2017
142921	COAST PUMP WATER TECHNOLOGIES	147.98	02/01/2017
142938	COCA-COLA REFRESHMENTS USA INC	620.57	02/01/2017
142922	COMCAST	124.90	02/01/2017
142923	COMCAST	19.90	02/01/2017
142924	COMCAST	139.88	02/01/2017
143053	COMCAST	105.23	02/01/2017
143054	COMCAST	220.78	02/01/2017
142925	COMMUNITY REDEVELOPMENT ASSOC OF FL INC	2,190.00	02/01/2017
142926	CONDO ELECTRIC MOTOR REPAIR CORP	1,725.65	02/01/2017
142931	CONNIE EARLE	360.00	02/01/2017
143014	CRAIG P ROGERS	150.00	02/01/2017
142948	DAVID SNYDER GOLD ESQ	2,235.00	02/01/2017
142927	DEBBIE MCKEEVER - PETTY CASH	65.28	02/01/2017
142928	DIAMOND R FERTILIZER CO INC	1,890.00	02/01/2017
142929	DOCUMENT ACCESS SYSTEMS	8,032.00	02/01/2017
142930	DUNBAR ARMORED INC	2,031.00	02/01/2017
142932	EDJ SERVICE INC	5,822.77	02/01/2017
142933	ENTERPRISE LEASING CO OF FLORIDA LLC	6,510.20	02/01/2017
142934	ENVIRONMENTAL EXPRESS INC	1,714.38	02/01/2017
142935	ERIN ELECTRICAL ENTERPRISES INC	1,407.66	02/01/2017
142936	EXPERT DIESEL	101.42	02/01/2017
142937	FITNESS SOURCE	1,200.00	02/01/2017
142940	FLORIDA BULLET INC	1,991.60	02/01/2017
142941	FLORIDA POWER & LIGHT COMPANY	314,953.02	02/01/2017
142942	FLORIDA WATER PRODUCTS INC	839.85	02/01/2017
142946	G.M. WATER SERVICES INC	150.00	02/01/2017
142943	GADDIS INC	301.12	02/01/2017
142945	GLOBAL TRADING INC	197.60	02/01/2017
142947	GOLD NUGGETT dba ARGO UNIFORM CO	31.07	02/01/2017
142949	GOLF AGRONOMICS SUPPLY & HANDLING INC	916.55	02/01/2017
142944	GORDON FOOD SERVICE	1,145.22	02/01/2017
142950	GRAINGER	337.67	02/01/2017
142951	GRANICUS INC	480.00	02/01/2017

City of Plantation

Computer Check Register

Check Dates 1/26/2017 to 2/1/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
142953	GREEN SHADES SOFTWARE INC	242.73	02/01/2017
142952	GREEN THUMB LAWN & GARDEN LLC	304.76	02/01/2017
142954	GREY HOUSE PUBLISHING INC	697.00	02/01/2017
143008	GUIDANT MANAGEMENT GROUP LLC	47.65	02/01/2017
142956	HAZEN & SAWYER PC	5,603.49	02/01/2017
143037	HECTOR TURF	817.44	02/01/2017
142957	HELENA CHEMICAL COMPANY	448.50	02/01/2017
142958	HOME DEPOT CREDIT SERVICES	1,957.15	02/01/2017
142959	HOWARD FERTILIZER & CHEMICAL CO INC	11,380.32	02/01/2017
142960	HYDRO-STAT INC	56,039.00	02/01/2017
142961	IMPERIAL ELECTRIC & LIGHTING	444.48	02/01/2017
142962	INGRAM LIBRARY SERVICES	250.58	02/01/2017
142964	J FELDMAN SIGNS INC	257.00	02/01/2017
143028	JOHN SROKA	709.23	02/01/2017
142965	JOHNSON, ANSELMO, MURDOCH, BURKE,	14,516.38	02/01/2017
142966	KAMAN INDUSTRIAL TECHNOLOGIES CORP.	1,338.12	02/01/2017
142915	KATHLEEN CARTER	505.26	02/01/2017
142967	KELLY BLUE BOOK INC	70.00	02/01/2017
142912	KRISTIN CAMERON	301.00	02/01/2017
142969	KVM SERVICES INC	189.00	02/01/2017
142974	L & L DISTRIBUTORS INC	113.96	02/01/2017
142970	LARRY KLINE WHOLESALE MEATS & PROVISIONS INC	647.63	02/01/2017
142973	LEGACY TURF GROUP LLC	1,152.60	02/01/2017
142976	LOU BACHRODT FREIGHTLINER	54.66	02/01/2017
142977	LUKES HEAVY TRUCKS & EQUIPMENT	48.66	02/01/2017
142987	M & H AUTOMOTIVE INC	1,447.46	02/01/2017
142979	MACMILLAN OIL COMPANY LLC	17,469.51	02/01/2017
142980	MARATHON HEALTH LLC	1,503.66	02/01/2017
142903	MARLENE BOILEAU	175.00	02/01/2017
142971	MARRERO & WYDLER	3,268.50	02/01/2017
142982	MASSEY YARDLEY DODGE CHRYSLER JEEP RAM	1,049.81	02/01/2017
142983	MATERIAL HANDLING SYSTEMS INC	490.00	02/01/2017
142984	MAX CAR WASH INC	262.00	02/01/2017
142985	MCKINSEY STEEL & SUPPLY OF FL INC	240.00	02/01/2017
142986	MELROSE SUPPLY & SALES CORP	1,282.50	02/01/2017
143016	MEUY SAETERN	603.87	02/01/2017
142988	MIAMI PARTNERS LLC	1,729.00	02/01/2017
142989	MOTOROLA SOLUTIONS INC	885,000.00	02/01/2017

City of Plantation

Computer Check Register

Check Dates 1/26/2017 to 2/1/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
143052	MOTOROLA SOLUTIONS INC	1,950.54	02/01/2017
142990	MSC INDUSTRIAL SUPPLY CO INC	239.99	02/01/2017
142991	MUNICIPAL SAFETY SERVICES, INC.	824.50	02/01/2017
142992	NEXAIR LLC	142.50	02/01/2017
142993	NORTRAX INC	577.59	02/01/2017
142994	NU-TURF LAWN & GARDEN	430.00	02/01/2017
142995	ODILO USA LLC	606.71	02/01/2017
142996	OHLIN SALES INC DBA OSI BATTERIES	182.49	02/01/2017
142997	OLD PLANTATION WATER CONTROL DISTRICT	4,274.00	02/01/2017
142998	OVER THE TOP INC	333.92	02/01/2017
142999	PALADIN ELECTRONIC SERVICES INC	4,000.00	02/01/2017
143000	PALM TRUCK CENTERS INC	192.00	02/01/2017
142978	PATRICA M MACGOVERN	135.00	02/01/2017
143001	PC CONTROLS INC	216.00	02/01/2017
143002	PENN CREDIT CORPORATION	541.34	02/01/2017
143003	PLANTATION FORD	71.28	02/01/2017
143005	PORT CONSOLIDATED INC	2,579.62	02/01/2017
143006	POWER CENTER INC	113.06	02/01/2017
143007	PREFERRED IDENTITY PLAN	190.00	02/01/2017
142972	PREFERRED LEGAL PLAN	1,044.75	02/01/2017
143009	PROVIDENT LIFE & ACCIDENT INSURANCE COMPANY	890.00	02/01/2017
143010	PUBLIX SUPERMARKETS INC	222.50	02/01/2017
143013	R. L. SCHREIBER INC	49.90	02/01/2017
143011	RESIDEX LLC	4,703.00	02/01/2017
143012	REV RTC INC dba HALL-MARK RTC	7,780.49	02/01/2017
142981	ROBERT MAREK-PETTY CASH	149.85	02/01/2017
143015	ROTH SOUTHEAST LIGHTING LLC	10.00	02/01/2017
143019	S&D COFFEE INC	123.04	02/01/2017
142968	SAUTRICE KELLY	500.00	02/01/2017
143017	SAWGRASS FORD INC	123.96	02/01/2017
143018	SCRATCH GOLF CO	1,067.72	02/01/2017
142876	SERVICE MASTER	105.00	02/01/2017
143020	SEVEN C'S LINEN SERVICE	722.68	02/01/2017
143021	SHERWIN WILLIAMS COMPANY	380.27	02/01/2017
143022	SITEONE LANDSCAPE SUPPLY LLC	1,762.00	02/01/2017
143023	SMITH EQUIPMENT & SUPPLY COMPANY	446.20	02/01/2017
143024	SNODGRESS EQUIPMENT INC	1,675.00	02/01/2017
143025	SOIL TECH DISTRIBUTORS INC	1,280.34	02/01/2017

City of Plantation

Computer Check Register

Check Dates 1/26/2017 to 2/1/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
142975	SOPHIA LOPEZ A PA	82.38	02/01/2017
143027	SOUTHERN LOCK & SUPPLY CO	18.50	02/01/2017
143026	SOUTHERN SEWER EQUIPMENT SALES	262.05	02/01/2017
143029	STAPLES ADVANTAGE	2,039.87	02/01/2017
143030	STATE FARM MUTUAL AUTO INS CO	2,835.21	02/01/2017
143031	STATE OF FLORIDA	3,526.49	02/01/2017
142939	STATE OF FLORIDA - DEPT OF FINANCIAL SVCS	7,931.28	02/01/2017
143032	STONER & ASSOCIATES INC	5,240.00	02/01/2017
143033	SUPPLYWORKS	3,590.32	02/01/2017
143034	SYNALOVSKI ROMANIK SAYE LLC	1,415.16	02/01/2017
143035	TANK DEPOT	557.17	02/01/2017
143036	TEN-8 FIRE EQUIPMENT INC	5,401.00	02/01/2017
142963	THOMAS JEROME	500.00	02/01/2017
143038	TIP TOP TOPPERS INC	324.00	02/01/2017
143039	TIRESOLES OF BROWARD INC	3,064.59	02/01/2017
143040	TT&S INC	25.00	02/01/2017
143041	TV DIVERSIFIED LLC	43,878.60	02/01/2017
143043	UNITED PARCEL SERVICE INC	11.22	02/01/2017
143044	VERIZON WIRELESS	257.22	02/01/2017
143045	VET BRANDS INTERNATIONAL INC	1,336.00	02/01/2017
143046	VIKING BILLING SERVICE INC	148.00	02/01/2017
143047	WALMART COMMUNITY	201.80	02/01/2017
143048	WATER MARK REALITY	500.00	02/01/2017
143049	WEEKLEY ASPHALT PAVING INC	1,054.92	02/01/2017
142955	WILLIAM H HARRISON - PETTY CASH	88.71	02/01/2017
143050	WILLIE THE BEE MAN INC	495.00	02/01/2017
		<u>1,661,925.76</u>	

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

City of Plantation
Manual Check Register
Posted Dates 1/26/2017 to 2/1/2017



<u>Payment</u>	<u>Vendor</u>	<u>Amount</u>	<u>Posting Date</u>
W00000000000211953	UNITED HEALTHCARE	228,714.65	01/26/2017
		<u>228,714.65</u>	

