



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

2C

Today's Date: 3/27/25

DOCUMENT TITLE:

Construction Agreement and Change Order No. 5  
Las Olas Undergrounding of Overhead Utilities Project - Ferreira

COMM. MTG. DATE: 3/18/25

CAM #: 25-0187

ITEM #: CM-9

CAM attached: ☒ YES ☐ NO

Routing Origin: \_\_\_\_\_

Router Name/Ext: Glynis B/x5091

Action Summary attached: ☐ YES ☒ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: \_\_\_\_\_ Router Name/Ext: \_\_\_\_\_ # of originals routed: \_\_\_\_\_ Date to CAO: \_\_\_\_\_

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 3/27/25

Rhonda Montoya Hasan  
Attorney's Name

Initials \_\_\_\_\_

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber C./CMO Date: 03/28/25

4) City Manager's Office: CMO LOG #: \_\_\_\_\_ Document received from: \_\_\_\_\_

Assigned to: SUSAN GRANT ☐ (Acting City Manager) ANTHONY FAJARDO ☐ (Assistant City Manager)  
LAURA REECE ☐ (Acting Assistant City Manager) BEN ROGERS ☐ (Acting Assistant City Manager)  
CHRIS COOPER ☐ (Acting Assistant City Manager)

SUSAN GRANT as Acting CRA Executive Director ☐

☐ APPROVED FOR S. GRANT'S SIGNATURE

☐ N/A FOR S. GRANT TO SIGN

PER ACM: Anthony Fajardo \_\_\_\_\_ (Initial/Date)

PER AACM: Laura Reece \_\_\_\_\_ (Initial/Date)

Ben Rogers \_\_\_\_\_ (Initial/Date)

Chris Cooper \_\_\_\_\_ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward \_\_\_\_\_ originals to ☐ Mayor ☐ CCO Date: \_\_\_\_\_

5) Mayor/CRA Chairman: Please sign as indicated.

Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable)

Date: \_\_\_\_\_

6) City Clerk: Scan original and forwards 2 originals to: Gary Foster x 6233

Attach \_\_\_\_\_ certified Reso #

☐ YES ☐ NO

TM# 25-0102



**CITY OF FORT LAUDERDALE**  
**City Commission Agenda Memo**  
**REGULAR MEETING**

**#25-0187**

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**TO:** Honorable Mayor & Members of the  
Fort Lauderdale City Commission

**FROM:** Susan Grant, Acting City Manager

**DATE:** March 18, 2025

**TITLE:** Motion Approving Change Order No. 5 for the Las Olas Isles  
Undergrounding of Overhead Utilities – Ferreira Construction Southern  
Division Co. Inc., - \$86,096.48 – and New Agreement “Extension” of 233  
Calendar Days - (**Commission District 2**)

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**Recommendation**

Staff recommends the City Commission approve Change Order No. 5, in substantially the form attached, in the amount of \$86,096.48, for the Las Olas Undergrounding of Overhead Utilities, with Ferreira Construction Southern Division Co. Inc. (Ferreira). Staff also recommends the City Commission approve a New Agreement “Extension” of 233 Calendar Days to cover the processing time for the funding of Change Order #5, making the new completion date May 31, 2025.

**Background**

On December 21, 2021, the City Commission approved an agreement with Ferreira for the Las Olas Isles Undergrounding of Overhead Utilities project (Project) in an amount not to exceed \$4,733,400 (CAM #21-0262). The Project's scope was to convert existing overhead electric and communication utilities to underground in the area known as Las Olas Isles, which required significant coordination with Florida Power and Light (FPL), AT&T, and Comcast. The original expiration date was September 16, 2022.

On February 7, 2023, the contract was extended until May 15, 2023. (CAM #23-0228).

On February 21, 2023, Change Order No. 1 was approved with an increase of \$1,228,141.50, and adding 180 calendar days (CAM #23-0241) extending the expiration date to November 11, 2023.

On November 9, 2023, Change Order No. 2 was approved, adding 60 calendar days, extending the expiration date to January 10, 2024.

On December 19, 2023, Change Order No. 3 was approved with an increase of \$591,306.49 and adding 90 calendar days (CAM #23-1167), extending the expiration date to April 9, 2024.

On March 13, 2024, Change Order No. 4 was approved removing the paving and milling services, reducing the contract by \$619,655.14, and adding 9 calendar days, extending the expiration date to April 18, 2024. To expedite the restoration of the streets the milling and paving work was removed from the contract and assigned to M&M Asphalt Maintenance, Inc, dba All County Paving, using the City's annual contract.

On August 20, 2024, the contract was extended until September 30, 2024 (CAM #24-0721).

Ferreira has been unable to complete the project by the contractual substantial completion date through no fault of its own. All undergrounding for FPL and AT&T is complete. Comcast upgraded their customers to 5G fiber as part of the project, which created additional delays of six months as they had to schedule in-home appointments with all 268 customers to upgrade their equipment. This prevented Ferreira from finishing the project by April 18, 2024 completion date which was approved on March 13, 2024 as part of Change Order No. 4.

In addition to the Comcast delay, Ferreira had to install an additional transformer to power the streetlights along Las Olas Blvd, as the light transformer was on the wood pole at the end of Bontona Avenue and was removed by FPL when they disconnected all overhead power. The light transformer was 480 volts while all the residential transformers installed were for 240 volts. The bulk of the change order expense is for agreed upon general and administrative costs incurred by Ferreira during this delay.

### **Resource Impact**

There is a fiscal impact to the City in the amount of \$86,096.48 for this change order. Funds for this change order in the total amount of \$86,096.48 are contingent upon the approval of the Consolidated Budget Amendment CAM 25-0092.

