

CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT

THIS Agreement made and entered into this 28th day of September, 2023, by and between the City of Fort Lauderdale, a Florida municipal corporation ("City") and LMK Pipe Renewal, LLC, a Florida limited liability company ("Contractor"), ("Party" or collectively "Parties");

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No. 89, Project Number, P12049, which was opened on June 5, 2023; and

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the Project'

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

ARTICLE 1 – DEFINITIONS

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

- 1.1 Agreement – This written Agreement between the City and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.
- 1.2 Application for Payment – The form accepted by the City which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.
- 1.3 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the City to verify in every detail conformance with plans and specifications.
- 1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.5 Bid Documents – Advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and sample agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.
- 1.6 Certificate of Substantial Completion – Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.
- 1.7 Change Order – A written document executed by both Parties ordering a change in the Contract Price or Contract Time or a material change in the Work.

- 1.8 City – The City of Fort Lauderdale, Florida, including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, and volunteers, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions, Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

Permits on file with the City and/or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

- 1.10 Contract Price – The amount established in the bid submittal and award by the City's City Commission, as may be amended by Change Order.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.
- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – When modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.
- 1.15 Effective Date of the Agreement – The effective date of the Agreement shall be the date the City Commission approves the Agreement.
- 1.16 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.
- 1.17 Hazardous Materials (HAZMAT) – Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged

storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.

- 1.18 Hazardous Substance – As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act (but not including any waste listed under Section 307[a] of the Clean Water Act); any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 Hazardous Waste – Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.
- 1.20 Holidays – Those designated non-workdays as established by the City Commission of the City of Fort Lauderdale.
- 1.21 Inspection – The term "inspection" and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.
- 1.22 Notice of Award – The written notice by City to the Contractor stating that upon compliance by the Contractor with the condition's precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 Notice to Proceed – A written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.24 Plans – The official graphic representations of this Project that are a part of the Contract Documents.
- 1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 Project – The construction project described in the Contract Documents, including the Work described therein.

- 1.27 Project Manager – The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List – The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents – A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Builts" – A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the Contractor. These documents will be signed and sealed by a Professional Engineer, or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.
- 1.31 Substantially Completed Date – A date when written notice is provided by the City to the Contractor stating that the Work is substantially completed. If, at the time of inspection, it is determined the Project is substantially completed, the City will also issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.
- 1.32 Work – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 – SCOPE OF WORK

- 2.1 The Contractor shall complete all work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

Flagler Heights Sewer Basin A-21 Laterals
ITB #89 PROJECT # P12049

- 2.2 All Work for the Project shall be constructed in accordance with the approved plans and Specifications. The Work generally involves:

PROJECT DESCRIPTION

This Project is located within the Flagler Heights Sewer Basin, in the City of Fort Lauderdale. The Work to be accomplished under this Agreement includes, but is not limited to, the rehabilitation of sewer mains and laterals, as well as ancillary activities as required and related to the rehabilitation process.

- 2.3 Within ten (10) days of the execution of this Agreement, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of all personnel employed. The general sequence of the Work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as Cyrill Garcia, whose address is 100 North Andrews, 4th Floor, Fort Lauderdale, FL 33301, telephone number: (954) 828-5867, and email address is cygarcia@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the City and Contractor, are incorporated herein and attached to this Agreement, and consist of the following:

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement.
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions and Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.
- 4.8 Any Addendas, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law.
- 4.11 Invitation to Bid No. 89, Instructions to Bidders, and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No. 12760-233, dated 2/10/23.
- 4.13 Schedule of Completion.
- 4.14 All amendments, modifications and supplements, change orders and work directive Changes, issued on or after the Effective Date of the Agreement.

- 4.15 Any additional documents that are required to be submitted under the Agreement.
- 4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Approved change orders, addenda or amendments.
- b. Specifications and Drawings.
- c. Special Conditions.
- d. General Conditions.
- e. This Agreement dated September 28, 2023 and any attachments.
- f. Invitation to Bid No. 89, and the specifications prepared by the City.
- g. Contractor's response to the City's Invitation to Bid No. 89, dated June 2, 2023.
- h. Schedule of Values.
- i. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

ARTICLE 5 – CONTRACT TIME

- 5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **30** calendar days of the date of the Notice to Proceed.

- 5.2 The Work shall be Substantially Completed within **240** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **260** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

ARTICLE 6 – CONTRACT PRICE

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.
- 6.2 The Parties expressly agree that the Contract Price, which shall not exceed the amount of **\$1,604,063.75**, constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to an approved and fully executed Change Order. The Contract Price is in accordance with the line items unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.
- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

ARTICLE 7 – PAYMENT

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided for in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.
- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price. However, not less than five percent (5%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications, and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.

- 7.5 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 7.5.1 Defective work not remedied.
 - 7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
 - 7.5.3 Failure of Contractor to make payments properly to subcontractors or for material or labor.
 - 7.5.4 Damage to another contractor not remedied.
 - 7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
 - 7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Project Manager, payment shall be made in whole or in part.

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2022), as amended or revised, provided, however, complete and error free pay application is submitted.
- 7.7 The City shall make payment to the Contractor by check.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement, Contractor makes the following representations upon which the City has relied:

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the project can be completed for the Bid Price submitted within the Contract Time as defined in this Agreement.

Furthermore, Contractor warrants and confirms that it is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed

preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

8.4 The Contractor has also studied on its own, investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Bid Price and that the Project can be completed for the Bid Price submitted.

8.5 Contractor has made or caused to be made, examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the 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.

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

8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.

8.8 Labor:

8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.

8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.

8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Agreement in accordance with Article 17.

8.8.4 Where required and necessary, the contractor shall, at all times, have a certified "competent person" assigned to the job site. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (MOT). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the

Work shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Agreement in accordance with Article 17.

8.9 Materials:

8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work.

8.9.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.

8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 8 a.m. and 5:00 p.m., Monday through Friday.

Unless approved by the City in advance, the Contractor will not perform work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. For any overtime inspection required by City personnel, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. **It shall be noted that the City's Inspector work hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime at a rate of \$100.00 per hour.** The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

8.11 Patent Fee and Royalties: The 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, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and hold harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses.

The Contractor shall pay all government charges which are applicable at the time of opening of bids. It shall be the responsibility of the Contractor to secure and pay for all

necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

- 8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.
- 8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, and the State of Florida.
- 8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the City or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for or will be required to replace or restore at no expense to the City all properties and areas not protected or preserved as required herein that may be destroyed or damaged.

During the progress of the Work, the Contractor shall keep the premises free from accumulation of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the 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 and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the City.

8.16 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

- 8.16.1 Flow of material and equipment from suppliers.
- 8.16.2 The interrelated work with affected utility companies.
- 8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.
- 8.16.4 The effort of independent testing agencies.
- 8.16.5 Notice to affected property owners as may be directed by the Project Manager.
- 8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

8.17 Project Record Documents and Final As-Builts (Record Drawings): Contractor shall be responsible for maintaining up-to-date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-Builts) and a CD of the electronic drawings files created in AutoCad 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

8.18 Safety and Protection:

8.18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- 8.18.1.1 All employees working on the project and other persons who may be affected thereby.
- 8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
- 8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the 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. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.

- 8.19 **Emergencies:** In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.
- 8.20 **Risk of Loss:** The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.
- 8.21 **Environmental:** The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the City from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the City. At such time, a City approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge,

treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. Section 9607, as amended or revised, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation: (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

8.23 No Liens: If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the Work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as

security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

- 8.24 Weather Emergencies: Upon issuance of a hurricane watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the event a hurricane warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available, and in the City before, during and immediately after the storm.

Upon issuance of a hurricane warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time it is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

- 8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, pandemics, war, act of Governmental Authority, state of emergency, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion

that a Force Majeure delay has commenced within ninety-six (96) hours after such an occurrence. The Contractor shall use its reasonable efforts to minimize such delays. The Contractor shall promptly provide an estimate of the anticipated additional time required to complete the Project.

- 8.26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Additionally, the Contractor assures that it, the sub-recipient or its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate. This additional language must be included in each subcontract the prime Contractor signs with a subcontractor.

ARTICLE 9 – CITY'S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event and written supporting data will

be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.

- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City's decisions on all claims, questions and determination are final.
- 9.5 Cancellation for Unappropriated Funds: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

ARTICLE 10 – BONDS AND INSURANCE

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

- 10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, in accordance with Section 255.05, Florida Statutes (2022), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

- 10.2 Disqualification of Surety: If the Surety on any Bond furnished by the 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 clauses (i) and (ii) of Paragraph

10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

10.3 Insurance:

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$2,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$2,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed

involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and 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 and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2022). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made

- form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
 - g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
 - h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

ARTICLE 11- WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- 11.1 **Warranty:** The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.
- 11.1.1 **Warranty of Title:** The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.
- 11.1.2 **Warranty of Specifications:** The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.
- 11.1.3 **Warranty of Merchantability:** The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.
- 11.2 **Tests and Inspections:** Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.
- 11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.
- 11.3 **Uncovering Work:** If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.

11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraphs 11.2.1 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager 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, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if it makes a claim therefore as provided in Articles 14 and 15.

11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other Party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.

11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

If the 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, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the City's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contract's Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.

- 11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its subcontractors, agents, suppliers, employees or laborers; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the

breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

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

12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.

12.2.4 If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the City.

12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes (2022), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

- 13.1 Without invalidating this Agreement, the City may, at any time or from time-to-time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of an approved and fully executed Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.
- 13.2 The Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

ARTICLE 14 – CHANGE OF CONTRACT PRICE

Change of Contract Price, approved by City, shall be computed as follows:

- 14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:
- 14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs 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 include, but not be limited to, salaries and wages plus cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.
- 14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.
- 14.1.3 Supplemental costs including the following:

- 14.1.3.1 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.
- 14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.
- 14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.
- 14.1.3.4 Royalty payments and fees for permits and licenses.
- 14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.
- 14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

14.2 The Contract Price may only be increased by an approved and fully executed Change Order when Work is modified in accordance with Article 13 and approved by the City in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

14.3 Not Included in the Cost of the Work: The term "Cost of the Work" shall not include any of the following:

- 14.3.1 Payroll costs and other compensation of the Contractor's officers' executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.