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

City of Plantation
Check & Credit Register Detail
Check Dates 1/26/2017 to 2/1/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
A. B. FIRE EQUIPMENT INC						
	02/01/2017	143057	Computer	170.00	001-7500	R/M-Maintenance contract
				170.00		
ACE FENCE COMPANY						
	02/01/2017	142877	Computer	5,720.00	001-7532	Capital Outlay: Improvements
				5,720.00		
ACTION GATOR TIRE						
	02/01/2017	142878	Computer	2,373.61	001-0000	Inventory-Garage
				19.99	440-0100	R/M Tires
				20.00	440-0200	R/M Tires
				2,413.60		
ACUSHNET CO TITLEIST & FOOTJOY						
	02/01/2017	142879	Computer	549.39	449-0000	Inventory-Pro Shop Merchandise
				549.39		
ADVANCED FIRE & SECURITY INC						
	02/01/2017	142880	Computer	131.15	001-4300	R/M-Maintenance contract
				131.15		
ADVANCED IMAGING SOLUTIONS INC						
	02/01/2017	142881	Computer	1,089.00	001-4700	Consultants
				1,089.00		
AERO HARDWARE & SUPPLY CO						
	02/01/2017	142882	Computer	96.37	001-4300	R/M-Vehicles

City of Plantation
Check & Credit Register Detail
Check Dates 1/26/2017 to 2/1/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				96.37		
ALLIED UNIVERSAL CORPORATION						
	02/01/2017	142883	Computer	5,877.90	440-0100	Supplies-Chemicals
				5,877.90		
AMERICAN NATIONAL RED CROSS						
	02/01/2017	142884	Computer	35.00	001-7532	Memberships/Schools
				35.00		
AMERICAN PLUMBING INC						
	02/01/2017	142885	Computer	22.07	449-4922	R/M-Equipment
				71.58	449-4923	R/M-Equipment
				93.65		
ANCHOR INDUSTRIES INC						
	02/01/2017	142886	Computer	3,294.88	001-7532	Capital Outlay: Machinery and Equipment
				3,294.88		
ANDIROSY DISTRIBUTION CORP						
	02/01/2017	142887	Computer	201.09	449-0000	Inventory-Groceries
				201.09		
ANDREA BOWEN						
	02/01/2017	142905	Computer	125.00	440-0000	Service charge-PE-Billing charges
				125.00		
APPLIED SYSTEMS INC						
	02/01/2017	142888	Computer	1,500.00	001-2300	Outside service fees

City of Plantation
Check & Credit Register Detail
Check Dates 1/26/2017 to 2/1/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				1,500.00	
AQUATIC SYSTEMS INC/VERTEX WATER FEATURES					
	02/01/2017	142889	Computer		
				74.52	001-7500 R/M-Maintenance contract
				74.52	
ARMY NAVY OUTDOORS					
	02/01/2017	142890	Computer		
				795.95	001-4400 Supplies-Uniforms/Protective gear
				795.95	
AT&T					
	02/01/2017	142893	Computer		
				24,917.00	001-2300 Communications
				24,917.00	
	02/01/2017	142894	Computer		
				6.75	001-0000 Accounts Payable-various
				29.14	001-3505 Communications
				7,285.72	001-3900 Communications
				559.42	001-4300 Communications
				29.16	001-4700 Communications
				29.14	001-5100 Communications
				43.72	001-5500 Communications
				430.78	001-6712 Communications
				624.72	001-7500 Communications
				21.86	001-7531 Communications
				87.44	001-7533 Communications
				156.14	440-0100 Communications
				287.68	440-0200 Communications
				178.38	449-4920 Communications
				9,770.05	

ATLANTIC ENVIRONMENTAL SYSTEMS INC

City of Plantation
Check & Credit Register Detail
Check Dates 1/26/2017 to 2/1/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	02/01/2017	142891	Computer	22,250.00	440-0100	R/M-Wells
				22,250.00		
ATLANTIC MICA & SUPPLIES INC						
	02/01/2017	142892	Computer	82.00	001-5500	Supplies/Materials-Expendable
				82.00		
BANG PSYCHOLOGY & ASSOCIATES						
	02/01/2017	142895	Computer	275.00	001-3900	Employment testing services
				275.00		
BARNEY'S PUMPS INC						
	02/01/2017	142896	Computer	709.00	440-0100	R/M-Equipment
				709.00	440-0200	R/M-Equipment
				1,418.00		
BARTER'S DOOR & GLASS SERVICE, INC						
	02/01/2017	142897	Computer	90.00	001-7500	R/M-Structures
				90.00		
BEACON GROUP INC						
	02/01/2017	142898	Computer	20,037.00	001-5400	Liability/casualty insurance premiums
				20,037.00		
BENNETT AUTO SUPPLY INC						
	01/30/2017	10CN026783	Credit	-30.00	001-3900	R/M-Vehicles
				-30.00		
	02/01/2017	142899	Computer			

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				534.85	001-0000	Inventory-Garage
				529.99	001-3900	R/M-Vehicles
				454.41	001-4300	R/M-Vehicles
				233.88	001-4400	R/M-Vehicles
				2.78	001-5500	Supplies/Materials-Expendable
				683.70	001-7500	R/M-Equipment
				3.05	440-0100	R/M-Vehicles
				3.04	440-0200	R/M-Vehicles
				2,445.70		
BENNETT FIRE PRODUCTS CO INC						
	02/01/2017	142900	Computer			
				472.00	001-4300	Supplies-Uniforms/Protective gear
				472.00		
BEST OFFICE COFFEE SERVICE INC						
	02/01/2017	142901	Computer			
				1,134.60	001-0000	Inventory-Central Services
				34.00	001-7500	Supplies-Office
				1,168.60		
BOARD OF COUNTY COMMISSIONERS						
	02/01/2017	142902	Computer			
				1,209.40	113-1300	Debris removal
				604.70	440-0100	R/M-Grounds
				604.70	440-0200	R/M-Grounds
				270.80	460-5200	Debris removal
				2,689.60		
	02/01/2017	142906	Computer			
				594.00	001-3900	Advertising
				594.00		
	02/01/2017	142907	Computer			
				71.00	001-1903	Advertising

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				71.00	
BOUND TREE MEDICAL LLC					
	02/01/2017	142904	Computer		
				1,328.36	001-4400 Supplies-Medical
				1,328.36	
BRINKLEY MORGAN					
	01/26/2017	142849	Computer		
				2,000.00	001-1100 Consultants-Retainer
				5,645.43	001-1100 Consultative services
				21.63	001-1500 Litigation fees
				840.49	001-1903 Consultative services
				893.01	001-3505 Litigation fees
				2,950.18	001-3900 Litigation fees
				40.17	001-5400 Outside fees-Insuranc
				783.32	001-7500 Litigation fees
				2,781.77	001-8850 Litigation fees
				3,796.07	001-8852 Consultative services
				12,472.97	001-8852 Litigation fees
				18.54	440-0100 Litigation fees
				18.54	440-0200 Litigation fees
				32,262.12	
BROWARD CO BOARD OF COUNTY COMMISSIONER					
	02/01/2017	142909	Computer		
				6,007.00	460-5200 NPDES Permitting Services
				6,007.00	
BROWARD COUNTY UMPIRES ASSOC INC					
	02/01/2017	142908	Computer		
				3,450.00	001-7500 Supplies-Athletic programs
				3,450.00	
BROWARD NELSON FOUNTAIN SERVICE					

City of Plantation
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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	02/01/2017	142910	Computer	96.50	449-4922	Rentals
				96.50		
C.A.P. GOVERNMENT, INC.						
	02/01/2017	142913	Computer	5,940.00	001-4700	Consultants
				5,940.00		
CARIBBEAN PAINTS CO INC						
	02/01/2017	142914	Computer	2,376.00	001-7500	R/M-Grounds
				2,376.00		
CENGAGE LEARNING INC						
	02/01/2017	142916	Computer	38.92	001-7100	Capital Outlay: Books-general collections
				332.87	108-0000	Capital Outlay: Books-general collections
				371.79		
CENTER POINT LARGE PRINT						
	02/01/2017	142917	Computer	88.68	001-7100	Capital Outlay: Books-general collections
				88.68		
CHENEY BROTHERS INC						
	02/01/2017	142918	Computer	2,735.71	449-0000	Inventory-Groceries
				46.49	449-4922	Supplies/Materials-Expendable
				113.72	449-4922	Supplies-Janitorial
				2,895.92		
CINTAS CORPORATION NO 017						
	02/01/2017	142919	Computer	7.13	001-5500	Supplies/Materials-Expendable
				366.24	001-5500	Supplies-Uniforms/Protective gear

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				7.13	001-5900	Supplies/Materials-Expendable
				118.62	001-5900	Supplies-Uniforms/Protective gear
				7.13	001-6711	Supplies/Materials-Expendable
				77.86	001-6711	Supplies-Uniforms/Protective gear
				49.63	001-6712	Supplies-Uniforms/Protective gear
				117.65	001-7500	Supplies-Janitorial
				668.05	001-7500	Supplies-Uniforms/Protective gear
				117.63	001-7532	Supplies/Materials-Expendable
				7.13	113-1300	Supplies/Materials-Expendable
				43.86	113-1300	Supplies-Uniforms/Protective gear
				294.15	440-0100	Supplies-Uniforms/Protective gear
				16.50	440-0100	Waste disposal
				181.56	440-0200	Supplies-Uniforms/Protective gear
				16.50	440-0200	Waste disposal
				81.83	449-4924	Rentals
				7.13	460-5200	Supplies/Materials-Expendable
				28.52	460-5200	Supplies-Uniforms/Protective gear
				2,214.25		
CITY ELECTRIC SUPPLY CO						
	02/01/2017	142920	Computer			
				239.75	001-6711	Tools/Under threshold furn/equip
				239.75		
COAST PUMP WATER TECHNOLOGIES						
	02/01/2017	142921	Computer			
				100.68	001-7500	R/M-Grounds
				47.30	001-7531	R/M-Grounds
				147.98		
COCA-COLA REFRESHMENTS USA INC						
	02/01/2017	142938	Computer			
				620.57	449-0000	Inventory-Groceries
				620.57		

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
COMCAST	02/01/2017	142922	Computer	124.90	001-2300	Communications
				124.90		
	02/01/2017	142923	Computer	19.90	001-5500	R/M-Maintenance contract
				19.90		
	02/01/2017	142924	Computer	139.88	001-7500	Communications
				139.88		
	02/01/2017	143053	Computer	105.23	001-3900	R/M-Maintenance contract
				105.23		
	02/01/2017	143054	Computer	220.78	001-7500	Communications
				220.78		
COMMUNITY REDEVELOPMENT ASSOC OF FL INC						
	02/01/2017	142925	Computer	2,190.00	114-0000	Consultants
				2,190.00		
CONDO ELECTRIC MOTOR REPAIR CORP						
	02/01/2017	142926	Computer	1,725.65	440-0200	R/M-Lift station-materials
				1,725.65		
CONNIE EARLE						
	02/01/2017	142931	Computer	360.00	115-6600	Public services
				360.00		
CRAIG P ROGERS						