<b><i>Funds available as of January 30, 2025</i></b>					
<b>ACCOUNT NUMBER</b>	<b>COST CENTER NAME (Program)</b>	<b>CHARACTER/ ACCOUNT NAME</b>	<b>AMENDED BUDGET (Character)</b>	<b>AVAILABLE BALANCE (Character)</b>	<b>AMOUNT</b>
10-331-9100-554-60-6599-P11715	Las Olas Isles Undergrounding Utilities	Capital Outlay/ Construction	\$148,731	\$0.06	\$86,096.48
<b>TOTAL AMOUNT ►</b>					<b>\$86,096.48</b>

### **Strategic Connections**

This item is a FY 2024 Commission Priority, advancing the Infrastructure and Resilience initiative.

### **Strategic Connections**

This item is a FY 2025 Commission Priority, advancing the Infrastructure and Resilience initiative.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Infrastructure Focus Area, Goal 3: Be a sustainable and resilient community

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Ready

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Neighborhood Enhancement Area
- The Urban Design Element
- Goal 2: Encourage urban design which responds to the climate and character of Fort Lauderdale, is pedestrian friendly, human-scaled and contains the infrastructure and amenities to create a vibrant public realm

### **Attachments**

Exhibit 1 – Change Order No. 5

Exhibit 2 – Agreement

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Prepared by: Gary Foster, Senior Program Manager, Public Works  
Jill Prizlee P.E., Chief Engineer, Public Works  
Omar Castellon P.E., Assist. Public Works Director, Public Works

Department Director: Talal Abi-Karam, P.E., Interim Director, Public Works



**CITY OF FORT LAUDERDALE  
CONSTRUCTION AGREEMENT**

THIS Agreement made and entered into this 28<sup>th</sup> day of March 2025, by and between the City of Fort Lauderdale, a Florida municipal corporation ("City") and Ferreira Construction Southern Division Co. Inc., a Florida corporation ("Contractor") ("Party" or collectively "Parties")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of December 21, 2021, authorized the proper officials by motion to execute an Agreement between Contractor and City authorizing the performance of services in connection with the Las Olas Isles Undergrounding of Overhead Utilities Project in an amount not to exceed \$4,733,400 (ITB 12453-613 Project 11715) ("Original Agreement"); and

WHEREAS, due to miscalculations and omissions in the original Project scope and due to delays in coordination and materials delivery, the Agreement expired on April 18, 2024; and

WHEREAS, the City and Contractor are desirous of completing the Project.

NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as to the following:

1.1 The recitations set forth above are true and correct and are incorporated herein. Initial capitalized terms or other such terms used herein shall have the same meaning given such terms in the Original Agreement, unless otherwise defined herein or unless the context otherwise indicates.

1.2 The Original Agreement and all terms and conditions of the Original Agreement except as modified herein, are incorporated into and made part of this agreement and are attached hereto as Exhibit A.

1.3 This Agreement will be retroactive to April 18, 2024.

1.4 The Contract Time as defined in the Original Agreement shall be understood to also include the period of time from the termination of the Original Agreement to the time of execution of this Agreement.

1.5 Section 5.2 of the Original Agreement is hereby deleted and replaced with: "The Work shall be Substantially Completed within 1166 calendar days after the date of the Notice to Proceed is issued, which is April 30, 2025."

1.6 Section 5.3 of the Original Agreement is hereby deleted and replaced with: "The Work shall be finally completed on the Final Completion Date within 1157 Calendar Days

after the date when the Contract Time commences to run as provided in the Notice to Proceed. The date of Final Completion is May 31, 2025.”

1.7 The City’s Project Manager is Gary Foster, whose address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301, telephone number 954-828-6233 and email address is [gfooster@fortlauderdale.gov](mailto:gfooster@fortlauderdale.gov).

[ REMAINING SPACE INTENTIONALLY LEFT BLANK]

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

CITY

CITY OF FORT LAUDERDALE, a Florida  
municipal corporation

By:   
\_\_\_\_\_  
SUSAN GRANT  
Acting City Manager

Date: 3/28/2025

ATTEST:

By:   
for DAVID R. SOLOMAN  
City Clerk



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

By:   
\_\_\_\_\_  
RHONDA MONTOYA HASAN  
Senior Assistant City Attorney



WITNESSES:

[Signature]

Douglas Conley

Print  
Name

[Signature]

David de la Peña

Print Name

**CONTRACTOR**

FERREIRA CONSTRUCTION SOUTHERN  
DIVISION CO. INC., a Florida corporation

By: [Signature]  
Danny Garcia, Vice-President

ATTEST:

By: [Signature]  
Secretary

(CORPORATE SEAL)

STATE OF Florida:

COUNTY OF Miami-Dade:

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 20<sup>th</sup> day of August, 2024, by Danny Garcia,  
as Vice-President for Ferreira Construction Southern Division Co. Inc., a Florida  
corporation.



[Signature]  
(Signature of Notary Public - State of Florida)

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

Personally Known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_



**CITY OF FORT LAUDERDALE**

**CONTRACT**

**LAS OLAS ISLES UNDERGROUNDING OF OVERHEAD UTILITIES (12453-613)**

**DESCRIPTION**

**Ferreira Construction Southern Division Co. Inc.**

**CONTRACTOR**

**\$4,733,400**

**AMOUNT**

**December 21, 2021**

**COMMISSION APPROVAL DATE**

## CITY OF FORT LAUDERDALE CONSTRUCTION AGREEMENT

THIS Agreement made and entered into this 21st day of December, 2021, by and between the City of Fort Lauderdale, a Florida municipal corporation ("City") and Ferreira Construction Southern Division Co. Inc., a Florida Profit Corporation ("Contractor"), ("Party" or collectively "Parties").