- 14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.
 - 14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.
 - 14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same:
 - 14.3.5 Costs due to the negligence of the 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.
 - 14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1.
- 14.4 **Basis of Compensation:** The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:
- 14.4.1 A mutually acceptable negotiated fee:
 - 14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).
 - 14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.
 - 14.4.1.3 The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.
 - 14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.
- 14.5 **Cost Breakdown Required:** Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:
- 14.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.

14.5.2 Whenever a change involves the Contractor and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

14.6 Time for the City to Approve Extra Work: Any Extra Work in an amount up to and not exceeding a cumulative amount of ten percent (10%) for a specific project can be approved by the City Manager and shall require a written Change Order to be submitted to the Public Works Director for submittal and approval by the City Manager. Extra Work exceeding the cumulative amount of ten percent (10%) for the project must be approved by the City Commission and a written Change Order request must be submitted to the Public Works Director for submittal and approval by the City Manager and City Commission. No financial or time claim for delay to the project resulting from the Change Order approval process outlined above under Section 14.6 will be allowed.

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

15.1 The Contract Time may only be changed by an approved and fully executed Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefore as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the City, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, pandemics, act of Governmental Authority, state of emergency, or acts of God.

15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.

15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.

15.5 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **One Thousand Dollars (\$1,000.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed

liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

- 16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 City's Right to Terminate Contract: The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:

- 17.2.1 If the Contractor makes a general assignment for the benefit of creditors.
- 17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Agreement, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
- 17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.
- 17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
- 17.2.5 If the Contractor repeatedly disregards proper safety procedures.
- 17.2.6 If the Contractor disregards any local, state or federal laws or regulations.
- 17.2.7 If the Contractor otherwise violates any provisions of this Agreement.
- 17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.
 - 17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth below in Section 17.5.
 - 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:

17.4.1 Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:

17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.

17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.

17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

17.4.2 Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Contractor, the following shall occur:

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365.

The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

- 17.5 **Termination for Convenience:** This Agreement may be terminated for convenience in writing by City upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and accepted by the City and authorized expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed and/or accepted by the City.
- 17.6 Where the Contractor's service has been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.
- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 **Resolution of Disputes:** Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under, or by reason of, the Contract Documents which cannot be resolved by mutual agreement of City Project Manager and Contractor shall be submitted to the City Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.
- 18.1.1 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.2 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any

potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

- 18.1.3 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

- 19.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the City:

Cyrill Garcia
Project Manager
City of Fort Lauderdale
100 North Andrews Avenue, 4th Floor
Fort Lauderdale, Florida 33301-1016
Telephone: (954) 828-5867
E-mail: cygarcia@fortlauderdale.gov

with copies to:

City Manager and City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301-1016

To the Contractor:

LMK Pipe Renewal, LLC
1131 NW 55th Street
Fort Lauderdale, FL 33309
Telephone: (954) 772-0075
E-mail: Shaun@LMKPipe.com

ARTICLE 20 – LIMITATION OF LIABILITY

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the

Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes (2022), as may be amended or revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

- 21.1 The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available

to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or 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, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.

- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain as independent contractor 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 constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the

Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

By submitting a bid or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2022), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, 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 the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

22.9 Attorney Fees: If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. 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 this Agreement if the Contractor does not transfer the records to the City.

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

22.11 Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2022), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

22.12 E-Verify:

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this section 22.11, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as maybe amended or revised, to include all of the requirements of this section 22.11 in its subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as maybe amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY


CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: 

GREG CHAVARRIA
City Manager

Date: September 28, 2023

ATTEST:

By: 

DAVID R. SOLOMAN
for City Clerk



Approved as to Legal Form and Correctness:
D'Wayne Spence, Interim City Attorney

By: 

RHONDA MONTOYA HASAN
Assistant City Attorney

CONTRACTOR

Event 89
A-21

WITNESSES:

LMK Pipe Renewal, LLC,
a Florida limited liability company

Shawn M. Flanery
Shawn M. Flanery
Print Name

By: Shelly Flanery, Manager
Shelly Flanery, Manager

Bry Parrott
Bry Parrott
Print Name

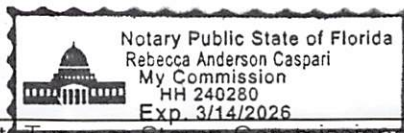
(CORPORATE SEAL)

STATE OF FLORIDA:

COUNTY OF CHARLOTTE:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of AUG., 2023, by Shelly Flanery as Manager for LMK Pipe Renewal, LLC, a Florida limited liability company.

Rebecca Anderson Caspari
(Signature of Notary Public - State of Florida)



(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/22/2023

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 Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Gage Fuller</td> </tr> <tr> <td>PHONE (A/C No, Ext): 515-223-7080</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: gfuller@holmesmurphy.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td style="text-align: right;">NAIC # 16535</td> </tr> <tr> <td>INSURER B: Evanston Insurance Company</td> <td style="text-align: right;">35378</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Gage Fuller		PHONE (A/C No, Ext): 515-223-7080	FAX (A/C, No):	E-MAIL ADDRESS: gfuller@holmesmurphy.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Zurich American Insurance Company	NAIC # 16535	INSURER B: Evanston Insurance Company	35378	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME: Gage Fuller																					
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED LMK Pipe Renewal, LLC 1131 NW 55th Street Fort Lauderdale, FL 33309	LMKPIPPC																				

COVERAGES **CERTIFICATE NUMBER: 929983390** **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	SUBROGATION WAIVED	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 checked="" type="checkbox"/> LOC OTHER:			GLO3759968	6/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 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 <input type="checkbox"/> AUTOS ONLY			BAP3759969	6/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION S			MKL2EUL105617	6/1/2023	1/1/2024	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) If yes, describe under DESCRIPTION OF OPERATIONS below			WC3759967	6/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			CPP6754045	6/1/2023	1/1/2024	Limit \$ 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project Reference: Loxahatchee-Lantana Rd Concrete Remove & Replace; Bid No. 89, Project Number, P12049
 Additional Insured (GL): City of Fort Lauderdale as required by written contract, per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Fort Lauderdale 100 N Andrews Ave. Fort Lauderdale FL 33301 USA	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Kari Coolidge</i></p>
--	--

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

LMK Pipe Renewal, LLC
PO Box 22413
Fort Lauderdale, FL 33335-2413

SURETY:
(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105-2478
Mailing Address for Notices
1200 Main Street, Suite 800
Kansas City, MO 64105-2478

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:
(Name, legal status and address)

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

CONSTRUCTION CONTRACT

Date:

Amount: \$ 1,604,063.75

Description: Bid/Event No. 89, Project No. 12049, Flagler Heights Sewer Basin A-21 Laterals, Fort Lauderdale, FL
(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 1,604,063.75

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
LMK Pipe Renewal, LLC

Signature: Maria Millman
Name: Maria Millman
and Title: COO

SURETY

Company: *(Corporate Seal)*
Swiss Re Corporate Solutions America Insurance Corporation

Signature: Grace Rasmussen
Name: Grace Rasmussen, Attorney-in-Fact
and Title: FL Licensed Agent



(Any additional signatures appear on the last page of this Performance Bond.)
(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Holmes, Murphy and Associates LLC
2727 Grand Prairie Parkway
Waukee, IA 50263
(515) 223-6800

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)



Event # 89-0

Name: Flagler Heights Sewer Basin A-21 Laterals

Description: This project is located at within the Flagler Heights Sewer Basin , in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, the rehabilitation of sewer mains and laterals, as well as ancillary activities as required and related to the rehabilitation process.

Buyer: Hemphill, James

Status: Open

Event Type: IFB

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

Display Bid Tabulation: Display When Event Closed For Bidding Or Canceled

Event Dates

Preview: 05/03/2023 05:52:00 PM

Q & A Open: 05/04/2023 07:00:00 AM

Open: 05/03/2023 06:00:00 PM

Q & A Close: 05/29/2023 05:00:00 PM

Close: 06/05/2023 02:00:00 PM

Dispute Close:

Questions

Question	Response Type
Have you completed and included all required forms?	Yes No

Attachments

Name	Description	Attachment
Bid Terms and Conditions	Terms and Conditions	Bid Terms and Conditions.pdf
Exhibit A - Specification Packet	Exhibit A - Specification Packet	Specification packet.pdf
Map of Project	A-21 Map	A21 Map.pdf
Non Collusion Statement	Non Collusion Statement	2. Non Collusion Statement 09-2022.pdf

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Name	Description	Attachment
Non-Discrimination Certification	Non-Discrimination Certification	3. Non-Discrimination Certification Form 09-2022.pdf
Contractor Payment by P-Card Form	Contractor Payment by P-Card Form	4. Contractor Payment by P-Card Form 09-2022.pdf
E-Verify_Affirmation_Statement	E-Verify_Affirmation_Statement	7. E-Verify_Affirmation_Statement 09-2022.pdf
QUESTIONNAIRE SHEET	QUESTIONNAIRE SHEET	QUESTIONNAIRE SHEET.pdf
Trench Safety Form	Trench Safety Form	Trench Safety Form.pdf
References	References	References.pdf
Construction bid certification sheet	Construction bid certification sheet (Bid Signature Page)	Construction bid certification sheet.pdf

Comments

Title	Type	Comment
Additional Information	Print On Purchase Order	<ul style="list-style-type: none"> To Be Bid: ITBC - INVITATION TO BID (CONSTRUCTION) Project Manager: Cyrill Garcia Contact #: 954-828-5867 Project #: P12049 Project Name: Flagler Heights Sewer Heights Sewer Basin A-21 Laterals

Commodity Codes

Commodity Code	Description
906-38	General Construction - Architectural
910-63	Public Utilities: Water, Sewer and Gas Maintenance and Repai

Line Details

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Line 1: Provide all equipment, labor and materials required to perfo

Description: Provide all equipment, labor and materials required to perfo

Item: 19 REMOVE MAINLINE PROTRUDING SE Provide all equipment, labor and materials required to perfo

Long Item Remove Mainline Protruding Service. (Hammer Tap)

Description: Provide all equipment, labor and materials required to perform removal of mainline protruding services

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 5.0000

**Unit of EA
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 2: Provide all equipment, labor and materials required to perfo

Description: Provide all equipment, labor and materials required to perfo

Item: 20 SEWER MAIN CLEANING AND TV IN Provide all equipment, labor and materials required to perfo

Long Item Sewer main cleaning and TV inspection. (6-inch through 12-inch)

Description: Provide all equipment, labor and materials required to perform sewer main TV inspection and report on 6 inch through 12 inch main.