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	02/01/2017	143014	Computer	150.00	001-3900	Litigation fees
				150.00		
DAVID SNYDER GOLD ESQ						
	02/01/2017	142948	Computer	1,170.00	001-3900	Litigation fees
				1,065.00	001-4700	Litigation fees
				2,235.00		
DEBBIE MCKEEVER - PETTY CASH						
	02/01/2017	142927	Computer	50.82	440-0100	Transportation costs
				14.46	440-0200	Transportation costs
				65.28		
DIAMOND R FERTILIZER CO INC						
	02/01/2017	142928	Computer	1,890.00	001-7500	R/M-Grounds
				1,890.00		
DOCUMENT ACCESS SYSTEMS						
	02/01/2017	142929	Computer	8,032.00	001-2300	Capital Outlay: Machinery and Equipment
				8,032.00		
DUNBAR ARMORED INC						
	02/01/2017	142930	Computer	2,031.00	001-1903	Outside service fees
				2,031.00		
EDJ SERVICE INC						
	02/01/2017	142932	Computer	2,214.00	001-7500	R/M-Grounds
				3,608.77	113-1300	R/M-Maintenance contract

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				5,822.77	
ENTERPRISE LEASING CO OF FLORIDA LLC					
	02/01/2017	142933	Computer		
				<u>6,510.20</u>	118-0000 Special police account
				6,510.20	
ENVIRONMENTAL EXPRESS INC					
	02/01/2017	142934	Computer		
				<u>1,714.38</u>	440-0200 Supplies/Equipment - Laboratory
				1,714.38	
ERIN ELECTRICAL ENTERPRISES INC					
	02/01/2017	142935	Computer		
				468.80	440-0100 R/M-Equipment
				178.30	440-0200 R/M-Equipment
				<u>760.56</u>	440-0200 R/M-Lift station-materials
				1,407.66	
EXPERT DIESEL					
	02/01/2017	142936	Computer		
				<u>101.42</u>	001-0000 Inventory-Garage
				101.42	
FITNESS SOURCE					
	02/01/2017	142937	Computer		
				<u>1,200.00</u>	001-7500 R/M-Maintenance contract
				1,200.00	
FLORIDA BULLET INC					
	02/01/2017	142940	Computer		
				<u>1,991.60</u>	001-3900 Supplies/Materials-Expendable
				1,991.60	
FLORIDA POWER & LIGHT COMPANY					
	02/01/2017	142941	Computer		

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				8,650.88	001-3900	Electricity
				6,913.35	001-4300	Electricity
				6,412.76	001-5500	Electricity
				13,204.97	001-6712	Electricity
				1,602.62	001-7100	Electricity
				897.64	001-7300	Electricity
				51,844.20	001-7500	Electricity
				2,849.98	001-7531	Electricity
				1,214.49	001-7532	Electricity
				1,753.56	001-7533	Electricity
				64,483.22	113-1300	Street/traffic lights
				63,882.35	440-0100	Electricity
				84,733.65	440-0200	Electricity
				3,496.33	449-4922	Electricity
				3,013.02	449-4924	Electricity
				314,953.02		
FLORIDA WATER PRODUCTS INC						
	02/01/2017	142942	Computer			
				839.85	001-7532	Supplies-Chemicals
				839.85		
G.M. WATER SERVICES INC						
	02/01/2017	142946	Computer			
				150.00	001-6712	R/M-Maintenance contract
				150.00		
GADDIS INC						
	02/01/2017	142943	Computer			
				301.12	440-0200	R/M-Lift station-materials
				301.12		
GLOBAL TRADING INC						
	02/01/2017	142945	Computer			
				197.60	001-4300	Supplies-Uniforms/Protective gear

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				197.60		
GOLD NUGGETT dba ARGO UNIFORM CO						
	02/01/2017	142947	Computer			
				31.07	001-3900	Supplies-Uniforms/Protective gear
				31.07		
GOLF AGRONOMICS SUPPLY & HANDLING INC						
	02/01/2017	142949	Computer			
				916.55	449-4924	R/M-Grounds
				916.55		
GORDON FOOD SERVICE						
	02/01/2017	142944	Computer			
				1,088.53	449-0000	Inventory-Groceries
				17.13	449-4922	Supplies/Materials-Expendable
				27.26	449-4922	Supplies-Janitorial
				12.30	449-4922	Tools/Under threshold furn/equip
				1,145.22		
GRAINGER						
	02/01/2017	142950	Computer			
				81.25	001-3900	R/M-Structures
				4.97	001-5500	Supplies-Uniforms/Protective gear
				20.62	001-7500	R/M-Equipment
				41.47	440-0100	R/M-Equipment
				147.90	440-0100	Supplies/Equipment - Laboratory
				41.46	440-0200	R/M-Equipment
				337.67		
GRANICUS INC						
	02/01/2017	142951	Computer			
				480.00	001-1500	R/M-Maintenance contract
				480.00		
GREEN SHADES SOFTWARE INC						

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	02/01/2017	142953	Computer			
				242.73	001-5300	Allocation Acct-Medical Administrative Costs
				242.73		
GREEN THUMB LAWN & GARDEN LLC						
	02/01/2017	142952	Computer			
				204.43	001-0000	Inventory-Garage
				1.16	001-5500	R/M-Equipment
				21.01	001-5900	R/M-Equipment
				29.55	001-7500	R/M-Equipment
				48.61	113-1300	R/M-Equipment
				304.76		
GREY HOUSE PUBLISHING INC						
	02/01/2017	142954	Computer			
				697.00	108-0000	Capital Outlay: Books-reference
				697.00		
GUIDANT MANAGEMENT GROUP LLC						
	02/01/2017	143008	Computer			
				47.65	449-4920	Outside service fees
				47.65		
HAZEN & SAWYER PC						
	02/01/2017	142956	Computer			
				2,571.93	440-0100	Engineering
				3,031.56	440-0200	Engineering
				5,603.49		
HECTOR TURF						
	02/01/2017	143037	Computer			
				817.44	449-4924	R/M-Vehicles
				817.44		
HELENA CHEMICAL COMPANY						
	02/01/2017	142957	Computer			

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				44.85	001-3900	R/M-Grounds
				89.70	001-4300	R/M-Grounds
				44.85	001-5500	R/M-Grounds
				44.85	001-6712	R/M-Grounds
				22.43	001-7100	R/M-Grounds
				22.43	001-7300	R/M-Grounds
				112.12	001-7500	R/M-Grounds
				44.85	440-0100	R/M-Grounds
				22.42	440-0200	R/M-Grounds
				448.50		
HOME DEPOT CREDIT SERVICES						
	02/01/2017	142958	Computer			
				3.54	001-3900	R/M-Structures
				11.96	001-3900	Supplies/Materials-Expendable
				239.16	001-3900	Tools/Under threshold furn/equip
				143.98	001-4300	R/M-Structures
				187.33	001-4300	Tools/Under threshold furn/equip
				11.95	001-5500	Supplies/Materials-Expendable
				6.97	001-6711	Tools/Under threshold furn/equip
				92.09	001-6712	R/M-Structures
				2.98	001-7100	R/M-Structures
				370.97	001-7500	R/M-Grounds
				161.32	001-7500	R/M-Structures
				96.84	001-7500	Supplies/Materials-Expendable
				354.82	001-7500	Tools/Under threshold furn/equip
				17.97	001-7532	R/M-Grounds
				70.64	001-7532	Supplies/Materials-Expendable
				25.26	001-7532	Supplies-Janitorial
				23.09	440-0100	R/M-Equipment
				6.98	440-0100	Supplies/Materials-Expendable
				99.23	440-0100	Tools/Under threshold furn/equip
				23.09	440-0200	R/M-Equipment
				6.98	440-0200	Supplies/Materials-Expendable

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				1,957.15	
HOWARD FERTILIZER & CHEMICAL CO INC					
	02/01/2017	142959	Computer		
				<u>11,380.32</u>	449-4924 Supplies-Chemicals
				11,380.32	
HYDRO-STAT INC					
	02/01/2017	142960	Computer		
				<u>56,039.00</u>	001-4300 Supplies-Uniforms/Protective gear
				56,039.00	
IMPERIAL ELECTRIC & LIGHTING					
	02/01/2017	142961	Computer		
				370.55	001-5500 R/M-Structures
				<u>73.93</u>	001-7532 R/M-Equipment
				444.48	
INGRAM LIBRARY SERVICES					
	02/01/2017	142962	Computer		
				<u>250.58</u>	001-7100 Capital Outlay: Books-general collections
				250.58	
J FELDMAN SIGNS INC					
	02/01/2017	142964	Computer		
				<u>257.00</u>	001-7532 R/M-Equipment
				257.00	
JOHN SROKA					
	02/01/2017	143028	Computer		
				<u>709.23</u>	001-2700 Memberships/Schools
				709.23	
JOHNSON, ANSELMO, MURDOCH, BURKE,					
	02/01/2017	142965	Computer		
				14,516.38	001-5400 Outside fees-Insuranc

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				14,516.38	
KAMAN INDUSTRIAL TECHNOLOGIES CORP.					
	02/01/2017	142966	Computer		
				<u>1,338.12</u>	440-0200 R/M-Lift station-materials
				1,338.12	
KATHLEEN CARTER					
	02/01/2017	142915	Computer		
				<u>505.26</u>	001-7533 Outside instructors
				505.26	
KELLY BLUE BOOK INC					
	02/01/2017	142967	Computer		
				<u>70.00</u>	001-7100 Publications/Subscriptions
				70.00	
KRISTIN CAMERON					
	02/01/2017	142912	Computer		
				<u>301.00</u>	001-0000 Refunds-Rec Trac System
				301.00	
KVM SERVICES INC					
	02/01/2017	142969	Computer		
				<u>189.00</u>	449-4922 R/M-Equipment
				189.00	
L & L DISTRIBUTORS INC					
	02/01/2017	142974	Computer		
				<u>113.96</u>	001-4400 R/M-Vehicles
				113.96	
LARRY KLINE WHOLESALE MEATS & PROVISIONS I					
	02/01/2017	142970	Computer		
				647.63	449-0000 Inventory-Groceries

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				647.63	
LEGACY TURF GROUP LLC					
	02/01/2017	142973	Computer		
				1,152.60	449-4924 Supplies-Chemicals
				1,152.60	
LOU BACHRODT FREIGHTLINER					
	02/01/2017	142976	Computer		
				54.66	001-4400 R/M-Vehicles
				54.66	
LUKES HEAVY TRUCKS & EQUIPMENT					
	02/01/2017	142977	Computer		
				48.66	113-1300 R/M-Equipment
				48.66	
M & H AUTOMOTIVE INC					
	02/01/2017	142987	Computer		
				718.58	001-0000 Inventory-Garage
				213.46	001-3900 R/M-Vehicles
				8.38	001-3900 Tools/Under threshold furn/equip
				5.37	001-4300 R/M-Vehicles
				59.94	001-4300 Supplies/Materials-Expendable
				58.48	001-5500 R/M-Vehicles
				3.72	001-5500 Tools/Under threshold furn/equip
				51.99	001-5900 R/M-Vehicles
				18.50	001-5900 Tools/Under threshold furn/equip
				108.40	001-6712 R/M-Structures
				84.25	001-7500 R/M-Equipment
				5.32	001-7500 R/M-Vehicles
				36.83	440-0100 R/M-Vehicles
				74.24	460-5200 R/M-Vehicles
				1,447.46	