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No. 12453-613, Project Number 11715, which was opened on November 3, 2020; 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 are 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 change order is defined as a written order to the Contractor approved by the City, authorizing a revision of an underlying agreement between the City and the Contractor that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of the contract.
- 1.8 **City** – The City of Fort Lauderdale, Florida, including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, 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 monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 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 Contract is executed by the Parties. The Contractor shall provide all required payment and performance bonds and insurances to the City within ten (10) calendar days following the City Commission approval. Upon verification of all bonds and insurances, the City will issue a notice to proceed (NTP) to the Contractor.
- 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 precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 **Notice to Proceed** – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run. Contractor will immediately commence work upon receipt of the Notice to Proceed.
- 1.24 **Plans** – The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the City and/or are referred to in 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 total construction of the Work to be provided as defined in the Contract Documents.
- 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 the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project. If, at the time of inspection, it is determined the project is substantially completed, the City will 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 entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents.

## **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:

### **LAS OLAS ISLES UNDERGROUNDING OF OVERHEAD UTILITIES ITB 12453-613 PROJECT 11715**

- 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 in an area known as "Las Olas Isles" (Area B). It is by Las Olas Boulevard on the North, New River on the South, Isles of Palm Drive on the East and Mola Avenue to the West, in the City of Fort Lauderdale. The Work to be accomplished under this Agreement includes, but is not limited to, furnishing all labor, materials, equipment, tools, accessories, etc. and performing all related work such that overhead utilities belonging to Florida Power & Light (FPL), Comcast, AT&T, and any other utility could be undergrounded. It includes, but is not limited to, the installation of conduits, utility underground lines, hand holes, cable pull boxes, concrete transformer pads, pad mounted transformers, pad mounted switches, pad-mounted capacitors, and various other utility equipment and devices.

Other work includes:

- 1) Installation of conduits and connections to provide single phase power supply for each property.
- 2) Milling, resurfacing and thermosurfing of all streets where underground work has been performed.
- 3) Landscaping, primarily around the cabinets, transformers and as directed.
- 4) Concrete curb (D Curb).
- 5) All restoration according to the standards of the entities having jurisdiction over that work.

All Work is to be performed strictly in accordance with the plans and Contract Documents.

- 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 **Don Gentile**, whose address is 100 North Andrews Avenue, 4<sup>th</sup> Floor, Fort Lauderdale, FL 33301, telephone number: **(954) 828-5071**, and email address is [dgentile@fortlauderdale.gov](mailto:dgentile@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: (Plans sheets [ 1 ] to [ 50 ] inclusive).
- 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 as amended by the Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.
- 4.8 Addenda number N/A through N/A, 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. 12453-613, Instructions to Bidders, and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No. 12453-613, dated October 30, 2020.
- 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. Agreement.
- b. Approved change orders, addenda or amendments.
- c. Specifications (quality) and Drawings (location and quantity).
- d. Supplemental conditions or special terms.
- e. General Terms and Conditions.
- f. This Agreement dated December 21, 2021, and any attachments.
- g. Invitation to Bid No.12453-613, and the specifications prepared by the City.

- h. Contractor's response to the City's Invitation to Bid No.12453-613, dated October 30, 2020.
- i. Schedule of Values.
- j. 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 180 calendar days after the date the Notice to Proceed is issued.

#### **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 \$4,733,400, constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to a Change Order. The Contract Price is in accordance with the line item 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 (1<sup>st</sup>) and the tenth (10<sup>th</sup>) 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 percent (90%) 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 ten percent (10%) 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 Contractor 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 (2020), as amended or revised, provided, however, complete and error free pay application is submitted.
- 7.7 The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability 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.
- 7.8 Payment Card Industry (PCI) Compliance:

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City, failure to produce documentation could result in termination of the Agreement.

## **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 Proposed Price and that the project can be completed for the Proposed 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, 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 Proposed Price and that the Project can be completed for the Proposed 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 The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space and maintenance of traffic (MOT). A certified "competent person" shall be assigned to the job site. Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. 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 Where the material and equipment is not supplied by the utility companies (FPL, AT&T and Comcast), the Contractor shall furnish all materials, equipment, labor, transportation, construction equipment, 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 \$174.00 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 proposals. 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 or 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, successors, and assigns 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, under, 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, war, 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 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 subrecipient or the subcontractor 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 contract 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 ("Bond"), in accordance with Section 255.05, Florida Statutes (2020), 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 a type and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of 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 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 the approval of 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 required to 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, is 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/coverages are required:

**Commercial General Liability**

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

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations



Policy must include coverage for contractual liability and independent contractors.

The City, 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, or volunteers.

**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.

**Crane and Rigging Liability**

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any firm performing work 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 Statute.

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 WC00 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 and Harbor Workers' Compensation Act or 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 thirty (30) days prior to the start of work contemplated in this Agreement.

- b. The Contractor shall provide a Certificate of Insurance to the City with 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 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 shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same 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 Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

**The Certificate Holder should read as follows:**

City of Fort Lauderdale  
100 North 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 an Umbrella/Excess insurance policy to comply with this requirement.

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

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated 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, and/or this Agreement is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide 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 GENERAL 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, 11.2.2 and 11.2.3 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, servants or employees; (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 (2020), 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 a 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 and 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 a 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 \$25,000 for a specific project can be approved by the City Manager and shall require a written Change Order proposal to be submitted to the Public Works Director for submittal and approval by the City Manager. Extra Work exceeding the cumulative amount of \$25,000 for a specific project must be approved by the City Commission and a written Change Order proposal 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 a 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 there for 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 **Five Hundred Dollars (\$500.00)** 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 Contract, 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 in Section 17.5 below.

- 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 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.



- 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 Contract Administrator and Contractor shall be submitted to the Consultant for resolution. When either Party has determined that a disputed question, claim, difficulty or dispute is at an impasse, that party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the Consultant for resolution. The Parties may agree to a proposed resolution at any time without the involvement and determination of the Consultant.
- 18.1.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires time to gather information or allow the Parties to provide additional information.
- 18.1.2 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the Parties hereto, the Party objecting to the determination must notify the other Party and the City Manager, in writing within ten (10) days after receipt of the determination. The notice must state the basis of the objection and the proposed resolution. Final resolution of such dispute shall be made by the City Manager. The City Manager's decision shall be final and binding on the Parties.
- 18.1.3 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.4 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.