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 1,000.0000

**Unit of LF
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 3: Provide all equipment, labor and materials required to perfo

Description: Provide all equipment, labor and materials required to perfo

Item: 21 SEWER MAIN CLEANING AND VIDEO Provide all equipment, labor and materials required to perfo

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Long Item Sewer main cleaning and video inspection. (14-inch through 18-inch)
Description: Provide all equipment, labor and materials required to perform sewer main TV inspection and report on 14 inch through 18 inch main.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 300.0000 **Unit of LF Measure:**

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 4: Provide all equipment, labor and materials required to cut a

Description: Provide all equipment, labor and materials required to cut a

Item: 23 CUT AND REMOVE PROTRUDING DEF Provide all equipment, labor and materials required to cut a

Long Item Cut and remove protruding defective rim liner.
Description: Provide all equipment, labor and materials required to cut and remove protruding defective rim liner.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000 **Unit of EA Measure:**

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 5: Provide all labor, equipment and materials to perform mechan

Description: Provide all labor, equipment and materials to perform mechan

Item: 24 MECHANICAL ROOT OR GREASE REM Provide all labor, equipment and materials to perform mechan

Long Item Mechanical root or grease removal. (lateral or mainline)(4"-6")
Description: Provide all labor, equipment and materials to perform mechanical root or grease removal in laterals or mainlines (4"-6")

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1,500.0000 **Unit of LF Measure:**

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 6: Provide all labor, equipment and materials to perform sewer

Description: Provide all labor, equipment and materials to perform sewer

Item: 25 MECHANICAL ROOT OR GREASE REM Provide all labor, equipment and materials to perform sewer

Long Item Mechanical root or grease removal. (8-inch through 12-inch)
Description: Provide all labor, equipment and materials to perform sewer Main mechanical grease removal (8 inch through 12 inch)

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 1,000.0000

Unit of LF
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 7: Provide all labor, equipment and materials to perform sewer

Description: Provide all labor, equipment and materials to perform sewer

Item: 26 MECHANICAL ROOT OR GREASE REM Provide all labor, equipment and materials to perform sewer

Long Item Mechanical root or grease removal. (14-inch through 18-inch)
Description: Provide all labor, equipment and materials to perform sewer Main mechanical grease removal (14 inch through 18 inch)

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 300.0000

Unit of LF
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Line 8: Provide all labor, equipment and materials to perform sewer

Description: Provide all labor, equipment and materials to perform sewer

Item: 27 MECHANICAL ROOT OR GREASE REM Provide all labor, equipment and materials to perform sewer

Long Item Mechanical root or grease removal. (21-inch through 24-inch)

Description: Provide all labor, equipment and materials to perform sewer Main mechanical grease removal (21 inch through 24 inch)

Commodity Code: 906-38 General Construction - Architectural

Quantity: 300.0000

Unit of LF Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 9: Provide all labor, equipment and materials to perform sewer

Description: Provide all labor, equipment and materials to perform sewer

Item: 28 MECHANICAL TUBERCULATION REMO Provide all labor, equipment and materials to perform sewer

Long Item Mechanical Tuberculation Removal. (lateral or mainline) (4-inch to 6-inch)

Description: Provide all labor, equipment and materials to perform sewer main tuberculation removal (lateral or mainline) (4 inch to 6 inch)

Commodity Code: 906-38 General Construction - Architectural

Quantity: 700.0000

Unit of LF Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 10: Provide all labor, equipment and materials to perform sewer

Description: Provide all labor, equipment and materials to perform sewer

Item: 29 MECHANICAL TUBERCULATION REMO Provide all labor, equipment and materials to perform sewer

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Long Item Mechanical Tuberculation Removal. (under 12")

Description: Provide all labor, equipment and materials to perform sewer main tuberculation removal (under 12")

Commodity Code: 906-38 General Construction - Architectural

Quantity: 200.0000

Unit of Measure: LF

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 11: Provide all labor, equipment and materials to perform sewer

Description: Provide all labor, equipment and materials to perform sewer

Item: 30 MECHANICAL TUBERCULATION REMO Provide all labor, equipment and materials to perform sewer

Long Item Mechanical Tuberculation Removal. (12" to 15")

Description: Provide all labor, equipment and materials to perform sewer main tuberculation removal (12" to 15")

Commodity Code: 906-38 General Construction - Architectural

Quantity: 200.0000

Unit of Measure: LF

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 12: Provide all labor, equipment and materials required to insta

Description: Provide all labor, equipment and materials required to insta

Item: 34 INSTALL CURED-IN-PLACE SECTIO Provide all labor, equipment and materials required to insta

Long Item Install cured-in-place sectional sewer main liner 8"x 6.0 mm mainline sectional. (8ft)

Description: Provide all labor, equipment and materials required to install cured-in-place sectional sewer main liner 8"x 6.0 mm mainline sectional (8ft)

Commodity Code: 906-38 General Construction - Architectural

Quantity: 10.0000

Unit of Measure: EA

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 13: Provide all labor, equipment and materials required to insta

Description: Provide all labor, equipment and materials required to insta

Item: 35 INSTALL CURED-IN-PLACE SECTIO Provide all labor, equipment and materials required to insta

Long Item Install cured-in-place sectional sewer main liner 8"x 6.0 mm mainline sectional. (beyond 8ft)

Description: Provide all labor, equipment and materials required to install cured-in-place sectional sewer main liner 8"x 6.0 mm mainline sectional (beyond 8ft)

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 6.0000

**Unit of LF
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 14: Provide all labor, equipment and materials required to insta

Description: Provide all labor, equipment and materials required to insta

Item: 38 INSTALL CURED-IN-PLACE SECTIO Provide all labor, equipment and materials required to insta

Long Item Install cured-in-place sectional sewer main liner 12" x 6.0 mm mainline sectional. (8ft)

Description: Provide all labor, equipment and materials required to install cured-in-place sectional sewer main liner 12" x 6.0 mm mainline sectional (8ft)

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 5.0000

**Unit of EA
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Line 15: Provide all labor, equipment and materials required to insta

Description: Provide all labor, equipment and materials required to insta

Item: 39 INSTALL CURED-IN-PLACE SECTIO Provide all labor, equipment and materials required to insta

Long Item Description: Install cured-in-place sectional sewer main liner 12" x 6.0 mm mainline sectional. (beyond 8ft)
Provide all labor, equipment and materials required to install cured-in-place sectional sewer main liner 12" x 6.0 mm mainline sectional (beyond 8ft)

Commodity Code: 906-38 General Construction - Architectural

Quantity: 6.0000

Unit of Measure: LF

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 16: Provide all labor, equipment and materials required to insta

Description: Provide all labor, equipment and materials required to insta

Item: 40 INSTALL CURED-IN-PLACE SECTIO Provide all labor, equipment and materials required to insta

Long Item Description: Install cured-in-place sectional sewer main liner 15" x 7.5 mm mainline sectional. (8ft)
Provide all labor, equipment and materials required to install cured-in-place sectional sewer main liner 15" x 7.5 mm mainline sectional (8ft)

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 17: Provide all labor, equipment and materials required to insta

Description: Provide all labor, equipment and materials required to insta

Item: 41 INSTALL CURED-IN-PLACE SECTIO Provide all labor, equipment and materials required to insta

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Long Item Install cured-in-place sectional sewer main liner 15" x 7.5 mm mainline sectional. (beyond 8ft)
Description: Provide all labor, equipment and materials required to install cured-in-place sectional sewer main liner 15" x 7.5 mm mainline sectional (beyond 8ft)

Commodity Code: 906-38 General Construction - Architectural

Quantity: 7.0000

Unit of Measure: LF

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 18: Provide all labor, equipment and materials required to perfo

Description: Provide all labor, equipment and materials required to perfo

Item: 48 CIPP LATERAL LINING 6" TO 10" Provide all labor, equipment and materials required to perfo

Long Item CIPP Lateral Lining 6" to 10" full circle main connection, 4"or 6" x 4.5mm lateral.

Description: Provide all labor, equipment and materials required to perform CIPP Lateral Lining 6" to 10" full circle main connection, 4"or 6" x 4.5mm lateral.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 185.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 19: Provide all labor, equipment and materials required to perfo

Description: Provide all labor, equipment and materials required to perfo

Item: 49 CIPP LATERAL LINING 12" FULL Provide all labor, equipment and materials required to perfo

Long Item CIPP Lateral Lining 12" full circle main connection, 4"or 6" x 4.5mm lateral.