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Check & Credit Register Detail
Check Dates 1/26/2017 to 2/1/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
MACMILLAN OIL COMPANY LLC						
	02/01/2017	142979	Computer	17,469.51	001-0000	Inventory-Gasoline PW
				17,469.51		
MARATHON HEALTH LLC						
	02/01/2017	142980	Computer	1,503.66	001-5300	Allocation Acct-Medical Administrative Costs
				1,503.66		
MARLENE BOILEAU						
	02/01/2017	142903	Computer	175.00	001-0000	Refunds-Rec Trac System
				175.00		
MARRERO & WYDLER						
	02/01/2017	142971	Computer	3,268.50	001-5400	Outside fees-Insuranc
				3,268.50		
MASSEY YARDLEY DODGE CHRYSLER JEEP RAM						
	02/01/2017	142982	Computer	1,049.81	001-3900	R/M-Vehicles
				1,049.81		
	01/30/2017	CM495343	Credit	-12.21	001-3900	R/M-Vehicles
				-12.21		
MATERIAL HANDLING SYSTEMS INC						
	02/01/2017	142983	Computer	490.00	440-0200	R/M-Equipment
				490.00		
MAX CAR WASH INC						
	02/01/2017	142984	Computer			

City of Plantation
Check & Credit Register Detail
Check Dates 1/26/2017 to 2/1/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				254.00	001-6712	R/M-Vehicles
				4.00	440-0100	R/M-Vehicles
				4.00	440-0200	R/M-Vehicles
				262.00		
MCKINSEY STEEL & SUPPLY OF FL INC						
	02/01/2017	142985	Computer			
				240.00	001-5500	R/M-Structures
				240.00		
MELROSE SUPPLY & SALES CORP						
	02/01/2017	142986	Computer			
				1,282.50	001-7531	R/M-Grounds
				1,282.50		
MEUY SAETERN						
	02/01/2017	143016	Computer			
				603.87	001-3900	Personnel Training-Non 2nd dollar
				603.87		
MIAMI PARTNERS LLC						
	02/01/2017	142988	Computer			
				1,729.00	001-3900	Supplies-Uniforms/Protective gear
				1,729.00		
MOTOROLA SOLUTIONS INC						
	02/01/2017	142989	Computer			
				885,000.00	001-3900	Communications
				885,000.00		
	02/01/2017	143052	Computer			
				1,950.54	001-4300	R/M-Maintenance contract
				1,950.54		
MSC INDUSTRIAL SUPPLY CO INC						
	02/01/2017	142990	Computer			

City of Plantation
Check & Credit Register Detail
Check Dates 1/26/2017 to 2/1/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				52.92	440-0100	Tools/Under threshold furn/equip
				68.44	440-0200	R/M-Lift station-materials
				118.63	440-0200	Tools/Under threshold furn/equip
				239.99		
MUNICIPAL SAFETY SERVICES, INC.						
	02/01/2017	142991	Computer			
				412.25	440-0100	Memberships/Schools
				412.25	440-0200	Memberships/Schools
				824.50		
NEXAIR LLC						
	02/01/2017	142992	Computer			
				71.25	440-0100	Supplies/Materials-Expendable
				71.25	440-0200	Supplies/Materials-Expendable
				142.50		
NORTRAX INC						
	02/01/2017	142993	Computer			
				288.79	440-0100	R/M-Vehicles
				288.80	440-0200	R/M-Vehicles
				577.59		
NU-TURF LAWN & GARDEN						
	02/01/2017	142994	Computer			
				310.00	001-7500	R/M-Grounds
				120.00	440-0100	R/M-Grounds
				430.00		
ODILO USA LLC						
	02/01/2017	142995	Computer			
				606.71	108-0000	Publications/Subscriptions
				606.71		
OHLIN SALES INC DBA OSI BATTERIES						
	02/01/2017	142996	Computer			

City of Plantation
Check & Credit Register Detail
Check Dates 1/26/2017 to 2/1/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				182.49	001-0000	Inventory-Central Services
				182.49		
OLD PLANTATION WATER CONTROL DISTRICT						
	02/01/2017	142997	Computer	4,274.00	460-5200	R/M-Maintenance contract
				4,274.00		
OVER THE TOP INC						
	02/01/2017	142998	Computer	333.92	449-4922	Rentals
				333.92		
PALADIN ELECTRONIC SERVICES INC						
	02/01/2017	142999	Computer	4,000.00	001-3900	Capital Outlay: Machinery and Equipment
				4,000.00		
PALM TRUCK CENTERS INC						
	02/01/2017	143000	Computer	192.00	001-4400	R/M-Vehicles
				192.00		
PATRICA M MACGOVERN						
	02/01/2017	142978	Computer	135.00	115-6600	Public services
				135.00		
PC CONTROLS INC						
	02/01/2017	143001	Computer	216.00	440-0100	R/M-Equipment
				216.00		
PENN CREDIT CORPORATION						
	02/01/2017	143002	Computer	12.75	001-0000	Accounts Payable - Due Penn Credit(EMS)

City of Plantation
Check & Credit Register Detail
Check Dates 1/26/2017 to 2/1/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				528.59	001-0000	Accounts Payable-Due Penn Credit
				541.34		
PLANTATION FORD						
	02/01/2017	143003	Computer	71.28	001-4300	R/M-Vehicles
				71.28		
PORT CONSOLIDATED INC						
	02/01/2017	143005	Computer	2,504.85	001-0000	Inventory-Garage
				37.38	440-0100	R/M-Vehicles
				37.39	440-0200	R/M-Vehicles
				2,579.62		
POWER CENTER INC						
	02/01/2017	143006	Computer	113.06	001-4300	R/M-Vehicles
				113.06		
PREFERRED IDENTITY PLAN						
	02/01/2017	143007	Computer	190.00	880-0000	Accrued Prepaid ID Fraud Protection
				190.00		
PREFERRED LEGAL PLAN						
	02/01/2017	142972	Computer	1,044.75	880-0000	Accrued PrePaid Legal
				1,044.75		
PROVIDENT LIFE & ACCIDENT INSURANCE COMPAN						
	02/01/2017	143009	Computer	890.00	880-0000	Accrued Life Ins Pay-Unum
				890.00		
PUBLIX SUPERMARKETS INC						

City of Plantation
Check & Credit Register Detail
Check Dates 1/26/2017 to 2/1/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	02/01/2017	143010	Computer			
				47.37	001-4300	Supplies/Materials-Expendable
				43.54	001-7500	Special events
				131.59	449-0000	Inventory-Groceries
				222.50		
R. L. SCHREIBER INC						
	02/01/2017	143013	Computer			
				49.90	449-0000	Inventory-Groceries
				49.90		
RESIDEX LLC						
	02/01/2017	143011	Computer			
				50.00	001-3900	R/M-Grounds
				24.00	001-4300	R/M-Grounds
				1,507.00	001-5500	R/M-Grounds
				1,507.00	001-5900	R/M-Grounds
				205.00	001-6712	R/M-Grounds
				8.00	001-7100	R/M-Grounds
				8.00	001-7300	R/M-Grounds
				1,354.00	001-7500	R/M-Grounds
				24.00	440-0100	R/M-Grounds
				16.00	440-0200	R/M-Grounds
				4,703.00		
REV RTC INC dba HALL-MARK RTC						
	02/01/2017	143012	Computer			
				1,146.51	001-4300	R/M-Vehicles
				6,633.98	001-4400	R/M-Vehicles
				7,780.49		
ROBERT MAREK-PETTY CASH						
	02/01/2017	142981	Computer			
				63.00	001-3900	Supplies/Materials-Expendable
				86.85	001-3900	Transportation costs

City of Plantation
Check & Credit Register Detail
Check Dates 1/26/2017 to 2/1/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				149.85	
ROTH SOUTHEAST LIGHTING LLC					
	02/01/2017	143015	Computer		
				<u>237.00</u>	001-6712 R/M-Structures
				237.00	
	01/31/2017	500936	Credit		
				<u>-380.00</u>	001-3900 R/M-Structures
				-380.00	
S&D COFFEE INC					
	02/01/2017	143019	Computer		
				<u>123.04</u>	449-0000 Inventory-Groceries
				123.04	
SAUTRICE KELLY					
	02/01/2017	142968	Computer		
				<u>500.00</u>	001-0000 Refunds-Rec Trac System
				500.00	
SAWGRASS FORD INC					
	02/01/2017	143017	Computer		
				<u>123.96</u>	001-3900 R/M-Vehicles
				123.96	
SCRATCH GOLF CO					
	02/01/2017	143018	Computer		
				<u>1,067.72</u>	440-0000 Service charge-PE-Billing charges
				1,067.72	
SERVICE MASTER					
	02/01/2017	142876	Computer		
				<u>105.00</u>	001-0000 Suspense
				105.00	

City of Plantation
Check & Credit Register Detail
Check Dates 1/26/2017 to 2/1/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
SEVEN C'S LINEN SERVICE						
	02/01/2017	143020	Computer			
				647.68	449-4922	Rentals
				75.00	449-4923	Supplies/Materials-Expendable
				722.68		
SHERWIN WILLIAMS COMPANY						
	02/01/2017	143021	Computer			
				285.83	001-5500	R/M-Structures
				94.44	001-7500	R/M-Grounds
				380.27		
SITEONE LANDSCAPE SUPPLY LLC						
	02/01/2017	143022	Computer			
				1,762.00	449-4924	Tools/Under threshold furn/equip
				1,762.00		
SMITH EQUIPMENT & SUPPLY COMPANY						
	02/01/2017	143023	Computer			
				446.20	001-0000	Inventory-Garage
				446.20		
SNODGRESS EQUIPMENT INC						
	02/01/2017	143024	Computer			
				1,675.00	001-7533	Capital Outlay: Machinery and Equipment
				1,675.00		
SOIL TECH DISTRIBUTORS INC						
	02/01/2017	143025	Computer			
				322.24	113-1300	R/M Streets
				958.10	113-1300	R/M-Walkways
				1,280.34		
SOPHIA LOPEZ A PA						
	02/01/2017	142975	Computer			
				82.38	001-0000	Refunds-Accela System