18.1.5 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:

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

with copy to the:

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

To the Contractor:

**Nelson Ferreira**  
**Ferreira Construction Southern Division Co. Inc.**  
**9455 NW 104<sup>th</sup> Street**  
**Medley, Florida 33178**  
**Telephone: (305) 805-6900**  
**Email: [jbaez@ferreiraconstruction.com](mailto:jbaez@ferreiraconstruction.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 (2020), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes (2020), 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: As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, 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 (2020), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), 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 (2020), 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 (2020), 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 (2020), as may be amended or revised.
- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2020), 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 (2020), 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, 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, 100 NORTH ANDREWS AVENUE, 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 (2020), 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 Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of 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.**

Las Olas Isles Undergrounding of Overhead Utilities  
Ferreira Construction Southern Division Co. Inc.  
Project 11715

CITY

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

CITY OF FORT LAUDERDALE, a Florida  
municipal

By: \_\_\_\_\_  
CHRISTOPHER J. LAGERBLOOM  
City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
JEFFREY A. MODARELLI  
City Clerk

Approved as to Legal Form:  
Alain E. Boileau, City Attorney

By: \_\_\_\_\_  
RHONDA MONTTOYA HASAN  
Assistant City Attorney

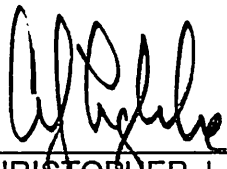


Las Olas Isles Undergrounding of Overhead Utilities  
Ferreira Construction Southern Division Co. Inc.  
Project 11715

CITY

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

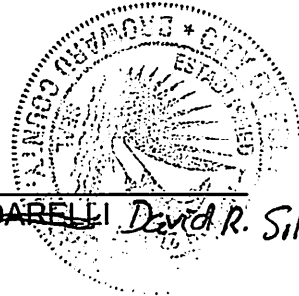
CITY OF FORT LAUDERDALE, a Florida  
municipal

By:   
CHRISTOPHER J. LAGERBLOOM  
City Manager

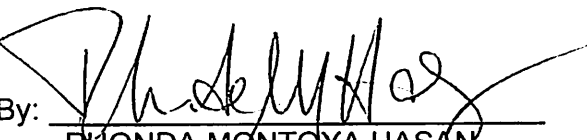
Date: 02 09 22

ATTEST:

By:   
~~JEFFREY A. MODARELLI~~ *David R. Siloman*  
City Clerk

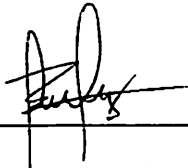


Approved as to Legal Form:  
Alain E. Boileau, City Attorney

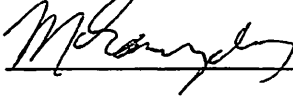
By:   
RHONDA MONTOYA HASAN  
Assistant City Attorney

**CONTRACTOR**

WITNESSES:

  
\_\_\_\_\_

Andries Perez  
Print Name

  
\_\_\_\_\_

Maryori Gonzalez  
Print Name

FERREIRA CONSTRUCTION SOUTHERN  
DIVISION CO. INC., a Florida corporation

By: 

Danny Garcia - Vice President.

ATTEST:

By: 

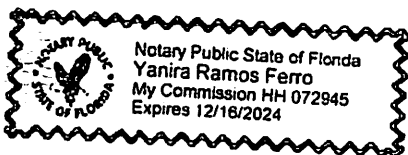
Secretary

(CORPORATE SEAL)

STATE OF Florida:

COUNTY OF Miami - Dade:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17<sup>th</sup> day of January, 2022, by Danny Garcia, as Vice President for Ferreira Construction Southern Division Co. Inc., a Florida corporation.



  
(Signature of Notary Public - State of Florida)

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

Personally Known X OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_





To: Glen Marcos, Chief Procurement Officer  
From: Talal Abi-Karam, Interim Director - Public Works  
Date: March 3, 2025  
Re: Change Order No. 5 for Project No. 11715

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Job Description: Project No. 11715, Las Olas Isles Undergrounding of Overhead Utilities  
Contractor: Ferreira Construction Southern Division Co., Inc.  
Amount: Total amount of Change Order No. 5 - 86,096.48 and 243 Additional Calendar Days  
Funding: 10-354-9100-554-60-6599-P11715

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The purpose of this Change Order is:  
To add costs for additional work required to complete the project and to credit costs not incurred in the completion of the project.

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**NEW AND EXISTING CONTRACT ITEMS ARE UTILIZED - TOTAL ADDITIVE COST \$130,941.60**

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- Item No. 3      Install FPL Pad, Pad, Boxes and Chambers 6" Single Phase Transformer Pad Complete  
Work performed more than estimated.  
**ADD 1 EA X \$500.00 = \$500.00**
- Item No. 10     Install FPL Pad, Boxes and Chambers 48" Polymer Pull Box Complete  
Work performed more than estimated.  
**ADD 1 EA X \$1,500.00 = \$1,500.00**
- Item No. 22     ATT/Comcast Directional Boring 2-1" Conduit  
Work performed more than estimated.  
**ADD 698 FL X \$9.00 = \$6,282.00**
- Item No. 28     Install FPL Conduit Only 1-2" Complete  
Work performed more than estimated.  
**ADD 115 LF X \$15.00 = \$1,725.00**