Description: Provide all labor, equipment and materials required to perform CIPP Lateral Lining 12" full circle main connection, 4"or 6" x 4.5mm lateral.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000

Unit of Measure: EA

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Measure:

Require Response: Yes	Price Breaks Allowed: No	Allow Alternate Responses: No
Add On Charges Allowed: No		

Line 20: Provide all labor, equipment and materials required to perfo

Description: Provide all labor, equipment and materials required to perfo

Item: 50 CIPP LATERAL LINING 15" FULL Provide all labor, equipment and materials required to perfo

Long Item Description: CIPP Lateral Lining 15" full circle main connection, 4" or 6" x 4.5mm lateral.

Description: Provide all labor, equipment and materials required to perform CIPP Lateral Lining 15" full circle main connection, 4" or 6" x 4.5mm lateral.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000 **Unit of Measure:** EA

Require Response: Yes	Price Breaks Allowed: No	Allow Alternate Responses: No
Add On Charges Allowed: No		

Line 21: Provide all labor, equipment and materials required to insta

Description: Provide all labor, equipment and materials required to insta

Item: 58 CIPP LATERAL LINER 4" OR 6" X Provide all labor, equipment and materials required to insta

Long Item Description: CIPP Lateral Liner 4" or 6" x 4.5mm beyond 15 (all mainline sizes).

Description: Provide all labor, equipment and materials required to install CIPP Lateral Liner 4" or 6" x 4.5mm beyond 15 (all mainline sizes).

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1,000.0000 **Unit of Measure:** LF

Require Response: Yes	Price Breaks Allowed: No	Allow Alternate Responses: No
Add On Charges Allowed: No		

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Line 22: Provide all equipment, labor and materials required to insta

Description: Provide all equipment, labor and materials required to insta

Item: 60 CIPP LATERAL LINING FROM MANH Provide all equipment, labor and materials required to insta

Long Item CIPP Lateral Lining from manhole, 4" & 6" x 4.5mm lateral liner from manhole up to 15 feet in length.
Description: Provide all equipment, labor and materials required to install CIPP Lateral Lining from manhole, 4" & 6" x 4.5mm lateral liner from manhole up to 15 feet in length.

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 5.0000 **Unit of EA Measure:**

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 23: Provide all equipment, labor and materials required to insta

Description: Provide all equipment, labor and materials required to insta

Item: 62 CIPP LATERAL LINING 4" TO 6" Provide all equipment, labor and materials required to insta

Long Item CIPP Lateral Lining 4" to 6" x 4.5 mm lateral liner from cleanout.
Description: Provide all equipment, labor and materials required to install CIPP Lateral Lining 4" to 6" x 4.5 mm lateral liner from cleanout.

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 5.0000 **Unit of EA Measure:**

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 24: Provide all equipment, labor and materials required to perfo

Description: Provide all equipment, labor and materials required to perfo

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Item: 63 SEWER LATERAL TV INSPECTION F Provide all equipment, labor and materials required to perform

Long Item Sewer lateral TV inspection from sewer main up to 30 feet.

Description: Provide all equipment, labor and materials required to perform Sewer lateral TV inspection from sewer main up to 30 feet.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 10.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 25: Provide all labor, equipment and materials to perform sewer

Description: Provide all labor, equipment and materials to perform sewer

Item: 64 SEWER LATERAL TV INSPECTION F Provide all labor, equipment and materials to perform sewer

Long Item Sewer lateral TV inspection from cleanout up to 30 feet.

Description: Provide all labor, equipment and materials to perform sewer lateral TV inspection from cleanout up to 30 feet.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 10.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 26: Provide all labor, equipment and materials to perform sewer

Description: Provide all labor, equipment and materials to perform sewer

Item: 65 SEWER LATERAL TV INSPECTION B Provide all labor, equipment and materials to perform sewer

Long Item Sewer lateral TV inspection beyond 30 feet from the cleanout or the mainline access.

Description: Provide all labor, equipment and materials to perform sewer lateral TV inspection beyond 30 feet from the cleanout or the mainline access.

Commodity Code: 906-38 General Construction - Architectural

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Quantity: 20.0000

Unit of LF
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 27: Provide all labor, equipment and materials to perform sewer

Description: Provide all labor, equipment and materials to perform sewer

Item: 66 SEWER LATERAL LOCATE FOR FUTU Provide all labor, equipment and materials to perform sewer

Long Item Sewer Lateral locate for future cleanout install from inside of structure or vent stack.

Description: Provide all labor, equipment and materials to perform sewer lateral locates for future cleanout install from inside of structure or vent stack.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 28: Provide all labor, equipment and materials required to inst

Description: Provide all labor, equipment and materials required to inst

Item: 67 CLEANOUT INSTALLATION IN ASPH Provide all labor, equipment and materials required to inst

Long Item Cleanout installation in asphalt area depths up to 5-ft.

Description: Provide all labor, equipment and materials required to install cleanouts in asphalt area depths up to 5-ft.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 30.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 29: Provide all labor,equipment and materials required to instal

Description: Provide all labor,equipment and materials required to instal

Item: 68 CLEANOUT INSTALLATION IN CONC Provide all labor,equipment and materials required to instal

Long Item Cleanout installation in concrete area depths up to 5-ft.

Description: Provide all labor,equipment and materials required to install cleanouts in concrete area depths up to 5-ft.

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 100.0000

**Unit of EA
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 30: Provide all labor,equipment and materials required to instal

Description: Provide all labor,equipment and materials required to instal

Item: 69 CLEANOUT INSTALLATION IN GRAS Provide all labor,equipment and materials required to instal

Long Item Cleanout Installation in grass area depths up to 5-ft.

Description: Provide all labor,equipment and materials required to install cleanouts in grass area depths up to 5-ft.

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 30.0000

**Unit of EA
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 31: Provide all labor,equipment and materials required to instal

Description: Provide all labor,equipment and materials required to instal

Item: 70 CLEANOUT INSTALLATION IN PAVE Provide all labor,equipment and materials required to instal

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Long Item Cleanout installation in paver area depths up to 5-ft.

Description: Provide all labor,equipment and materials required to install cleanouts in paver areas depths up to 5-ft.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 10.0000

Unit of EA Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 32: Provide all labor,equipment and materials required to instal

Description: Provide all labor,equipment and materials required to instal

Item: 71 CLEANOUT INSTALLATION BEYOND Provide all labor,equipment and materials required to instal

Long Item Cleanout installation beyond 5-ft depth.

Description: Provide all labor,equipment and materials required to install cleanouts beyond 5-ft depth.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 10.0000

Unit of EA Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 33: Furnish and install all required equipment, labor and materi

Description: Furnish and install all required equipment, labor and materi

Item: 77 POINT REPAIR LATERAL, 3-INCH Furnish and install all required equipment, labor and materi

Long Item Point repair lateral, 3-inch to 6-inch gravity pipe, up to 6-foot depth.

Description: Furnish and install all required equipment, labor and materials to perform point repairs on lateral, 3-inch to 6-inch gravity pipe, up to 6-foot depth.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000

Unit of EA Measure:

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 34: Provide all labor, equipment and materials required to perfo

Description: Provide all labor, equipment and materials required to perfo

Item: 78 POINT REPAIR LATERAL, 3-INCH T Provide all labor, equipment and materials required to perfo

Long Item Point repair lateral, 3-inch to 6-inch pipe, over 6-foot depth up to 10-foot depth.

Description: Provide all labor, equipment and materials required to perform point repair on laterals, 3-inch to 6-inch pipe, over 6-foot depth up to 10-foot depth.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000

**Unit of EA
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 35: Provide all labor, equipment and materials required to perfo

Description: Provide all labor, equipment and materials required to perfo

Item: 79 POINT REPAIR LATERAL, 3 TO 6- Provide all labor, equipment and materials required to perfo

Long Item Point repair lateral, 3 to 6- inch pipe , over 10-foot depth up to 12-foot depth.

Description: Provide all labor, equipment and materials required to perform point repair on laterals, 3-inch to 6-inch pipe, over 6-foot depth up to 12-foot depth.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000

**Unit of EA
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Line 36: Furnish and install all labor, materials, and equipment to d

Description: Furnish and install all labor, materials, and equipment to d

Item: 118 DYE TESTING LATERALS. Furnish and install all labor, materials, and equipment to d

Long Item Dye Testing Laterals.

Description: Furnish and install all labor, materials, and equipment to dye test sewer laterals from either an existing cleanout or from inside existing properties.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 20.0000

Unit of EA Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 37: Furnish and install all labor, materials, and equipment to i

Description: Furnish and install all labor, materials, and equipment to i

Item: 119 DOUBLE SERVICE CONNECTION RE Furnish and install all labor, materials, and equipment to i

Long Item Double service connection replacement 3 to 6-inch pipe, up to 6-foot depth.

Description: Furnish and install all labor, materials, and equipment to install replace double service connection, 3 to 6-inch pipe, up to 6' depth.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000

Unit of EA Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 38: Furnish and install all labor, materials, and equipment to i

Description: Furnish and install all labor, materials, and equipment to i

Item: 120 DOUBLE SERVICE CONNECTION RE Furnish and install all labor, materials, and equipment to i

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Long Item Double service connection replacement 3 to 6-inch pipe, over 6-foot depth up to 10-foot depth.
Description: Furnish and install all labor, materials, and equipment to install double service connection replacement 3 to 6-inch pipe, over 6-foot depth up to 10-foot depth.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000

Unit of EA Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 39: Provide all labor, materials, equipment and incidentals requ

Description: Provide all labor, materials, equipment and incidentals requ

Item: 127 EXPEDITED MOBILIZATION. Provide all labor, materials, equipment and incidentals requ

Long Item Expedited mobilization.

Description: Provide all labor, materials, equipment and incidentals required to complete an expedited mobilization within 24 hours of receiving request from City.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000

Unit of EA Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 40: Provide all labor, materials, equipment and incidentals requ

Description: Provide all labor, materials, equipment and incidentals requ

Item: 128 INSTALL 4-INCH PLUG FOR PIPE Provide all labor, materials, equipment and incidentals requ

Long Item Install 4-inch plug for pipe abandonment in pipe of 4-inches in diameter.