City of Plantation
Check & Credit Register Detail
Check Dates 1/26/2017 to 2/1/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				82.38		
SOUTHERN LOCK & SUPPLY CO						
	02/01/2017	143027	Computer	18.50	001-5500	Tools/Under threshold furn/equip
				18.50		
SOUTHERN SEWER EQUIPMENT SALES						
	02/01/2017	143026	Computer	131.03	440-0100	R/M-Vehicles
				131.02	440-0200	R/M-Vehicles
				262.05		
STAPLES ADVANTAGE						
	02/01/2017	143029	Computer	20.87	001-1100	Supplies-Office
				72.02	001-3505	Supplies-Office
				45.00	001-3900	Tools/Under threshold furn/equip
				206.80	001-4300	Supplies-Office
				935.99	001-4300	Tools/Under threshold furn/equip
				208.18	001-4700	Supplies-Office
				224.29	001-7100	Supplies-Office
				72.84	001-7500	Special events
				209.93	001-7500	Supplies-Office
				5.08	001-7532	Supplies-Office
				27.36	440-0100	Supplies/Materials-Expendable
				66.86	440-0100	Supplies-Office
				14.37	440-0200	Supplies/Materials-Expendable
				108.56	440-0200	Supplies-Office
				30.22	449-4920	Supplies-Office
				2,248.37		
	01/30/2017	3327164584	Credit	-208.50	001-4300	Supplies-Office

City of Plantation
Check & Credit Register Detail
Check Dates 1/26/2017 to 2/1/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				-208.50		
STATE FARM MUTUAL AUTO INS CO						
	02/01/2017	143030	Computer	2,835.21	001-5400	Uninsured liability claims
				2,835.21		
STATE OF FLORIDA						
	02/01/2017	143031	Computer	3,526.49	001-2300	Communications
				3,526.49		
STATE OF FLORIDA - DEPT OF FINANCIAL SVCS						
	02/01/2017	142939	Computer	7,931.28	001-5300	Allocation Acct-Worker's comp premium
				7,931.28		
STONER & ASSOCIATES INC						
	02/01/2017	143032	Computer	5,240.00	001-4300	Capital Outlay: Improvements
				5,240.00		
SUPPLYWORKS						
	02/01/2017	143033	Computer	359.52	001-4300	Supplies-Janitorial
				17.70	001-4400	Supplies-Medical
				39.05	001-5500	Supplies-Janitorial
				97.50	001-6711	Supplies/Materials-Expendable
				421.88	001-6712	Supplies-Janitorial
				76.87	001-7300	Supplies-Janitorial
				864.83	001-7500	Supplies/Materials-Expendable
				184.47	001-7500	Supplies-Janitorial
				18.50	001-7500	Tools/Under threshold furn/equip
				556.58	001-7531	Supplies/Materials-Expendable
				37.98	001-7531	Supplies-Janitorial

City of Plantation
Check & Credit Register Detail
Check Dates 1/26/2017 to 2/1/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				50.42	001-7532	Supplies/Materials-Expendable
				206.88	001-7533	Supplies/Materials-Expendable
				27.00	001-7533	Supplies-Janitorial
				69.60	113-1300	Tools/Under threshold furn/equip
				97.45	440-0100	Supplies/Materials-Expendable
				133.80	440-0200	Supplies/Materials-Expendable
				258.02	449-4922	Supplies/Materials-Expendable
				72.27	449-4922	Supplies-Janitorial
				3,590.32		
	01/31/2017	389812579	Credit			
				-54.84	440-0100	Supplies/Materials-Expendable
				-54.84	440-0200	Supplies/Materials-Expendable
				-109.68		
SYNALOVSKI ROMANIK SAYE LLC						
	02/01/2017	143034	Computer			
				1,415.16	313-0000	Capital Outlay: Buildings
				1,415.16		
TANK DEPOT						
	02/01/2017	143035	Computer			
				557.17	001-5900	R/M-Vehicles
				557.17		
TEN-8 FIRE EQUIPMENT INC						
	02/01/2017	143036	Computer			
				5,401.00	001-4300	Tools/Under threshold furn/equip
				5,401.00		
THOMAS JEROME						
	02/01/2017	142963	Computer			
				500.00	001-0000	Refunds-Rec Trac System
				500.00		
TIP TOP TOPPERS INC						

City of Plantation
Check & Credit Register Detail
Check Dates 1/26/2017 to 2/1/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	02/01/2017	143038	Computer			
				324.00	113-1300	R/M-Vehicles
				324.00		
TIRESOLES OF BROWARD INC						
	02/01/2017	143039	Computer			
				2,428.85	001-0000	Inventory-Garage
				453.36	001-4300	R/M-Vehicles
				182.38	001-7500	R/M-Tires
				3,064.59		
TT&S INC						
	02/01/2017	143040	Computer			
				25.00	001-3505	Printing and binding
				25.00		
TV DIVERSIFIED LLC						
	02/01/2017	143041	Computer			
				43,878.60	443-0000	CIP - Lift Station #66 Replacement
				43,878.60		
UNITED PARCEL SERVICE INC						
	02/01/2017	143043	Computer			
				11.22	001-3900	Postage/shipping charges
				11.22		
VERIZON WIRELESS						
	02/01/2017	143044	Computer			
				257.22	001-5100	Communications
				257.22		
VET BRANDS INTERNATIONAL INC						
	02/01/2017	143045	Computer			
				1,336.00	001-7533	R/M-Grounds
				1,336.00		

City of Plantation
Check & Credit Register Detail
Check Dates 1/26/2017 to 2/1/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
VIKING BILLING SERVICE INC						
	02/01/2017	143046	Computer			
				148.00	001-5400	Uninsured liability claims
				148.00		
WALMART COMMUNITY						
	02/01/2017	143047	Computer			
				11.96	001-6712	Supplies/Materials-Expendable
				124.78	001-7500	Special events
				65.06	001-7500	Supplies-Janitorial
				201.80		
WATER MARK REALITY						
	02/01/2017	143048	Computer			
				500.00	001-0000	Refunds-Rec Trac System
				500.00		
WEEKLEY ASPHALT PAVING INC						
	02/01/2017	143049	Computer			
				643.68	113-1300	R/M Streets
				411.24	460-5200	Materials/Labor-Drainage system
				1,054.92		
WILLIAM H HARRISON - PETTY CASH						
	02/01/2017	142955	Computer			
				18.25	001-3900	Postage/shipping charges
				5.00	001-3900	Supplies/Materials-Expendable
				65.46	001-3900	Transportation costs
				88.71		
WILLIE THE BEE MAN INC						
	02/01/2017	143050	Computer			
				495.00	001-5900	R/M-Grounds
				495.00		

City of Plantation
Check & Credit Register Detail
Check Dates 1/26/2017 to 2/1/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
UNITED HEALTHCARE	01/26/2017	W00000000000211953	Manual			
				129,356.98	001-5300	Allocation Acct-Medical Claims
				99,357.67	001-5300	Allocation Acct-Medical prescriptions
				228,714.65		
Sum of Computer Checks				1,661,650.87		
Sum of Manual Checks				228,714.65		
Total				1,890,365.52		

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

City of Plantation**Check & Payment Register Fund Summary****Check Dates 1/26/2017 to 2/1/2017**

<u>Fund</u>	<u>Fund Name</u>	<u>Computer Checks</u>	<u>Manual Checks</u>	<u>Credits</u>	<u>Total</u>
001	General Fund	1,292,600.53	228,714.65	-630.71	1,520,684.47
108	Library Board	1,636.58			1,636.58
113	Road and Traffic Control	71,767.27			71,767.27
114	State Housing Initiative Prog	2,190.00			2,190.00
115	Community Dev Block Grant	495.00			495.00
118	Federal Forfeitures	6,510.20			6,510.20
313	2013 Note Construction	1,415.16			1,415.16
440	Utility Operations	197,693.51		-109.68	197,583.83
443	Utility Repair & Replacement	43,878.60			43,878.60
449	Plantation Preserve	31,006.73			31,006.73
460	Stormwater	11,072.93			11,072.93
880	Pooled Cash & Investments	2,124.75			2,124.75
		<u>1,662,391.26</u>	<u>228,714.65</u>	<u>-740.39</u>	<u>1,890,365.52</u>

City of Plantation
Checks by Third Party Administrator
Check Dates 1/26/2017 to 2/1/2017



<u>Fund/Dept</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
001-5300	Allocation Acct-Worker's comp claims	9,023.00	
880-0000	Cash-SunTrust Insurance #3255		9,023.00
		<u>9,023.00</u>	<u>9,023.00</u>



City of Plantation
City Council Chambers

Subject:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 19, 2017 through February 1, 2017 for the City of Plantation's Community Redevelopment District.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 19, 2017 through February 1, 2017 for the City of Plantation's Community Redevelopment District.

ATTACHMENTS:

Description

Bill List CRA Cover & Week 1

Upload Date

2/2/2017

Type

Cover Memo

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXPENDITURES AND
APPROPRIATIONS REFLECTED IN THE WEEKLY EXPENDITURE REPORT
FOR THE PERIOD January 19, 2017 THROUGH February 01, 2017
THE CITY OF PLANTATION'S COMMUNITY REDEVELOPMENT AGENCY

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF PLANTATION COMMUNITY REDEVELOPMENT AGENCY, that:

Section 1: The expenditures reflected on the weekly Expenditure Report from the Redevelopment Trust Fund of the Plantation Community Redevelopment Agency are herewith approved and ratified. The planned and actual appropriations and expenditures shown in said report are hereby authorized, ratified, and approved and shall be funded from existing revenue sources. For those planned and actual appropriations and expenditures that exceed the total prior approved budget amount at the fund level, as amended, the appropriate fund's budget is hereby increased by that amount necessary to accommodate the planned and actual expenditure and appropriations for the fund, as listed in the attached report. A copy of the said weekly report(s) will be filed with the City Clerk of the City of Plantation, with a copy of the Resolution attached thereto.

Section 2: This Resolution shall become effective after being approved and adopted by a majority of the Board of Commissioners of the Plantation Community Redevelopment Agency and signed by the Chairman.

APPROVED AND ADOPTED BY A MAJORITY OF THE BOARD OF COMMISSIONERS OF THE PLANTATION COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PLANTATION, FLORIDA, THIS Wednesday, February 8, 2017.

SIGNED BY THE CHAIRMAN THIS Wednesday, February 8, 2017.