CAM #25-0187





- Item No. 42      Terminate FPL Cable 1/0 XPE Primary Cable Complete  
Work performed more than estimated.  
**ADD 7 X \$17.00 = \$119.00**
- Item No. 46      Install FPL Pad Mounted Transformer Single Phase Complete  
Work performed more than estimated.  
**ADD 1 EA X \$1,000.00 = \$1,000.00**
- Item No. 67      Permit Fees Allowance  
Work performed more than estimated.  
**ADD 1 EA X 3,570.00 = \$3,570.00**
- Item No. 68      Landscape Allowance  
Work performed more than estimated.  
**ADD 1 EA X \$17,677.75 = \$17,677.75**
- Item No. CO1-5   Residence Service Directional Boring Set-ups with Pits Complete  
Work performed more than estimated.  
**ADD 16 X \$542.87 = \$8,685.92**
- Item No. CO5-1   Additional Supervision Costs Due Project Delays  
Additional supervision expense due to project delays.  
**ADD 20 PD X \$2,712.38 = \$54,247.60**
- Item No. CO5-2   Compensation for Costs Associated with Extra Work  
Additional labor/equipment costs incurred with extra work.  
**ADD 1 LS X \$35634.33 = \$35,634.33**





**NEW AND EXISTING CONTRACT ITEMS ARE UTILIZED - TOTAL CREDIT - (\$44,845.12)**

- |                |   |
|----------------|---|
| Item No. 18    | Install FPL Directional Boring 2-2" Conduit<br>Work performed less than estimated.<br><b>DEDUCT 180 LF x \$16.00 = \$2,880.00</b>                             |
| Item No. 19    | FPL Directional Boring 1-2" Conduit<br>Work performed less than estimated.<br><b>DEDUCT 55 LF X \$11.00 - \$605.00</b>  |
| Item No. 21    | ATT/Comcast Directional Boring 1-2" Conduit<br>Work performed less than estimated.<br><b>DEDUCT 35 LF X \$9.00 = \$315.00</b>                                 |
| Item No. 23    | Trenching 24" Hand Dug with Backfill<br>Work performed less than estimated.<br><b>DEDUCT 8 LF X \$100.00 = \$800.00</b>                                       |
| Item No. 33    | Install FPL Cable 4/0 HDPE-TPX Secondary Cable in 2" Conduit 50' or Less<br>Work performed less than estimated.<br><b>DEDUCT 515 LF X \$2.00 = \$1,030.00</b> |
| Item No. 38    | Install FPL Cable 1CC-1/0 XPE Primary Cable in 2" Conduit Over 400'<br>Work performed less than estimated.<br><b>DEDUCT 1580 LF X \$3.00 = \$4,740.00</b>     |
| Item No. 41    | Terminate FPL Cable 4/0 HDPE TPX Secondary Cable Complete<br>Work performed less than estimated.<br><b>DEDUCT 81 EA X \$17.00 = \$1,377.00</b>                |
| Item No. 43    | Terminate FPL Cable 3CC-1000CMIL XPE Feeder Cable Complete<br>Work performed less than estimated.<br><b>DEDUCT 6 EA X \$17.00 = \$102.00</b>                  |
| Item No. 44    | Splice FPL Cable 1/0 XPE Primary Cable Complete<br>Work performed less than estimated.<br><b>DEDUCT 1 ES X \$200.00 = \$200.00</b>                            |
| Item No. 45    | Splice FPL Cable 3CC-1000CMIL XPE Feeder Cable Complete<br>Work performed less than estimated.<br><b>DEDUCT 3 EA X \$300.00 = \$900.00</b>                    |
| Item No. 57    | Type D Curb<br>Work performed less than estimated.<br><b>DEDUCT 271 EA X \$12.00 = \$3,252.00</b>   |
| Item No. CO1-1 | Remove/Reinstall Driveway Pavers<br>Work performed less than estimated.<br><b>DEDUCT 1 EA X \$500.00 = \$500.00</b>   |







- Item No. CO1-3 Install ATT/Comcast 10" x 15" Handholes  
Work performed less than estimated.  
**DEDUCT 1 EA X \$953.66 = \$953.66**
- Item No. CO1-4 Install ATT/Comcast 30" X 48" Handholes  
Work performed less than estimated.  
**DEDUCT 2 EA X \$1,678.84 = \$3,357.68**
- Item No. CO3-5 Switching Steps  
Work performed less than estimated.  
**DEDUCT 3 EA X \$78.00 = \$234.00**
- Item No. CO3-8 Removable Bollards  
Work performed less than estimated.  
**DEDUCT 3 EA X \$1,766.00 = \$5,298.00**
- Item No. CO3-9 Fixed Bollards  
Work performed less than estimated.  
**DEDUCT 2 EA X \$1,093.00 = \$2,186.00**
- Item No. CO3-10 Paint Transformer Pads  
Work performed less than estimated.  
**DEDUCT 1 EA X \$110.78 = \$110.78**
- Item No. CO3-21 Remove Primary Cable Plan Sheet 13B4R17 {220' X 3}  
Work performed less than estimated.  
**DEDUCT 660 LF X 4 = \$2,640.00**
- Item No. CO3-22 Remove Primary Cable Plan Sheet 13B4R18 {308 x 3}, {152 x 2}  
Work performed less than estimated.  
**DEDUCT 2000 LF X \$4.00 = \$8,000.00**
- Item No. CO3-23 Remove Primary Cable Plan Sheet 13B4R19 {86 x 3}  
Work performed less than estimated.  
**DEDUCT 102 LF X \$4.00 = \$408.00**
- Item No. CO3-24 Remove Primary Cable Plan Sheet 13B5R27 {138 x 3}, {211 x 1}  
Work performed less than estimated.  
**DEDUCT 581 LF X \$4.00 = \$2,324.00**
- Item No. CO3-25 Remove Primary Cable Plan Sheet 13B5R28 {98 x 3}  
Work performed less than estimated.  
**DEDUCT 234 LF X \$4.00 = \$936.00**
- Item No. CO3-26 Remove Primary Cable Plan Sheet 13B5R29 {100 x 2}  
Work performed less than estimated.  
**DEDUCT 77 LF X \$4.00 = \$308.00**
- Item No. CO3-27 Remove Primary Cable Plan Sheet 13B5R30 {170 x 3}  
Work performed less than estimated.  
**DEDUCT 347 LF X \$4.00 = \$1,388.00**