Description: Provide all labor, materials, equipment and incidentals required to complete Installation of 4-inch plug for pipe abandonment in pipe of 4-inches in diameter.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000

Unit of EA

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 41: Provide all labor, materials, equipment and incidentals requ

Description: Provide all labor, materials, equipment and incidentals requ

Item: 129 INSTALL 6-INCH PLUG FOR PIPE Provide all labor, materials, equipment and incidentals requ

Long Item Description: Install 6-inch plug for pipe abandonment in pipe of 6-inches in diameter.

Description: Provide all labor, materials, equipment and incidentals required to complete Installation of 6-inch plug for pipe abandonment in pipe of 6-inches in diameter.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 42: Provide all labor, materials, equipment and incidentals requ

Description: Provide all labor, materials, equipment and incidentals requ

Item: 146 TRAFFIC CONTROL / MOT Provide all labor, materials, equipment and incidentals requ

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 43: Provide all labor, materials, equipment and incidentals requ

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Description: Provide all labor, materials, equipment and incidentals requ

Item: 147 BYPASS PUMPING. (8" THROUGH Provide all labor, materials, equipment and incidentals requ

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000

Unit of EA Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 44: Provide all labor, materials, equipment and incidentals requ

Description: Provide all labor, materials, equipment and incidentals requ

Item: 150 DEWATERING. Provide all labor, materials, equipment and incidentals requ

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000

Unit of EA Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No



Response For Supplier: LMK Pipe Renewal LLC

Event # : 89-0

Name: Flagler Heights Sewer Basin A-21 Laterals

Description: This project is located at within the Flagler Heights Sewer Basin , in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, the rehabilitation of sewer mains and laterals, as well as ancillary activities as required and related to the rehabilitation process.

Date created: May 4, 2023
5:15:11 PM EDT

Preview date: May 3, 2023
5:52:00 PM EDT

Open date: May 3, 2023
6:00:00 PM EDT

Close date: June 5, 2023
2:00:00 PM EDT

Date submitted: June 5, 2023
12:09:36 PM EDT

Q & A open date: May 4, 2023
7:00:00 AM EDT

Q & A close date: May 29,
2023 5:00:00 PM EDT

Dispute close date:

Responded To: 44 Out of 44 Lines

Total Bid Amount: 2,336,205.00 **Response Currency:** USD

Question Responses

Question	Answer
Have you completed and included all required forms?	Yes

Response Attachments

Attachment

- 2 Non Collusion Stmt EXE.pdf
- 3 Non-Discrimination Cert Form EXE.pdf
- 4 Contractor Payment by P-Card Form EXE.pdf
- 7 E Verify Affirmation Stmt LMKPR EXE.pdf
- 8 Trench Safety EXE.pdf
- Annual Report 2023 LMKPR.pdf

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Attachment

- Ernesto Fuenmayor PACP MACP LACP.pdf
- Shelly Kay Flanery Construction License LMKPR.pdf
- References Completed.pdf
- LMKPR Equipment List.pdf
- QUESTIONNAIRE SHEET.pdf
- Questionnaire Additional Info.pdf

Line Responses

Line 1: Provide all equipment, labor and materials required to perfo

Description: Provide all equipment, labor and materials required to perfo

Item: 19 REMOVE MAINLINE PROTRUDING SE Provide all equipment, labor and materials required to perfo

Long Item Remove Mainline Protruding Service. (Hammer Tap)

Description: Provide all equipment, labor and materials required to perform removal of mainline protruding services

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000 **Unit of Measure:** EA

Bid Quantity: 5.0000

Unit Price: 425.0000

Extended Amount: 2,125.00

No Charge: No

No Bid: No

Line 2: Provide all equipment, labor and materials required to perfo

Description: Provide all equipment, labor and materials required to perfo

Item: 20 SEWER MAIN CLEANING AND TV IN Provide all equipment, labor and materials required to perfo

Long Item Sewer main cleaning and TV inspection. (6-inch through 12-inch)

Description: Provide all equipment, labor and materials required to perform sewer main TV inspection and report on 6 inch through 12 inch main.

Commodity Code: 906-38 General Construction - Architectural

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Quantity: 1,000.0000

Unit of Measure: LF

Bid Quantity: 1,000.0000

Unit Price: 3.3500

Extended Amount: 3,350.00

No Charge: No

No Bid: No

Line 3: Provide all equipment, labor and materials required to perform

Description: Provide all equipment, labor and materials required to perform

Item: 21 SEWER MAIN CLEANING AND VIDEO Provide all equipment, labor and materials required to perform

Long Item Sewer main cleaning and video inspection. (14-inch through 18-inch)

Description: Provide all equipment, labor and materials required to perform sewer main TV inspection and report on 14 inch through 18 inch main.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 300.0000

Unit of Measure: LF

Bid Quantity: 300.0000

Unit Price: 5.0000

Extended Amount: 1,500.00

No Charge: No

No Bid: No

Line 4: Provide all equipment, labor and materials required to cut a

Description: Provide all equipment, labor and materials required to cut a

Item: 23 CUT AND REMOVE PROTRUDING,DEF Provide all equipment, labor and materials required to cut a

Long Item Cut and remove protruding defective rim liner.

Description: Provide all equipment, labor and materials required to cut and remove protruding defective rim liner.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000

Unit of Measure: EA

Bid Quantity: 5.0000

Unit Price: 2,150.0000

Extended Amount: 10,750.00

No Charge: No

No Bid: No

Line 5: Provide all labor, equipment and materials to perform mechan

Description: Provide all labor, equipment and materials to perform mechan

Item: 24 MECHANICAL ROOT OR GREASE REM Provide all labor, equipment and materials to perform mechan

Long Item Mechanical root or grease removal. (lateral or mainline)(4"-6")

Description: Provide all labor, equipment and materials to perform mechanical root or grease removal in laterals or mainlines (4"-6")

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1,500.0000 **Unit of Measure:** LF

Bid Quantity: 1,500.0000

Unit Price: 8.7500

Extended Amount: 13,125.00

No Charge: No

No Bid: No

Line 6: Provide all labor, equipment and materials to perform sewer

Description: Provide all labor, equipment and materials to perform sewer

Item: 25 MECHANICAL ROOT OR GREASE REM Provide all labor, equipment and materials to perform sewer

Long Item Mechanical root or grease removal. (8-inch through 12-inch)

Description: Provide all labor, equipment and materials to perform sewer Main mechanical grease removal (8 inch through 12 inch)

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1,000.0000 **Unit of Measure:** LF

Bid Quantity: 1,000.0000

Unit Price: 5.5000

Extended Amount: 5,500.00

No Charge: No

No Bid: No

Line 7: Provide all labor, equipment and materials to perform sewer

Description: Provide all labor, equipment and materials to perform sewer

Item: 26 MECHANICAL ROOT OR GREASE REM Provide all labor, equipment and materials to perform sewer

Long Item Mechanical root or grease removal. (14-inch through 18-inch)

Description: Provide all labor, equipment and materials to perform sewer Main mechanical grease removal (14 inch

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

through 18 inch)

Commodity Code: 906-38 General Construction - Architectural

Quantity: 300.0000 **Unit of Measure:** LF

Bid Quantity: 300.0000

Unit Price: 7.0000

Extended Amount: 2,100.00

No Charge: No

No Bid: No

Line 8: Provide all labor, equipment and materials to perform sewer

Description: Provide all labor, equipment and materials to perform sewer

Item: 27 MECHANICAL ROOT OR GREASE REM Provide all labor, equipment and materials to perform sewer

Long Item Mechanical root or grease removal. (21-inch through 24-inch)

Description: Provide all labor, equipment and materials to perform sewer Main mechanical grease removal (21 inch through 24 inch)

Commodity Code: 906-38 General Construction - Architectural

Quantity: 300.0000 **Unit of Measure:** LF

Bid Quantity: 300.0000

Unit Price: 12.5000

Extended Amount: 3,750.00

No Charge: No

No Bid: No

Line 9: Provide all labor, equipment and materials to perform sewer

Description: Provide all labor, equipment and materials to perform sewer

Item: 28 MECHANICAL TUBERCULATION REMO Provide all labor, equipment and materials to perform sewer

Long Item Mechanical Tuberculation Removal. (lateral or mainline) (4-inch to 6-inch)

Description: Provide all labor, equipment and materials to perform sewer main tuberculation removal (lateral or mainline) (4 inch to 6 inch)

Commodity Code: 906-38 General Construction - Architectural

Quantity: 700.0000 **Unit of Measure:** LF

Bid Quantity: 700.0000

Unit Price: 21.2500

Extended Amount: 14,875.00

No Charge: No

No Bid: No

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Line 10: Provide all labor, equipment and materials to perform sewer

Description: Provide all labor, equipment and materials to perform sewer

Item: 29 MECHANICAL TUBERCULATION REMO Provide all labor, equipment and materials to perform sewer

Long Item Mechanical Tuberculation Removal. (under 12")

Description: Provide all labor, equipment and materials to perform sewer main tuberculation removal (under 12")

Commodity Code: 906-38 General Construction - Architectural

Quantity: 200.0000 **Unit of Measure:** LF

Bid Quantity: 200.0000

Unit Price: 22.0000

Extended Amount: 4,400.00

No Charge: No

No Bid: No

Line 11: Provide all labor, equipment and materials to perform sewer

Description: Provide all labor, equipment and materials to perform sewer

Item: 30 MECHANICAL TUBERCULATION REMO Provide all labor, equipment and materials to perform sewer

Long Item Mechanical Tuberculation Removal. (12" to 15")

Description: Provide all labor, equipment and materials to perform sewer main tuberculation removal (12" to 15")