Chairperson

ATTEST:

City Clerk

Approval:

Finance

Date

Administration

Date

Plantation Community Redevelopment Agency

Computer Check Register

Check Dates 1/19/2017 to 1/25/2017



<u>Check</u>	<u>Vendor</u>	<u>Checks Voided</u>	<u>Amount</u>	<u>Check Date</u>
142848	KONICA MINOLTA BUSINESS SOLUTIONS		44.10	01/25/2017
			<u>44.10</u>	

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

Plantation Community Redevelopment Agency**Check & Credit Register Detail****Check Dates 1/19/2017 to 1/25/2017**

<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
KONICA MINOLTA BUSINESS SOLUTIONS						
	01/25/2017	142848	Computer			
				44.10	110-1000	R/M-Maintenance contract
				44.10		
		Sum of Computer Checks		44.10		
		Sum of Manual Checks				
		Total		44.10		

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

Plantation Community Redevelopment Agency

Check & Payment Register Fund Summary

Check Dates 1/19/2017 to 1/25/2017



<u>Fund</u>	<u>Fund Name</u>	<u>Computer Checks</u>	<u>Manual Checks</u>	<u>Credits</u>	<u>Total</u>
110	Community Redevelopment Agency	44.10			44.10
		<u>44.10</u>			<u>44.10</u>

Plantation Community Redevelopment Agency
Payroll Summary By Fund/Department
Check Dates 1/19/2017 to 1/25/2017



<u>Fund</u>		<u>Department</u>	<u>Gross Wages</u>	<u>Deductions</u>	<u>Net Wages</u>
110	Community Redevelopment Agency	1000 Community Redevelopment Agency	4,151.07	816.45	3,334.62
			<u>4,151.07</u>	<u>816.45</u>	<u>3,334.62</u>

Plantation Community Redevelopment Agency
Payroll Summary By Fund
Check Dates 1/19/2017 to 1/25/2017



<u>Fund</u>		<u>Gross Wages</u>	<u>Deductions</u>	<u>Net Wages</u>
110	Community Redevelopment Agency	4,151.07	816.45	3,334.62
		<u>4,151.07</u>	<u>816.45</u>	<u>3,334.62</u>



City of Plantation
City Council Chambers

Subject:

Pet Shops Code Enforcement Update

ATTACHMENTS:

Description

Cover memo

Upload Date


2/2/2017

Type

Cover Memo

MEMORANDUM

To: Mayor and Members of the City Council

From: Donald J. Lunny, Jr., City Attorney 

Date: February 2, 2017

Re: Pet Shops Code Enforcement Update

Copies: Bill Laystrom, Esq. and Joseph Goldstein, Esq.

This Agenda Item is not sponsored by the Administration; instead, it is being sponsored by me in light of pending litigation and a Special Magistrate Ruling.

As the Council may recall, the City adopted Ordinance No. 2536 pertaining to the subject of animals on August 31, 2015. Similar local legislation has been referenced as "Puppy Mill" legislation. A copy of this Ordinance is attached as Exhibit "1". The Ordinance established a time deadline of January 1, 2016 for pet shops in Plantation sell off their existing inventory so as to thereafter conform to the Ordinance.

The plain and unambiguous language of the Ordinance allows pet shops to sell dogs or cats from a single hobby breeder, which is defined as a breeder which has a single litter per year. On June 20, 2016, the City Code Enforcement Division issued a Notice of Violation to Petland Plantation and the owner of the Fountains Shopping Center. Among other arguments presented to the Special Magistrate, the Respondents argued that the Ordinance should not be construed to allow pet shops to sell dogs and cats from only one hobby breeder. The Special Magistrate determined that the Ordinance was valid and enforceable, and allowed the Respondents until February 9, 2017 to come into compliance. Attached as Exhibit "2" is the Order of the Special Magistrate. The February 9, 2017 date was established after the Appellants' indicated a desire to address the Council about this matter.

On November 18, 2016, Petland appealed the Special Magistrate's rulings in the Code Enforcement Case, including rulings which we believed were no longer reviewable by Appeal. The case has been assigned a Case No. of CACE 16-021071 (AP), and will be reviewed by a three (3) Judge panel of the 17th Judicial Circuit Court. The Court has stricken from the Appeal Special Magistrates Orders that are no longer reviewable by Appeal. To allow the Council to consider the Appellant's request, I have granted the Appellants' a thirty (30) day extension of time to file their initial Brief (which was otherwise due on or about February 27, 2017).

In the absence of any additional flexibility being written into the Ordinance, we will continue to follow its plain meaning, and will continue to defend the Appeal unless the litigation is resolved. Please note:

1. If the City Council desires to amend the law to increase the number of hobby breeders from which any pet shop in Plantation can source dogs or cats, the City may wish to consider

making the number manageable from a Code Enforcement perspective. In order to accommodate economies of scale, perhaps allowing a pet shop to source animals from hobby breeders depending on the amount of leased retail space may be one idea (i.e. one breeder per year per each 1,000 sq. ft. of leased space for the store's retail operations). I do not believe that any slight increase in flexibility in this regard will resolve the Appeal, and I am confident that any effort to amend the Ordinance in this regard will be closely scrutinized by that portion of the public which *strongly* urged the Ordinance's adoption.

2. Petland's legal counsel has informally advised that they believe Petland has approximately three (3) years left on its lease, and that they believe Petland and the Fountains Shopping Center owner may agree to resolve the Code Enforcement Appeal if they are allowed to continue their current operations through the end of their current lease term, with the understanding that the store would either become fully compliant at that time, or leave Plantation. As of this writing, this proposal should not be considered an Offer that is "on the table" so to speak. If this proposal becomes an "Offer" which is acceptable to the Council, the form and nature of these commitments would minimally involve a Forbearance Agreement, a Dismissal of the Appeal with Prejudice, and an Agreed Order being entered by the Code Enforcement Special Magistrate. An update report at the Council Meeting is expected by Petland's lawyers, and if an arrangement is made which is acceptable to the City, I would respectfully ask that the Administration be given the authority to implement the arrangement without further Council approvals.

This matter is now ready for consideration as an Administrative Item.

DJL:tw

Attachments

[900]9001-11002

ORDINANCE NO. ~~2536~~

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA RELATING TO ANIMALS BY AMENDING THE PLANTATION CODE OF ORDINANCES TO CREATE REGULATIONS FOR THE RETAIL SALE OF DOGS AND CATS; PROVIDING SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, existing state and federal laws regulate dog and cat breeders, as well as pet shops that sell dogs and cats including the Animal Welfare Act ("AWA") (7 U.S.C. Section 2131 et seq.); and

WHEREAS, Animal Welfare Act requires, among other things, the licensing of certain breeders of dogs and cats and that these breeders maintain minimum health, safety and welfare standards for animals in their care with enforcement of these requirements by the United States Department of Agriculture ("USDA"); and

WHEREAS, according to USDA inspection reports, some additional documented problems found at puppy mills include: (1) sanitation problems leading to infectious disease; (2) large number of animals overcrowded in cages; (3) lack of proper veterinary care for severe illnesses and injuries; (4) lack of protection from harsh weather conditions; and (5) lack of adequate food and water; and

WHEREAS, according to The Humane Society of the United States, American consumers purchase dogs and cats from pet shops that the consumers believe to be healthy and genetically sound, but in reality, the animals often face an array of health problems including communicable diseases or genetic disorders that present immediately after sale or that do not surface until several years later, all of which lead to costly veterinary bills and distress to consumers; and

WHEREAS, many "puppy mill" puppies and "kitten factory" kittens are being sold in pet shops for sale to the public; and

WHEREAS, across the country, thousands of independent pet shops as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of dogs and cats; many of these shops collaborate with local animal sheltering and rescue organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

WHEREAS, while the City Council recognizes that not all dogs and cats retailed in pet shops are products of inhumane breeding conditions and would not classify every commercial breeder selling dogs or cats to pet shops as a "puppy mill" or "kitten factory", it is the City Council's belief that puppy mills and kitten factories continue to exist in part because of public demand and the sale of dogs and cats in pet shops; and

WHEREAS, the City Council believes that restricting the retail sale of dogs and cats in pet shops in the City will promote community awareness of animal welfare and, in turn, will foster a more humane environment in the City;

WHEREAS, many jurisdictions across the country have enacted similar ordinances and as such the constitutionality of many of the ordinances have been challenged in Federal Court;

WHEREAS, in Florida, the United States District Court for the Southern District of Florida heard a challenge to the ordinance adopted by the City of Sunrise;

WHEREAS, the court on summary judgment upheld the City of Sunrise ordinance against the constitutional challenges of the pet shop plaintiff in that case;

WHEREAS, the courts in other jurisdictions, most recently the Arizona Federal Court in the Phoenix case, have made similar findings upholding the authority of local governments to regulate in this area and the manner in which local governments are implementing the regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PLANTATION, FLORIDA:

Section 1. The forgoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby rendered a specific part of this Ordinance upon adoption and shall serve as its legislative history.

Section 2. Sec. 4-1, "Definitions" is hereby amended to read as follows:

Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal shall mean every living non-human creature, excluding tropical fish.

Animal control officer or officer shall mean any person employed by the City of Plantation or Broward County, or such agents or employees as are designated by the city or county to perform the duties of such officer, which person is authorized to investigate on public or private property civil infractions relating to animal control or cruelty, and to issue citations as provided herein. An animal control officer is not authorized to bear arms or make arrests (unless such person is a sworn police officer).

Animal rescue organization means humane society or other duly incorporated nonprofit organization operated as a bona fide charitable organization under Section 501(c)3 of the Internal Revenue Code, which organization is devoted to the rescue, care and/or adoption of stray, abandoned or surrendered animals and which does not breed animals.

Animal shelter means a public animal shelter or duly incorporated nonprofit organization devoted to the rescue, care and adoption of stray, abandoned or surrendered animals, and which does not breed animals.

At large means off the premises of the owner and not under the control, custody, charge or possession of the owner or other responsible persons to whom custody, control, charge or possession of an animal, either by leash, cord, chain, or other physical barrier, fence, cage, full or partial enclosure sufficient to contain the animal, has been delegated.

Broward County Animal Regulations shall mean the Broward County Animal Care and Regulation Ordinance and any and all rules and regulations promulgated thereunder.

Cat means an animal of the Felidae family of the order Carnivora.

Certificate of source means any document from the source city or county animal shelter or animal control agency, humane society, Hobby breeder, or non-profit rescue organization declaring the source of the dog or cat on the premises of the pet shop, retail business, or other commercial establishment. The certificate of source shall include at a minimum: (a) a photograph of the dog or cat; (b) a brief description of the dog or cat, the name, address, telephone number, and e-mail address of the source of the dog or cat; (c) shall be signed by the pet store certifying the accuracy of the certificate; and (d) shall be signed by the purchaser or transferee of the dog or cat acknowledging receipt of the Certificate of Source.

Citation shall mean a written notice issued to a person by an officer with probable cause to believe that the person has committed a civil infraction in violation of this chapter.

City shall mean the City of Plantation, Florida.

City council shall mean the City Council for the City of Plantation, Florida.

Control shall mean the regulation of the possession, ownership, care and custody of an animal.

County shall mean Broward County, Florida.

Division shall mean the Animal Care and Regulation Division for Broward County.

Dog means an animal of the Canidae family of the order Carnivora and includes both male and female.

Existing pet shop means any pet shop or pet shop operator that displayed, sold, delivered, offered for sale, offered for adoption, bartered, auctioned, gave away, or otherwise transferred cats or dogs in the City on the effective date of this article and complied with all applicable provisions of the Code of Ordinances.

Harboring shall mean the act of keeping and caring for an animal or providing a premises to which the animal returns for food, shelter or care for a period of at least forty-eight (48) hours.