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NET AMOUNT OF THIS CHANGE ORDER

**\$86,096.48**

ADDITIONAL CONTRACT TIME BEING REQUESTED FROM SEPTEMBER 30, 2024: 243 CALENDAR DAYS

THE TOTAL AMOUNT OF THIS CHANGE ORDER

**\$86,096.48**

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### CHANGE ORDER SUMMARY SHEET

ORIGINAL CONTRACT AMOUNT	\$4,733,400.00
COST OF CHANGE ORDERS TO DATE	\$1,199,792.85
COST OF THIS CHANGE ORDER	\$86,096.48
<b>TOTAL:</b>	<b>\$6,019,289.33</b>
ORIGINAL CONTRACT TIME	420 calendar days
TIME ADDED TO DATE	504 calendar days
TIME ADDED TO THIS CHANGE ORDER	243 calendar days
<b>TOTAL:</b>	<b>1167 calendar days</b>

### SCHEDULE OF CHANGE ORDERS TO DATE

C.O.#	DATE	DESCRIPTION	AMOUNT OF COST OR CREDIT
1	2/21/2023	Various credits and additions and 180 additional calendar days	\$1,228,141.50
2	11/6/2023	Additional 60 calendar days	\$0.00
3	12/19/2023	Various credits and additions and additional 90 calendar days	\$591,306.49
4	2/6/2024	Removal of milling and paving from Contract	\$-619,655.14
	8/20/2024	Extension agreement additional 165 calendar days	\$0.00





This Change Order provides for all costs and schedule adjustments associated with completing the Work, including materials, labor, equipment, bond, insurance, overhead, profit, impacts, and any and all related items or associated costs incurred or resulting from the items listed above, and is provided in accordance with Article 13 - Changes in the Work of the Contract.

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

Ferreira Construction Southern Division Co., Inc.

Approved: \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Date \_\_\_\_\_

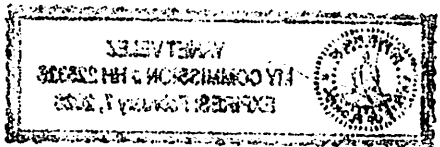
*[Signature]*  
*[Signature]*  
*Danny Garcia, V.P.*  
*3/26/25*

*Sworn before me this 26<sup>th</sup> of March 2025,  
Danny Garcia Personally Known to me.  
Janet Velez*



CAM #25-0187





Don't forget to get the report from the  
FBI on the 10th of Jan 1952.



CITY

CITY OF FORT LAUDERDALE, a municipal  
corporation of the State of Florida.

By:   
SUSAN GRANT  
Acting City Manager

Date: 3/28/2025

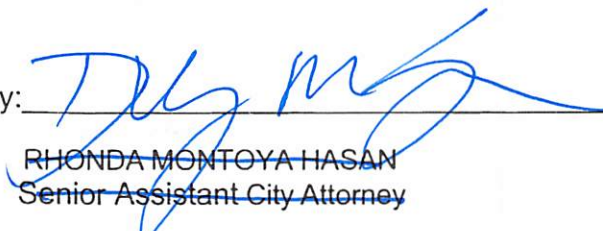
ATTEST:

By:   
for DAVID R. SOLOMAN  
City Clerk

(CORPORATE SEAL)



Approved as to legal form and correctness:  
D'Wayne M. Spence, Interim City Attorney

By:   
RHONDA MONTOYA HASAN  
Senior Assistant City Attorney

C: Omar Castellon, Assistant Public Works Director - Engineering  
Jill Prizlee, Chief Engineer  
Gary Foster, Senior Project Manager  
Financial Administrator  
Project File





August 05, 2024

DOC – 039

Gary Foster  
Construction Manager/Senior Project Manager  
City of Fort Lauderdale Public Works - Engineering  
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

City of Fort Lauderdale Project No. 11715  
Project Description: Las Olas Undergrounding of Overhead Utilities

**RE: Request for Additional Contract Time and Compensation**

Dear Mr. Foster:

Since the issuance of change order No. 4, we have performed a substantial amount of additional work that was not contemplated in the original bid. This additional work has not only extended the time required to complete the project but has also contributed to quantity overruns and costs for items that we do not currently have bid items to bill for. Below is a list of additional work that has helped contribute to these overruns. All of the below listed extras have been performed since the issuance of Change order No. 4.

- Repairing primary twisted conduits, at Lido next to sidewalk, that city contractor made during FDR problems because IDD boring. (2-days delay)
- Bontona Primary Cables SWO 5216 to make Conversion at Bontona. FPL software data with discrepancies from the field. SWO 5216. (3-weeks delay)
- SWO 11837 Re-route Lido. Prechecking investigation locating primary cable at buried HH to re-route (3-days delay)
- Gonzalo's approvals for conversions at 529 and 534 Response on TX capacity & cable type. FPL software data with discrepancies from the field (4-days delay)
- SWO 13631 Prechecking locating Phase A primary cable from Gordon to Coconut, reroute to Bontona, parasite voltage) (Breaking existing Duct Bank to reroute Phase B&C) (3-days delay – 2 crews)

---

9455 NW 104<sup>th</sup> Street, Medley FL 33178  
Phone: 305 805-6900 Fax: 305 805-4802  
[www.ferreiraconstruction.com](http://www.ferreiraconstruction.com)