Commodity Code: 906-38 General Construction - Architectural

Quantity: 200.0000 **Unit of Measure:** LF

Bid Quantity: 200.0000

Unit Price: 30.0000

Extended Amount: 6,000.00

No Charge: No

No Bid: No

Line 12: Provide all labor, equipment and materials required to insta

Description: Provide all labor, equipment and materials required to insta

Item: 34 INSTALL CURED-IN-PLACE SECTIO Provide all labor, equipment and materials required to insta

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Long Item Install cured-in-place sectional sewer main liner 8"x 6.0 mm mainline sectional. (8ft)
Description: Provide all labor, equipment and materials required to install cured-in-place sectional sewer main liner 8"x 6.0 mm mainline sectional (8ft)
Commodity Code: 906-38 General Construction - Architectural
Quantity: 10.0000 **Unit of Measure:** EA

Bid Quantity: 10.0000 **Unit Price:** 4,545.0000 **Extended Amount:** 45,450.00
No Charge: No **No Bid:** No

Line 13: Provide all labor, equipment and materials required to install
Description: Provide all labor, equipment and materials required to install
Item: 35 INSTALL CURED-IN-PLACE SECTIONAL Provide all labor, equipment and materials required to install
Long Item Install cured-in-place sectional sewer main liner 8"x 6.0 mm mainline sectional. (beyond 8ft)
Description: Provide all labor, equipment and materials required to install cured-in-place sectional sewer main liner 8"x 6.0 mm mainline sectional (beyond 8ft)
Commodity Code: 906-38 General Construction - Architectural
Quantity: 6.0000 **Unit of Measure:** LF

Bid Quantity: 6.0000 **Unit Price:** 115.0000 **Extended Amount:** 690.00
No Charge: No **No Bid:** No

Line 14: Provide all labor, equipment and materials required to install
Description: Provide all labor, equipment and materials required to install
Item: 38 INSTALL CURED-IN-PLACE SECTIONAL Provide all labor, equipment and materials required to install
Long Item Install cured-in-place sectional sewer main liner 12" x 6.0 mm mainline sectional. (8ft)
Description: Provide all labor, equipment and materials required to install cured-in-place sectional sewer main liner 12" x 6.0 mm mainline sectional (8ft)
Commodity Code: 906-38 General Construction - Architectural
Quantity: 5.0000 **Unit of Measure:** EA

Bid Quantity: 5.0000 **Unit Price:** 5,625.0000 **Extended Amount:** 28,125.00

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

No Charge: No

No Bid: No

Line 15: Provide all labor, equipment and materials required to install

Description: Provide all labor, equipment and materials required to install

Item: 39 INSTALL CURED-IN-PLACE SECTIONAL Provide all labor, equipment and materials required to install

Long Item Install cured-in-place sectional sewer main liner 12" x 6.0 mm mainline sectional. (beyond 8ft)

Description: Provide all labor, equipment and materials required to install cured-in-place sectional sewer main liner 12" x 6.0 mm mainline sectional (beyond 8ft)

Commodity Code: 906-38 General Construction - Architectural

Quantity: 6.0000 **Unit of Measure:** LF

Bid Quantity: 6.0000

Unit Price: 125.0000

Extended Amount: 750.00

No Charge: No

No Bid: No

Line 16: Provide all labor, equipment and materials required to install

Description: Provide all labor, equipment and materials required to install

Item: 40 INSTALL CURED-IN-PLACE SECTIONAL Provide all labor, equipment and materials required to install

Long Item Install cured-in-place sectional sewer main liner 15" x 7.5 mm mainline sectional. (8ft)

Description: Provide all labor, equipment and materials required to install cured-in-place sectional sewer main liner 15" x 7.5 mm mainline sectional (8ft)

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000 **Unit of Measure:** EA

Bid Quantity: 5.0000

Unit Price: 7,485.0000

Extended Amount: 37,425.00

No Charge: No

No Bid: No

Line 17: Provide all labor, equipment and materials required to install

Description: Provide all labor, equipment and materials required to install

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Item: 41 INSTALL CURED-IN-PLACE SECTIO Provide all labor, equipment and materials required to insta

Long Item Install cured-in-place sectional sewer main liner 15" x 7.5 mm mainline sectional. (beyond 8ft)
Description: Provide all labor, equipment and materials required to install cured-in-place sectional sewer main liner 15" x 7.5 mm mainline sectional (beyond 8ft)

Commodity Code: 906-38 General Construction - Architectural

Quantity: 7.0000 **Unit of Measure:** LF

Bid Quantity: 7.0000

Unit Price: 155.0000

Extended Amount: 1,085.00

No Charge: No

No Bid: No

Line 18: Provide all labor, equipment and materials required to perfo

Description: Provide all labor, equipment and materials required to perfo

Item: 48 CIPP LATERAL LINING 6" TO 10" Provide all labor, equipment and materials required to perfo

Long Item CIPP Lateral Lining 6" to 10" full circle main connection, 4"or 6" x 4.5mm lateral.
Description: Provide all labor, equipment and materials required to perform CIPP Lateral Lining 6" to 10" full circle main connection, 4"or 6" x 4.5mm lateral.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 185.0000 **Unit of Measure:** EA

Bid Quantity: 185.0000

Unit Price: 5,450.0000

Extended Amount: 1,008,250.00

No Charge: No

No Bid: No

Line 19: Provide all labor, equipment and materials required to perfo

Description: Provide all labor, equipment and materials required to perfo

Item: 49 CIPP LATERAL LINING 12" FULL Provide all labor, equipment and materials required to perfo

Long Item CIPP Lateral Lining 12" full circle main connection, 4"or 6" x 4.5mm lateral.
Description: Provide all labor, equipment and materials required to perform CIPP Lateral Lining 12" full circle main connection, 4"or 6" x 4.5mm lateral.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000 **Unit of Measure:** EA

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Bid Quantity: 5.0000

Unit Price: 5,875.0000

Extended Amount: 29,375.00

No Charge: No

No Bid: No

Line 20: Provide all labor, equipment and materials required to perfo

Description: Provide all labor, equipment and materials required to perfo

Item: 50 CIPP LATERAL LINING 15" FULL Provide all labor, equipment and materials required to perfo

Long Item CIPP Lateral Lining 15" full circle main connection, 4"or 6" x 4.5mm lateral.

Description: Provide all labor, equipment and materials required to perform CIPP Lateral Lining 15" full circle main connection, 4"or 6" x 4.5mm lateral.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000

Unit of Measure: EA

Bid Quantity: 5.0000

Unit Price: 6,435.0000

Extended Amount: 32,175.00

No Charge: No

No Bid: No

Line 21: Provide all labor, equipment and materials required to insta

Description: Provide all labor, equipment and materials required to insta

Item: 58 CIPP LATERAL LINER 4" OR 6" X Provide all labor, equipment and materials required to insta

Long Item CIPP Lateral Liner 4" or 6" x 4.5mm beyond 15 (all mainline sizes).

Description: Provide all labor, equipment and materials required to install CIPP Lateral Liner 4" or 6" x 4.5mm beyond 15 (all mainline sizes).

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1,000.0000

Unit of Measure: LF

Bid Quantity: 1,000.0000

Unit Price: 105.0000

Extended Amount: 105,000.00

No Charge: No

No Bid: No

Line 22: Provide all equipment, labor and materials required to

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

insta

Description: Provide all equipment, labor and materials required to insta

Item: 60 CIPP LATERAL LINING FROM MANH Provide all equipment, labor and materials required to insta

Long Item Description: CIPP Lateral Lining from manhole, 4" & 6" x 4.5mm lateral liner from manhole up to 15 feet in length. Provide all equipment, labor and materials required to install CIPP Lateral Lining from manhole, 4" & 6" x 4.5mm lateral liner from manhole up to 15 feet in length.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000 **Unit of Measure:** EA

Bid Quantity: 5.0000 **Unit Price:** 3,850.0000 **Extended Amount:** 19,250.00
No Charge: No **No Bid:** No

Line 23: Provide all equipment, labor and materials required to insta

Description: Provide all equipment, labor and materials required to insta

Item: 62 CIPP LATERAL LINING 4" TO 6" Provide all equipment, labor and materials required to insta

Long Item Description: CIPP Lateral Lining 4" to 6" x 4.5 mm lateral liner from cleanout. Provide all equipment, labor and materials required to install CIPP Lateral Lining 4" to 6" x 4.5 mm lateral liner from cleanout.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000 **Unit of Measure:** EA

Bid Quantity: 5.0000 **Unit Price:** 3,450.0000 **Extended Amount:** 17,250.00
No Charge: No **No Bid:** No

Line 24: Provide all equipment, labor and materials required to perfo

Description: Provide all equipment, labor and materials required to perfo

Item: 63 SEWER LATERAL TV INSPECTION F Provide all equipment, labor and materials required to perfo

Long Item Description: Sewer lateral TV inspection from sewer main up to 30 feet. Provide all equipment, labor and materials required to perform Sewer lateral TV inspection from sewer main

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

up to 30 feet.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 10.0000 **Unit of Measure:** EA

Bid Quantity: 10.0000

Unit Price: 385.0000

Extended Amount: 3,850.00

No Charge: No

No Bid: No

Line 25: Provide all labor, equipment and materials to perform sewer

Description: Provide all labor, equipment and materials to perform sewer

Item: 64 SEWER LATERAL TV INSPECTION F Provide all labor, equipment and materials to perform sewer

Long Item: Sewer lateral TV inspection from cleanout up to 30 feet.

Description: Provide all labor, equipment and materials to perform sewer lateral TV inspection from cleanout up to 30 feet.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 10.0000 **Unit of Measure:** EA

Bid Quantity: 10.0000

Unit Price: 325.0000

Extended Amount: 3,250.00

No Charge: No

No Bid: No

Line 26: Provide all labor, equipment and materials to perform sewer

Description: Provide all labor, equipment and materials to perform sewer

Item: 65 SEWER LATERAL TV INSPECTION B Provide all labor, equipment and materials to perform sewer

Long Item: Sewer lateral TV inspection beyond 30 feet from the cleanout or the mainline access.