Hobby breeder means any person or entity that causes or allows the breeding or studing of a dog or cat resulting in no more than a total of one litter per calendar year whether or not the animals in such litter are offered for sale or other transfer. The use of any property in the City for this purpose shall be appropriately zoned and licensed by the City for such purpose and comply with applicable federal, state, and county laws and regulations.

Kennel shall mean any place at which dogs, cats or any other animal, reptile, bird or fowl are kept for sale, breeding, boarding, treatment or grooming purposes as allowed by this Chapter and the zoning regulations of the city, Broward County, or both, if applicable. "Kennel" shall not include any

humane society, animal protection agency or veterinarian clinic.

Pet shop means an establishment open to the public and engaging in the business of the retail sale of animals.

Pet shop operator means a person who owns or operates a pet shop, or both.

Owner means any person owning, keeping or harboring an animal.

Retail sale includes display, offer for sale, offer for adoption, trade, rent, barter, auction, give away, or other transfer of or dispose of any cat or dog.

Veterinarian shall mean a veterinarian duly licensed and regulated by the State of Florida in accordance with Chapter 474 of the Florida Statutes.

Wild animal shall mean any non-human primate, raccoon, skunk, fox, poisonous snake, leopard, panther, tiger, lion, lynx or any other animal so classified by the Florida Game and Fresh Water Fish Commission.

Section 3. Chapter 4 of the Code of Ordinances of the City of Plantation, entitled "Animals", is amended to create a new Article III as follows:

Article III.

Retail Sale of Dogs and Cats

Sec. 4-31. Sale or transfer of dogs and/or cats. Except as provided in Sec. 4-32 and 4-33 below, no pet shop shall engage in the retail sale of dogs or cats in the City on or after _____ [the effective date of this Ordinance].

Sec. 4-32. Existing Inventory. An existing pet shop may continue the retail sale of its inventory of cats and dogs as of _____ [the effective date of this Ordinance], until January 31, 2016. Existing pet shops shall provide the City with copies of its inventory documentation as of _____ [the effective date of this Ordinance]. The inventory documentation shall include a photograph of each dog and cat. The word "inventory" as used herein means those dogs and cats actually located on the premises of the Pet Shop, and those dogs and cats which are alive as of _____ [effective date of this Ordinance] and which have been ordered by the pet shop for retail sale at the Premises pursuant to inventory replacement orders that were existing as of _____ [the effective date of this Ordinance].

Sec. 4-33. Exceptions. The prohibition of Sec. 4-31 shall not apply to:

1. Hobby breeders as defined in this Chapter; or
2. An animal shelter as defined in this Chapter; or
3. A animal rescue organization as defined in this Chapter; or

4. An animal shelter or animal rescue organization that operates out of or in connection with a pet shop; or
5. Pet shops that obtain all cats and dogs for retail sale on the pet shop premises from a Hobby breeder; or
6. Some or all of the foregoing.

Sec. 4-34. Certificate of Source. A pet shop shall post and maintain in a conspicuous place, on or within three (3) feet of each dog's or cat's kennel, cage, or enclosure, a certificate of source with photograph of each dog or cat offered for retail sale, and shall provide a copy of such certificate to the purchaser or transferee of any dog or cat sold or transferred. A code enforcement officer or police officer may request a review copies of such certificates and, upon such request, the pet shop operator or any attending employee must present such certificates at that time and without delay. Failure to post and maintain the certificate of source as provided herein is a violation of this section. In addition, failure to provide a certificate of source, and the provision of a falsified certificate of source, is a violation of this section.

Sec. 4-35. Hobby Breeders must meet the following requirements:

(a) Keep records for a period of at least three (3) years and make such records available for review by the City upon request of (i) the birth of each litter of dogs and cats and (ii) veterinary records of rabies vaccinations, all other inoculations, and any medical condition(s) of each dog and cat.

(b) Ensure that dogs and cats are provided: clean, sanitary, safe and humane conditions; sufficient quantities of appropriate food daily; proper air ventilation and circulation; adequate quantities of visible, clean and fresh water available at all times; and medical attention or necessary veterinary care when the dog or cat is diseased or injured.

Sec. 4-36. Remedies and Enforcement. The City shall have the following remedies and enforcement powers for violations of this Article. The remedies and enforcement powers established in this Article shall be cumulative and the City may exercise them in any order or combination at any time.

(a) Each retail sale of any dog or cat in violation of this Article shall be a separate violation (i.e. a pet shop owner or a pet shop operator, or both, shall be subject to being cited for each transaction as a separate violation).

(b) The City may seek to revoke any issued local business tax receipts issued for the location of the violation.

(c) The City may seek an injunction or other equitable relief in court to enjoin violations of this Article.

(d) The City may seek a court order in the nature of mandamus, abatement, injunction, or other action or proceeding to abate or remove a violation.

(e) The city may also seek to enforce a violation of this Article in accordance with Chapter 6 of this Code (by prosecuting the case in front of the special magistrate) with each day of the violation being a separate offense.

(f) The City may also choose to prosecute violations in accordance with the procedures set forth in section 4-20 of this Code. However, any person or entity cited for an infraction under this Article, who elects not to contest the citation shall pay a civil penalty in an amount as follows which must be remitted in accordance with subsection 14-20(d) of this Code:

- (1) One hundred dollars (\$100.00) for the first offense.
- (2) Two hundred dollars (\$200.00) for the second offense.
- (3) Four hundred dollars (\$400.00) for the third and any subsequent offense.

Any person cited for an infraction under this Article who elects to contest the citation and is found to have committed the violation, or any person who does not elect to contest the violation but fails to pay the applicable civil penalty in a timely manner as set forth in subsection 14-20(d) of this Code, shall pay a civil penalty in an amount as follows:

- (1) Two hundred dollars (\$200.00) for the first offense.
- (2) Up to five hundred dollars (\$500.00) for the second and any subsequent offense.

The city may assess against such persons all costs incurred by the city for transportation, impoundment, confinement, treatment or destruction of the animal.

(g) In addition to the enforcement powers specified in this Article, the City may exercise any and all enforcement powers granted by City Charter, ordinance, or state or federal law.

Section 4. Severability. Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 5. Inclusion in the Code. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Code of the City of Plantation; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect immediately upon passage on second reading by the City Council and signature by the Mayor.

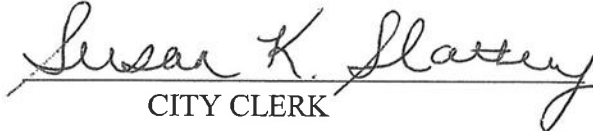
PASSED ON FIRST READING by the City Council this 9th day of April, 2014.

PASSED AND ADOPTED ON SECOND READING by the City Council this 26th day of August, 2015.

SIGNED by the Mayor this 31 day of August, 2015.

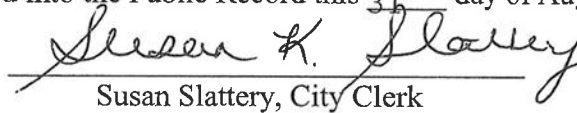

MAYOR

ATTEST


CITY CLERK

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Ordinance was received by the Office of the City Clerk and entered into the Public Record this 31 day of August, 2015.


Susan Slattery, City Clerk

PREPARED BY:
CODE ENFORCEMENT OFFICE
CITY OF PLANTATION
451 NW 70th TERRACE
PLANTATION, FL 33317
TELEPHONE: 954-797-2267

**SPECIAL MAGISTRATE
CITY OF PLANTATION, FLORIDA**

CITY OF PLANTATION, FLORIDA

Case No: CE16-01451

Petitioner,

vs.

DDR SOUTHEAST FOUNTAINS LLC

Respondent/Owner,

And

PETLAND PLANTATION,

Respondent/Tenant.

SUPPLEMENTAL ORDER/CLAIM OF LIEN

The City of Plantation, Special Magistrate, 400 NW 73rd Avenue, Plantation, Florida 33317, after due notice to the Respondents conducted a hearing in this matter. JOSEPH GOLDSTEIN, Attorney for Respondent/Tenant, and TATIANA ACERO, City Code Inspector and QUENTIN MORGAN, Attorney for Petitioner appeared at the hearing. The owners of Petland Plantation and a representative from Respondent/Owner, DDR SOUTHEAST FOUNTAINS LLC were present but did not present any evidence or testimony. The Special Magistrate having heard testimony at a Status Conference and the Hearing to Confirm Fine held on October 20, 2016 and based on the evidence, the Special Magistrate enters the following findings of fact and order:

1. That the Special Magistrate did issue a Final Order on July 21, 2016 on the above captioned case commanding the Respondent/Owner, DDR SOUTHEAST FOUNTAINS LLC and Respondent/Tenant, PETLAND PLANTATION to bring the violations of the City of Plantation, Code of Ordinances, as to SECTION 4-31 and SECTION 4-34 into compliance on or before August 20, 2016 or pay a fine in the amount of \$250.00 per day per violation for each day of non-compliance hereafter.

2. That said violations occurred on the following described real property situate, lying and being in Broward County, Florida to wit:

Exhibit "2"

STREET ADDRESS: 801 S UNIVERSITY DRIVE (C106), PLANTATION, FLORIDA

LEGAL DESCRIPTION FOR PROPERTY ID #5041 09 25 0010

JACARANDA PARCEL 816 114-9 B PARCEL 816 LESS PTS K/A OUTPARCELS 1 THRU 11 OF "THE FOUNTAINS" & LESS POR DESC IN OR 43356/1589 AS PARCEL 1 LESS POR AS DESC IN OR 48168/58

3. That Respondent/Tenant, PETLAND PLANTATION request for Case Status Conference filed the morning of the hearing was granted and heard and the request to amend the Final Order or provide any rulings that would modify the Final Order was denied.

4. That the Respondent/Owner, DDR SOUTHEAST FOUNTAINS LLC and Respondent/Tenant, PETLAND PLANTATION did comply SECTION 4-34 on or before the date specified in the Final Order entered therein. The Respondents did not comply SECTION 4-31 on or before the date specified in the Final Order entered therein.

5. IT IS THE ORDER OF THE SPECIAL MAGISTRATE that the City Ordinance number 2536 is valid and enforceable.

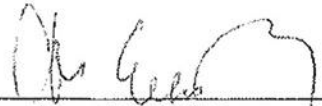
6. IT IS THE ORDER OF THE SPECIAL MAGISTRATE that the reduced fine of \$125.00 per day for violation of City of Plantation Code of Ordinances, SECTION 4-31 as specified in said Final Order is hereby confirmed and ratified. The fine shall begin to accrue on October 20, 2016.

The Respondents are hereby granted an additional extension of time until on or before the 9th day of February, 2017 to come into compliance before the accrued fine and lien attach to the property. If the Respondents come into compliance on or before the 9th day of February, 2017 there shall be no fine or lien. In the event the Respondents do not comply the violation on or before the above extended date of compliance, the accrued fine which commenced on the 20th day of October, 2016 shall continue to accrue thereafter at the per diem specified until such time as the Respondent/Owner, DDR SOUTHEAST FOUNTAINS LLC and Respondent/Tenant, PETLAND PLANTATION shall comply with said Final Order, plus the recovery of reasonable attorney's fees and costs in any foreclosure of the lien.