# **FERREIRA**

- SWO 6414 Two conduits needed from VS to existing SPL Box. DB missile (Best URD) to reroute cable Fiesta-Royal Plaza-Isle of Palms. Sidewalk restoration. (7-days delay)
- TX Relocation 300/310 Lido Dr. SWO 16842. To comply easement requirements (2-days delay)
- TX Upgrade from 25 to 50 KVA at 440/444 Royal Plaza. Removing ground-strap. (2-days delay)
- Streetlights at Las Olas. SWO 20776 Re-energizing C-Phase. (1-day delay)
- New SWO at Capri 3-phases riser pole. Install new spl box, 3-splices. (1-day delay)
- Streetlights at Las Olas. New SWO to connect new TX for streetlights. Install new conduits, new pad, new TX. (4-days delay) Still pending.
- Several calls from ATT & Comcast contractors because of clogged conduits. It's been almost a year since the HH been installed. (5-days delay)
- Several ATT & Comcast services conduits missing from houses because properties not accessible, or owners refused at the time boring crew was working at the area. (10-days delay)
- Irrigation that was added on Las Olas, which was not part of the contract

The items above have not only created a financial burden on our business but have also delayed the project beyond the current allowable contract time established in Change Order No. 4. We believe that we have worked in good faith to keep the project progressing, including taking on extra work without having approved change orders, however, there have been many circumstances that were out of our control.

In consideration of the above, we are requesting a change order extending the allowable contract time an additional 170 days. We are also requesting an additional 20 days of compensation for supervision at our previously agreed rate of \$2,712.38 per day (see attachment "B" for reference), or \$54,247.62, and \$35,634.33 for additional work scope that has been performed since the issuance of Change Order No. 4 (See attachment "C" for reference). These two items combined with the final quantity adds and deducts, equates to a final change order value of \$86,096.48. I have attached what I believe will be the final invoice, which includes a new column for change order #5 that reflects the quantity adds and deducts, along with the two new items (See attachment "A" for reference).

I believe this fairly represents what was discussed in our last meeting and will allow for a final close-out of the project.

Please do not hesitate to contact me with any further questions or comments.

---

9455 NW 104<sup>th</sup> Street, Medley FL 33178  
Phone: 305 805-6900 Fax: 305 805-4802  
[www.ferreiraconstruction.com](http://www.ferreiraconstruction.com)



Respectfully,

*Douglas Conley*

Douglas Conley

Project Manager

CC: 4358 Project File 060 Correspondence Outgoing

Y. Bodes, D. Garcia G. Busacco

---

9455 NW 104<sup>th</sup> Street, Medley FL 33178  
Phone: 305 805-6900 Fax: 305 805-4802  
[www.ferreiraconstruction.com](http://www.ferreiraconstruction.com)



PERIODIC ESTIMATE FOR PARTIAL PAYMENT  
OFFICE OF THE CITY ENGINEER  
CITY OF FORT LAUDERDALE

Name of Project: Las Olas Isles Undergrounding of Overhead Utilities (12453-613)

Work Completed From: August 1, 2024 To: August 31, 2024

(DHE)

[illegible]



[illegible]

10

Approved by: *Jan Gerritsen*

(20) Costs of services sold performed by others		\$ 1,000,000.00
(21) If not entered above, list in separate column with detailed description. (Show both percent and dollar amounts)		-
(22) Total amount of all indirect costs to date		\$1,000,000.00
(23) Less amount of indirect payments		\$ 200,000.00
(24) Balance		\$ 1,000,000.00
(25) Less Overhead	Equal Steps: 6 ; Design: 6 ;	-
(26) BALANCE DUE TO BE PAID		\$ 1,000,000.00

I, Partida Calenda, do hereby certify that the foregoing contract has been paid in full, and that all taxes imposed by No. 213 Florida Statute, (Class and Use Tax Act, as Amended) have been paid and discharged.

Final pay sheet application? (Form 16.3) DO  
If yes, have OMB requirements been met? (Yes/No) NO

*[Signature]*  
Signature of Authorized Representative and Date of Signature

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9-30-2024

Seed	WT	HA	WT	HA
1	100	100	100	100
2	100	100	100	100
3	100	100	100	100
4	100	100	100	100
5	100	100	100	100
6	100	100	100	100
7	100	100	100	100
8	100	100	100	100
9	100	100	100	100
10	100	100	100	100
11	100	100	100	100
12	100	100	100	100
13	100	100	100	100
14	100	100	100	100
15	100	100	100	100
16	100	100	100	100
17	100	100	100	100
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73	100	100	100	100
74	100	100	100	100
75	100	100	100	100
76	100	100	100	100
77	100	100	100	100
78	100	100	100	100
79	100	100	100	100
80	100			

	60	G. J. Farrow, Kansas City, Mo., University of Missouri, Senior Project Manager	(Cont)
	70	Lyle Gundersen (Engineering Supervisor at requestor's)	(Cont)

Other Category, Associate Director Public Works Engineering (3.00%)



## RECEIPT

Receipt No.: **2185596**

Receipt Date: **07/26/2024**

Cashier:

**FISKR**

Payer: **Ferreira Construction**

Payment Method:

**Check**

Check No. / Payment Reference: **5303503655**

Total Paid:

**\$3,330.00**

Permit No.: **LND-TREE-23020059**

Record Type: **Landscape Tree Removal-Relocation Permit**

Address: **100 N ANDREWS AVE, FORT LAUDERDALE 33301**

Fee Description	Fee Amount	Prior Paid	Paid
Zoning Tree Fund (Non-Refundable)	\$3,330.00	\$0.00	\$3,330.00
<b>Totals:</b>	<b>\$3,330.00</b>	<b>\$0.00</b>	<b>\$3,330.00</b>



Pay Item	Description
3	Install FPL Pad, Boxes and Chambers 6" Single Phase Transformer Pad Complete
4	Install FPL Pad, Boxes and Chambers 24" Single Phase Transformer Pad Complete