Description: Provide all labor, equipment and materials to perform sewer lateral TV inspection beyond 30 feet from the cleanout or the mainline access.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 20.0000 **Unit of Measure:** LF

Bid Quantity: 20.0000

Unit Price: 10.0000

Extended Amount: 200.00

No Charge: No

No Bid: No

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Line 27: Provide all labor, equipment and materials to perform sewer

Description: Provide all labor, equipment and materials to perform sewer

Item: 66 SEWER LATERAL LOCATE FOR FUTU Provide all labor, equipment and materials to perform sewer

Long Item Sewer Lateral locate for future cleanout install from inside of structure or vent stack.

Description: Provide all labor, equipment and materials to perform sewer lateral locates for future cleanout install from inside of structure or vent stack.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000 **Unit of Measure:** EA

Bid Quantity: 5.0000

Unit Price: 425.0000

Extended Amount: 2,125.00

No Charge: No

No Bid: No

Line 28: Provide all labor, equipment and materials required to inst

Description: Provide all labor, equipment and materials required to inst

Item: 67 CLEANOUT INSTALLATION IN ASPH Provide all labor, equipment and materials required to inst

Long Item Cleanout installation in asphalt area depths up to 5-ft.

Description: Provide all labor, equipment and materials required to install cleanouts in asphalt area depths up to 5-ft.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 30.0000 **Unit of Measure:** EA

Bid Quantity: 30.0000

Unit Price: 2,475.0000

Extended Amount: 74,250.00

No Charge: No

No Bid: No

Line 29: Provide all labor, equipment and materials required to instal

Description: Provide all labor, equipment and materials required to instal

Item: 68 CLEANOUT INSTALLATION IN CONC Provide all labor, equipment and materials required to instal

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Long Item Cleanout installation in concrete area depths up to 5-ft.

Description: Provide all labor,equipment and materials required to install cleanouts in concrete area depths up to 5-ft.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 100.0000

Unit of Measure: EA

Bid Quantity: 100.0000

Unit Price: 2,625.0000

Extended Amount: 262,500.00

No Charge: No

No Bid: No

Line 30: Provide all labor,equipment and materials required to instal

Description: Provide all labor,equipment and materials required to instal

Item: 69 CLEANOUT INSTALLATION IN GRAS Provide all labor,equipment and materials required to instal

Long Item Cleanout Installation in grass area depths up to 5-ft.

Description: Provide all labor,equipment and materials required to install cleanouts in grass area depths up to 5-ft.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 30.0000

Unit of Measure: EA

Bid Quantity: 30.0000

Unit Price: 2,250.0000

Extended Amount: 67,500.00

No Charge: No

No Bid: No

Line 31: Provide all labor,equipment and materials required to instal

Description: Provide all labor,equipment and materials required to instal

Item: 70 CLEANOUT INSTALLATION IN PAVE Provide all labor,equipment and materials required to instal

Long Item Cleanout installation in paver area depths up to 5-ft.

Description: Provide all labor,equipment and materials required to install cleanouts in paver areas depths up to 5-ft.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 10.0000

Unit of Measure: EA

Bid Quantity: 10.0000

Unit Price: 3,785.0000

Extended Amount: 37,850.00

No Charge: No

No Bid: No

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Line 32: Provide all labor, equipment and materials required to instal

Description: Provide all labor, equipment and materials required to instal

Item: 71 CLEANOUT INSTALLATION BEYOND Provide all labor, equipment and materials required to instal

Long Item Cleanout installation beyond 5-ft depth.

Description: Provide all labor, equipment and materials required to install cleanouts beyond 5-ft depth.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 10.0000 **Unit of Measure:** EA

Bid Quantity: 10.0000

Unit Price: 225.0000

Extended Amount: 2,250.00

No Charge: No

No Bid: No

Line 33: Furnish and install all required equipment, labor and materi

Description: Furnish and install all required equipment, labor and materi

Item: 77 POINT REPAIR LATERAL, 3-INCH Furnish and install all required equipment, labor and materi

Long Item Point repair lateral, 3-inch to 6-inch gravity pipe, up to 6-foot depth.

Description: Furnish and install all required equipment, labor and materials to perform point repairs on lateral, 3-inch to 6-inch gravity pipe, up to 6-foot depth.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000 **Unit of Measure:** EA

Bid Quantity: 5.0000

Unit Price: 4,585.0000

Extended Amount: 22,925.00

No Charge: No

No Bid: No

Line 34: Provide all labor, equipment and materials required to perfo

Description: Provide all labor, equipment and materials required to perfo

Item: 78 POINT REPAIR LATERAL, 3-INCH T Provide all labor, equipment and materials required to perfo

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Long Item Point repair lateral, 3-inch to 6-inch pipe, over 6-foot depth up to 10-foot depth.

Description: Provide all labor, equipment and materials required to perform point repair on laterals, 3-inch to 6-inch pipe, over 6-foot depth up to 10-foot depth.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000

Unit of Measure: EA

Bid Quantity: 5.0000

Unit Price: 14,880.0000

Extended Amount: 74,400.00

No Charge: No

No Bid: No

Line 35: Provide all labor, equipment and materials required to perfo

Description: Provide all labor, equipment and materials required to perfo

Item: 79 POINT REPAIR LATERAL, 3 TO 6- Provide all labor, equipment and materials required to perfo

Long Item Point repair lateral, 3 to 6- inch pipe , over 10-foot depth up to 12-foot depth.

Description: Provide all labor, equipment and materials required to perform point repair on laterals, 3-inch to 6-inch pipe, over 6-foot depth up to 12-foot depth.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000

Unit of Measure: EA

Bid Quantity: 5.0000

Unit Price: 23,880.0000

Extended Amount: 119,400.00

No Charge: No

No Bid: No

Line 36: Furnish and install all labor, materials, and equipment to

Description: Furnish and install all labor, materials, and equipment to d

Item: 118 DYE TESTING LATERALS. Furnish and install all labor, materials, and equipment to d

Long Item Dye Testing Laterals.

Description: Furnish and install all labor, materials, and equipment to dye test sewer laterals from either an existing cleanout or from inside existing properties.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 20.0000

Unit of Measure: EA

Bid Quantity: 20.0000

Unit Price: 1,250.0000

Extended Amount: 25,000.00

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

No Charge: No

No Bid: No

Line 37: Furnish and install all labor, materials, and equipment to

Description: Furnish and install all labor, materials, and equipment to i

Item: 119 DOUBLE SERVICE CONNECTION RE Furnish and install all labor, materials, and equipment to i

Long Item Double service connection replacement 3 to 6-inch pipe, up to 6-foot depth.

Description: Furnish and install all labor, materials, and equipment to install replace double service connection, 3 to 6-inch pipe, up to 6' depth.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000

Unit of Measure: EA

Bid Quantity: 5.0000

Unit Price: 10,920.0000

Extended Amount: 54,600.00

No Charge: No

No Bid: No

Line 38: Furnish and install all labor, materials, and equipment to

Description: Furnish and install all labor, materials, and equipment to i

Item: 120 DOUBLE SERVICE CONNECTION RE Furnish and install all labor, materials, and equipment to i

Long Item Double service connection replacement 3 to 6-inch pipe, over 6-foot depth up to 10-foot depth.

Description: Furnish and install all labor, materials, and equipment to install double service connection replacement 3 to 6-inch pipe, over 6-foot depth up to 10-foot depth.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000

Unit of Measure: EA

Bid Quantity: 5.0000

Unit Price: 20,160.0000

Extended Amount: 100,800.00

No Charge: No

No Bid: No

Line 39: Provide all labor, materials, equipment and incidentals requ

Description: Provide all labor, materials, equipment and incidentals requ

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Item: 127 EXPEDITED MOBILIZATION. Provide all labor, materials, equipment and incidentals requ

Long Item Expedited mobilization.

Description: Provide all labor, materials, equipment and incidentals required to complete an expedited mobilization within 24 hours of receiving request from City.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000 **Unit of Measure:** EA

Bid Quantity: 5.0000

Unit Price: 9,000.0000

Extended Amount: 45,000.00

No Charge: No

No Bid: No

Line 40: Provide all labor, materials, equipment and incidentals requ

Description: Provide all labor, materials, equipment and incidentals requ

Item: 128 INSTALL 4-INCH PLUG FOR PIPE Provide all labor, materials, equipment and incidentals requ

Long Item Install 4-inch plug for pipe abandonment in pipe of 4-inches in diameter.

Description: Provide all labor, materials, equipment and incidentals required to complete Installation of 4-inch plug for pipe abandonment in pipe of 4-inches in diameter.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000 **Unit of Measure:** EA

Bid Quantity: 5.0000

Unit Price: 450.0000

Extended Amount: 2,250.00

No Charge: No

No Bid: No

Line 41: Provide all labor, materials, equipment and incidentals requ

Description: Provide all labor, materials, equipment and incidentals requ

Item: 129 INSTALL 6-INCH PLUG FOR PIPE Provide all labor, materials, equipment and incidentals requ

Long Item Install 6-inch plug for pipe abandonment in pipe of 6-inches in diameter.

Description: Provide all labor, materials, equipment and incidentals required to complete Installation of 6-inch plug for pipe abandonment in pipe of 6-inches in diameter.