7. The fine confirmed above shall constitute a lien against the land on which the violation exists, and upon any other real or personal property owned by the Respondent/Owner, DDR SOUTHEAST FOUNTAINS LLC and Respondent/Tenant, PETLAND PLANTATION in any county wherein a certified copy of this Supplemental Order/Claim of Lien is recorded.

8. If the fine is not satisfied within 90 days from the date of this Order, the City of Plantation is authorized to foreclose on all liens or to sue to recover a money judgment for the amount of those fines plus interest that have remained unpaid for three months following the date of this order.

DONE AND ORDERED on this 20th day of October, 2016.


SPECIAL MAGISTRATE

STATE OF FLORIDA)

COUNTY OF BROWARD) SS.

The foregoing instrument was SWORN TO, SUBSCRIBED, AND ACKNOWLEDGED before me on this 20th day of October, 2016 by STEVEN E. EISENBERG, the Special Magistrate of the City of Plantation, who is personally known to me.

Verlen B. Fox
Notary Signature

Verlen B. Fox
Printed Name of Notary

Notary Stamp



RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Order was received by the Principal Office Assistant and entered into the Case Docket (Public Record) this 27 day of October, 2016.

Verlen B. Fox
Principal Office Assistant



City of Plantation
City Council Chambers

Subject:

Discussion concerning amending the permitted uses of the Master List of Business and Commercial Uses to allow commercial recreation game room use.

ATTACHMENTS:

Description

Memorandum

Upload Date

2/2/2017

Type


Cover Memo




**Planning, Zoning & Economic Development
Memorandum**

DATE: February 8, 2017

TO: Mayor and City Council

FROM: Gayle Easterling, AICP, Senior Planner 

THRU: Dan Holmes, AICP, Director of Planning, Zoning and Economic Development 

SUBJECT: Consideration of a request to amend the permitted uses of the Master list of business and commercial uses to allow commercial recreation game room use

Section 27-716 of the Code provides in tabular form a listing of the uses that shall be permitted or prohibited in the various business and commercial zoning districts; the Master list of business and commercial uses. Where a commercial or business use is not expressly permitted or prohibited on such master list, it is deemed prohibited unless an ordinance defining such permissive use, placing such restrictions thereon as are deemed appropriate, and otherwise identifying the commercial or business use districts wherein such use will be permitted is adopted by the governing body.

The Planning, Zoning and Economic Development Department has received a request to allow an "escape room" at 8320 West Sunrise Boulevard (Plantation Pavilion). An "escape room" is a physical adventure game in which players are locked in a room and have to use elements of the room to solve a series of puzzles and escape within a set time limit. The games are physical versions of "escape the room" video games. Games are set in a variety of fictional locations, such as prison cells, dungeons and space stations, and are popular as team building exercises or entertainment for small groups. Some cities allow this use under the definition of game room (not to include bingo or any form of gambling) and some consider it as a commercial recreation use.

Plantation Pavilion is zoned B-7Q (Planned Commercial Development) and developed with an existing multi-tenant commercial building. The applicant is proposing occupancy of a 3,400 square foot tenant space within the existing building for an "escape room" venue.

REQUEST:

Staff requests direction from the City Council as to whether the Council wishes to consider a code amendment to allow games rooms, such as escape rooms, in some or all of the business or commercial districts. If so, staff will conduct further research and prepare a draft ordinance for City Council consideration.

PLANTATION PAVILION, INC.

8320 W. Sunrise Boulevard, Suite 204
Plantation, FL 33322
Phone - 954.472.6450
Fax - 954.472.6420
Email – Mark@MarkLSchmidt.com

December 19, 2016

VIA EMAIL: JMedina@plantation.org

Ms. Josephine Medina
Planning Technician
CITY OF PLANTATION
PLANNING, ZONING & ECONOMIC DEVELOPMENT DEPT.
400 NW 73rd Avenue
Plantation, FL 33317

RE: Use Determination for Suite 100 (3,400 sq. ft.) @ Plantation Pavilion

Dear Josephine,

Per the Use Determination requirements, please note the following for the above referenced:

Name of Applicant: LWH Enterprises, LLC d/b/a M.D. Watson's Escape Rooms

Name of Business Owner: Plantation Pavilion

Proposed Business Location: 8320 W. Sunrise Blvd., Suite 100

Name of Business: LWH Enterprises, LLC d/b/a M.D. Watson's Escape Rooms

Description of Business: Mystery & Escape Rooms used for –

- General Family Entertainment
- Corporate Bonding
- Corporate Meetings
- Conference Room & Meeting Space Available
- Retail Sales of Logo Merchandise

Size of Business: 3,400 Gross Sq. Ft.

Breakdown of Areas: Office Space and Corporate Bonding/Meeting = 1,500 sq. ft.
Retail Logo Merchandise Sales = 100 sq. ft.
Administrative = 300 sq. ft.
Mystery Escape Rooms = 1,100 sq. ft.
Storage = 400 sq. ft.

PLANNING, ZONING & ECONOMIC DEVELOPMENT DEPT.

Number of Employees: Eight (8) Full & Part Time Employees with only 2 to 3 working at one time. No employees are working in cubicles.

Hours of Operation: Tuesday through Thursday 4:00 pm – 10:00 pm
Friday 4:00 pm – 12:00 am
Saturday 12:00 pm – 12:00 am
Sunday 12:00 pm – 10:00 pm
Additional Times By Appointment Only

Existing Use: The existing use of Suite 100 is currently general office space.

Outside Uses: This use is specifically for internal use of Suite 100 only. No outside uses will be required and no vehicle storage is needed.

We thank you in advance for your review of this Use Determination. Please don't hesitate to contact us, if you need any further documentation.

Yours truly,

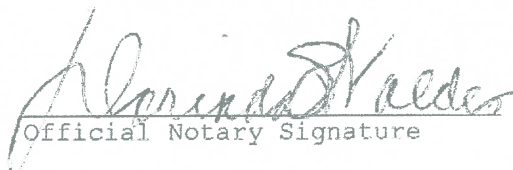
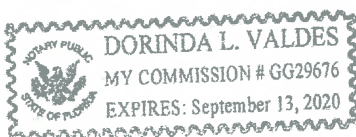


Mark L. Schmidt
President

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to and subscribed before me this 20TH day of DECEMBER,
2016 by MARK L. SCHMIDT, who is personally known to me.

COMMISSION STAMP:


Official Notary Signature

**Plantation City Council
Meeting Agenda**

**Notice of City Council
Meeting**

**Wednesday, February 8,
2017 ~ 7:30 PM**



City of Plantation
City Council Chambers

Subject:

Plantation Gateway CRA Plan Update

ATTACHMENTS:

Description

Memorandum

Upload Date

2/2/2017

Type

Cover Memo



STAFF REPORT TO CITY COUNCIL

MEMORANDUM

TO: Mayor and Members, City Council

FROM: Danny A. Holmes, AICP, PZED Director

BY: Carlos A. Gonzalez, Redevelopment Administrator

DATE: February 8, 2017

SUBJECT: Plantation Gateway CRA Plan Update

BACKGROUND

In March of 2016, the City Council commissioned an update to the Plantation Gateway Community Redevelopment Agency Plan. The focus of the update was to assess the 2002 Plantation Gateway Community Redevelopment Agency Plan for its effectiveness of implementation, appropriateness of desirable and undesirable land uses, and compatibility of certain land uses. It also evaluated new development scenarios in anticipation of the departure of Plantation General Hospital (PGH) with an emphasis on market feasibility.

In summary, the consultants, Keith & Schnars, identified several recommended policies, actions and investments for the District. These recommendations were sorted into three distinct categories: Districtwide, PGH Study Area, and the Peters Road Area. The purpose of this report is to review the recommended strategies and next steps for implementation of the Plan.

A presentation of the update findings was made to the City Council at its September 14, 2016 meeting. Staff notes that at that meeting, the City Council expressed concern over the adequacy of the marketing analysis.

In addition, an overview of the update was presented to the Plantation Gateway Board at its December 8, 2016 meeting by City staff. At that meeting, while the Board was in general consensus with staff on the implementation of the plan, they expressed a particular interest in the redevelopment or reuse of the PGH property.

PLANTATION GATEWAY CRA PLAN RECOMMENDATIONS

Districtwide

The Plantation CRA consists of 400 acres and is bounded by Sunrise Boulevard to the North, to the East (north of Broward Boulevard) is the City of Lauderhill and south of Broward Boulevard to the East is the City of Fort Lauderdale, to the south is Davie Road, and to the west is the City of Plantation.

Multiple zoning districts govern allowable development within the CRA, the largest of which is healthcare (32%), followed by Hybrid Commercial (25%), Auto Mall (18%) and Four Corners (14%).

The districtwide strategies for improvements that were identified in the Plan update are as follows:

- Incentivize a truly catalytic improvement project at “Four Corners;
- Assemble parcels into large enough sizes, particularly on the east side of State Road 7;
- Increase code enforcement (especially landscape);
- Solve non-conforming uses prospectively;
- Beautify the landscape edge along State Road 7 corridor by targeting buffers;
- Fund façade grants
- Rezone the Artisan Commerce District;
- Replace the district’s tropical theme to be consistent with that used City-wide;
- Investigate desirable annexation (north and south); and,
- Resolve boundary issues south of Broward Boulevard (Fort Lauderdale)

PGH Study Area

The PGH Study area encompasses 28.5 acres, of which, 13.6 acres (48%) is the actual hospital site. As expected, the majority (77%) of the uses are medical facilities; however, non-conforming automotive-related uses comprise 14 percent of the study area. The remaining 9 percent of uses are non-medical related office.

The impact upon the CRA and the City of the loss of PGH is clear and should be addressed pro-actively. While several scenarios were considered, based upon the result of the market demand and fiscal analysis, the preferred area alternative is the development of an assisted living care facility/medical/residential village with 236 assisted living care rooms; medical offices, urgent care, various medical specialty treatment services; and 125 multi-family units.

The strategies identified for the PGH study area are as follows:

- Actively coordinate with property owners, namely HCA, to continue desirable medical uses;
- Offer hospital site developer incentives such as: reduced impact fees, expedited permitting, and cash; and,
- Target market the district for redevelopment potential and medical uses, including a hospital

Peters Study Area

The Peters Road Area includes Peters Road from State Road 7 to the intersection of Davie Boulevard, and is bounded by the City of Plantation and unincorporated Broward County.

The Strategies that have been identified for the Peters Road Area are as follows:

- Compose a small area plan to stimulate desirable redevelopment including a roundabout;
- Use parcel assembly to stimulate investment; and,
- Employ other redevelopment tools

NEXT STEPS

The next steps toward implementation are to agree upon implementation strategies and to establish an appropriate implementation schedule. A proposed implementation schedule developed by staff will be presented on Power Point for review and discussion at the City Council meeting.