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000 **Unit of Measure:** EA

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Bid Quantity: 5.0000

Unit Price: 475.0000

Extended Amount: 2,375.00

No Charge: No

No Bid: No

Line 42: Provide all labor, materials, equipment and incidentals requ

Description: Provide all labor, materials, equipment and incidentals requ

Item: 146 TRAFFIC CONTROL / MOT Provide all labor, materials, equipment and incidentals requ

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000

Unit of Measure: EA

Bid Quantity: 1.0000

Unit Price: 25,000.0000

Extended Amount: 25,000.00

No Charge: No

No Bid: No

Line 43: Provide all labor, materials, equipment and incidentals requ

Description: Provide all labor, materials, equipment and incidentals requ

Item: 147 BYPASS PUMPING. (8" THROUGH Provide all labor, materials, equipment and incidentals requ

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000

Unit of Measure: EA

Bid Quantity: 1.0000

Unit Price: 12,500.0000

Extended Amount: 12,500.00

No Charge: No

No Bid: No

Line 44: Provide all labor, materials, equipment and incidentals requ

Description: Provide all labor, materials, equipment and incidentals requ

Item: 150 DEWATERING. Provide all labor, materials, equipment and incidentals requ

Commodity Code: 906-38 General Construction - Architectural

Event # 89-0: Flagler Heights Sewer Basin A-21 Laterals

Quantity: 1.0000

Unit of Measure: EA

Bid Quantity: 1.0000

Unit Price: 5,880.0000

Extended Amount: 5,880.00

No Charge: No

No Bid: No

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

LMK Pipe Renewal, LLC

PO Box 22413

Fort Lauderdale, FL 33335-2413

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street, Suite 800

Kansas City, MO 64105-2478

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Fort Lauderdale

100 North Andrews Ave.

Fort Lauderdale, FL 33301

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

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

PROJECT:

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

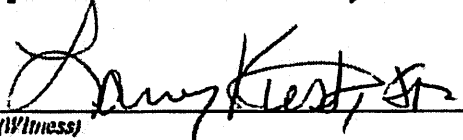
Bid/Event No. 89, Project No. 12049, Flagler Heights Sewer Basin A-21 Laterals, Fort Lauderdale, FL

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. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of May, 2023


(Witness)

LMK Pipe Renewal, LLC

(Principal)

(Seal)


(Title) Maria Milman, COO

Swiss Re Corporate Solutions America Insurance Corporation

(Agent)

(Seal)


(Title) Dione R. Young, Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM McCULLOH, STACY VENN,
DIONE R. YOUNG, STACIE CHRISTENSEN, SETH ROOKER, JENNIFER MARINO, JOSEPH TIERNAN, KATE ZANDERS, and SARA HUSTON

JOINTLY OR SEVERALLY

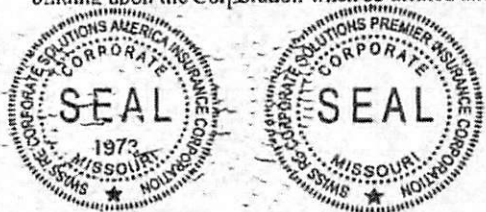
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



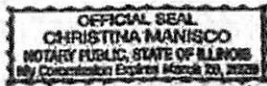
IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 17TH day of JANUARY, 20 23

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 17TH day of JANUARY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17th day of May, 2023.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



Equipment List

Unit #	Year	Make	Description	Model	Crew
100	2006	Chevrolet	Chevrolet C5500 Heater Truck	5500	Floater
103	2000	Vactor #1	Model 2110-J6 Jet / Vac Truck		TV Crew
			Generator		
107	2007	Sterling	Model 2103 Jet / Vac Truck	Vactor	Ian Crew
108	2003	Ford	Ford F-550 TV/Grout Box Truck	F550	Grout Crew
112	2011	US Jetting	4018 US Jetting Trailer	Trailer	Prep Crew
113	1997	Forklift	Yale - Forklift		Shop
114	2011	Interstate	24' V-Nose Trailer - HDME	Trailer	Floater
116	2012	Ford	F550 DRW Flat Bed	F550	Crew
118	2011	IBAK #2	Video Pipe Inspection Truck		IBAK Crew
			Generator		
119	1994	Vactor #3	Model 2103 Jet / Vac Truck	Vactor	Floater
122	2001	Freightliner	Freightliner	Box Truck	Ian Crew
123	2013	Ford	F450 DRW Dump Bed		Excavation Crew
124	2007	Hino	Hino Heater Truck	Box Truck	Crew
125	2014	SolarTech Trailer	Arrow Board		Floater
126	2014	Ford	Ford F-450 Flat Bed	F450	Ian Crew
127	2015	Look	Look 28' V-Nose Trailer	Trailer	Crew
			Track Machine		
			Generator		
128	2014	Kubota	Kubota Excavator	KX91	Excavation Crew
129	2014	American	22' Flat Bed Trailer	Trailer	Floater
130	2011	Ford	F250 Super Duty	F250	Mechanic
131	2006	Cont. Tlr.	16' Enclosed Trailer	Trailer	Floater
132	2015	Wild Metal	Tow behind Generator	Trailer	Floater
133	2008	Vactor #4	2008 International	Vactor	Crew
134	2015	Chevrolet	2500 HD Double Cab	2500	Foreman
135	2015	Chevrolet	2500 HD Double Cab	2500	Excavation Crew
136	2016	Felling	Felling Dump Trailer	Trailer	Excavation Crew
138	2011	Isuzu NQR	Schwalm Cutter Truck	Box Truck	Cut Crew
139	2018	PJ	PJ Boiler Trailer (MSU)	Trailer	Spare Boiler
141	2016	Sullair	2016 Sullair Air Compressor	Trailer	
142	2016	Sullair	2016 Sullair Air Compressor	Trailer	
143	2006	Vactor	2006 International 5500	Vactor	Floater
145		Harben	Harben Trailer		
146	2018		28' V Nose Trailer	Trailer	Ian
147	2019		28' V Nose Trailer	Trailer	Crew
148	2010		Utility Truck	F530	Core Machine Truck
149			CONCRETE MIXER		
150	2020	Peterbuilt	HiVac X8	Peterbuilt	Crew
151	2014	Ford	Electronic Mobile Van		Nick
152	2004	International	Rick Fast new Vac	Vactor	Rick Crew
153	2019	Ford	Ford Dump Truck	F550	
154	2016	MEB	Asphalt Trailer/ Hotbox	Trailer	



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

FLANERY, SHELLY KAY

LMK PIPE RENEWAL, LLC
1131 NORTHWEST 55TH STREET
FORT LAUDERDALE FL 33309

LICENSE NUMBER: CUC1225580

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CERTIFICATE OF COMPLETION



THIS CERTIFICATE IS PROUDLY PRESENTED TO

Ernesto Fuenmayor

Certificate Number: U-0721-70402471

Sheila Joy

Sheila Joy
Executive Director



Since 2021
Issued: 07/12/2021
Expires: 07/11/2024



Since 2021
Issued: 07/12/2021
Expires: 07/11/2024



Since 2021
Issued: 07/12/2021
Expires: 07/11/2024

Note: The user is not an employee, agent or partner of NASSCO. The user acknowledges and agrees that NASSCO does not supervise or control the user and that NASSCO shall not be responsible for any acts or omissions of the user.



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL 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 influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
N/A	N/A
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Shelly Flanery
Authorized Signature
Shelly Flanery
Name (Printed)

Vice-President
Title
06/02/2023
Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Shelly Flanery
Authorized Signature

Shelly Flanery, VP
Print Name and Title

06/02/2023
Date



CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

LMK Pipe Renewal LLC

Company Name

Shelly Flanery

Name (Printed)

Shelly Flanery

Signature

Vice President

Title

06/02/2023

Date



E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: 12049

Project Description:

Fort Lauderdale Flagler Heights Sewer Basin A-21 Laterals

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: LMK Pipe Renewal LLC

Authorized Company Person's Signature: Shelly Hanery

Authorized Company Person's Title: Vice President

Date: 06/02/2023

TRENCH SAFETY

Bidder acknowledges that included in the appropriate bid items of his bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, Florida Statutes 553.60 – 553.64. The bidder further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. TRI-POD, HARNESS, DETECTOR ^{GAS}	SET	1	3,200	3,200
B. SPEED SHORING	EA	1	4,250	4,250
C. TRENCH BOX	EA	1	7,400	7,400
D. DEWATERING PUMP	EA	1	17,250	17,250
			Total:	32,100

The bidder certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R. s. 1926.650 Subpart P., and the Florida Trench Safety Act, Florida Statutes 553.60-553.64.

Failure to complete the above may result in the bid being declared non-responsive.

DATE: 05/24/2023

Shelly Flanery
(SIGNATURE)

STATE OF: FLORIDA COUNTY OF: CHARLOTTE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Shelly Flanery
(Name of Individual Signing)

Shelly Flanery who, after first being duly sworn by me,
Rebecca Anderson Caspari affixed his/her signature in the space provided above on this
24 day of MAY, 20 23

Rebecca Anderson Caspari
Rebecca Anderson Caspari HH240280
NOTARY PUBLIC

My Commission Expires: 03/14/2026

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: LMK PIPE RENEWAL LLC

President SHAUN FLANERY

Business Address:

1131 NW 55TH ST FORT LAUDERDALE FL 33309

Telephone: 954.772.0075

Fax:

954.772.0086

E-Mail Address:

Shaun@LMKPipe.com

What was the last project of this nature which you completed? Include the year, description, and contract value.

Please see attached information.

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

Please see attached information.

How many years has your organization been in business? 17

Have you ever failed to complete work awarded to you; if so, where and why?

No, we have completed all work awarded to us.

The name of the qualifying agent for the firm and his position is: CUC1225580

Certificate of Competency Number of Qualifying Agent: Shelly Flanery, Vice President

Effective Date: 07/01/2022

Expiration Date: 08/31/2024

Licensed in: Florida

Engineering Contractor's License # N/A

(County/State)

Expiration Date: N/A

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.

NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.

QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance?

Yes, we have inspected the proposed work and have a complete plan.

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.

a) Madsen/Barr Corp. Single and Double Wye

b) TeleVac South: CCTV work

c)

d)

e)

f)

g)

3. What equipment do you own that is available for the work?

See attached information.

4. What equipment will you purchase for the proposed work?

We will not purchase equipment to perform the work.

5. What equipment will you rent for the proposed work?

We will not rent equipment to perform the work.