1
1

#	DWG No.	Isle	Location	Location Address	Description on Drawings	Pad	Pad Date	Notes
1	13B4R19	Lido	159	# 310 LS	A75 (8-7779-7591-0-5)	24"	4/19	TX Relocation to comply easement requirements
2	13B4R22	Bontona		1760 Las Olas	Streetlights Pad	6"	6/28	Streetlights

Pay Item	Description
10	Install FPL Pad, Boxes and Chambers 48" Polymer Primary Pull Box

Contract	9	Total Up Today	18
CO-3	8	Previously Billed	17
Approved	17		

New CO 1

#	DWG No.	Isle	Location	Location Address	Description on Drawings	Date	Notes
1	13B4R21	Capri	374	#1750 Las Olas	SPL Box Primaries	5/30	Needed to splice primary lines
2							

Pay Item	Description
21	ATT Directional Boring 1-2" Conduit
22	Comcast Directional Boring 2-1" Conduit

0
698

#	ADDRESS	Date	AT&T	Comcast	AT&T	Comcast
1	324 Coconut Isle, Fort Lauderdale, FL 33301	17-Apr		1		8
2	524 Isle of Capri, Fort Lauderdale, FL 33301	23-Apr		1		100
3	305 Isle of Capri, Fort Lauderdale, FL 33301	23-Apr		1		60
4	301 Isle of Capri, Fort Lauderdale, FL 33301	23-Apr		1		85
5	505 Mola Ave, Fort Lauderdale, FL 33301	24-Apr		1		80
6	325/328 Coral Way, Fort Lauderdale, FL 33301	25-Apr		1		80
7	511 Lido Dr, Fort Lauderdale, FL 33301	29-Apr		1		100
8	650 San Marco Dr, Fort Lauderdale, FL 33301	29-Apr		1		10
9	610 Lido Dr, Fort Lauderdale, FL 33301	17-Jun		1		160
10	517 Coconut Isle Dr, Fort Lauderdale, FL 33301	17-Jun		1		15
11						

0	698
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Pay Item	Description
28	Install FPL Conduit Only 1-2" Complete

DWG No.	Location	Property	Isle	Description on Drawings	Date	FT	Notes
13B5R43	139.6		San Marco	541 San Marco	21-Feb	15	Cutting and Setting primary to new SPL Box
13B4R19	159	310 LS	Lido	A75 (8-7779-7591-0-5) - SWO16842	19-Apr	20	
13B4R22	264	1760	las Olas	From existing SPL Box to new Spl box	19-Apr	30	
13B4R21	374	1750	Las Olas	SPL Box Primaries Cables	30-May	20	
13B4R22	263.5	309	Bontona	New Streetlights TX C50	27-Jun	30	
13B4R22	263.5	309	Bontona	From New TX C50 to City Concrete Pole	8-Jul	20	

135

Pay Item	Description
42	Terminate FPL Cable 1/0 XPE Primary Cable Complete

7

DWG No.	Isle	Location	Location Address	Description on Drawings	Qty	Date
13B4R19	Lido	156.1	Las Olas	SW#7696 Comp4 (Phase A, B, C)	3	7/9
13B4R22	Bontona	263.5	309 Bontona	C50 (8-7779-5890-0-5)	2	6/28
13B4R21	Capri	291	#325 RS	A75 (8-7779-5087-0-6)	1	2/9
13B4R21	Mola	295	Dock side	B100 (8-7779-4887-0-5)	1	2/9



Pay Item	Description
46	Install FPL Pad Mounted Transformer Single Phase

#	DWG No.	Isle	Location	Location Address	Description on Drawings	Date	Notes
1	13B5R41	Royal Plaza	55	#440 RS	C25 (8-7779-9674-0-9)	24-Apr	TX Upgrade to comply capacity requirements
2	13B4R22	Bontona	263.5	309 Bontona	C50 (8-7779-5890-0-5)	28-Jun	New TX Streetlights

1 - BILLING ON PAY APP #19, CONTRACT AMOUNT

### Landscape Allowance Breakdown

Invoice	Date	Amount		Description	Supplier	Pay App	Date
10283	3/1/2023	\$	2,100.00	Remove Royal Palm - Lido and Coral Way	Steve's Tree	Pay App 9	Mar-23
10720	4/24/2023	\$	2,150.00	Remove Royal Palm - Lido, San Marco and Royal Plaza	Steve's Tree	Pay App 11	Jun-23
11717	9/13/2023	\$	5,567.00	Popocarpus, Clusia, Trinettes, Crotons, Sod, Remove Royal Palm	Steve's Tree	Pay App 13	Sep-23
12048	10/27/2023	\$	7,754.00	Popocarpus, Clusia, Trinettes, Crotons, Sod	Steve's Tree	Pay App 14	Oct-23
12090	10/31/2023	\$	2,050.00	Remove Royal Palm - 400 Royal Plaza	Steve's Tree	Pay App 14	Oct-23
12528	1/23/2024	\$	4,674.00	Popocarpus, Clusia, Sod	Steve's Tree	Pay App 16	Jan-24
12689	2/12/2024	\$	5,715.00	Black Slate, Artificial, Mulch	Steve's Tree	Pay App 18	Mar-24
12690	2/12/2024	\$	5,400.00	St. Augustine Sod for Storage Yard	Steve's Tree	Pay App 18	Mar-24
12706	2/19/2024	\$	5,500.00	Sod, Marble Chip Rock	Steve's Tree	Pay App 18	Mar-24
12914	3/19/2024	\$	8,100.00	St. Augustine Sod	Steve's Tree	Pay App 19	Apr-24
13441 - Partial	6/10/2024	\$	50,000.00	\$ 990.00 Irrigation. Materials, Installation and Repair	Steve's Tree	Pay App 20	May-24
13441 - Partial	6/10/2024	\$	7,510.00	Irrigation. Materials, Installation and Repair	Steve's Tree	Pay App 20	May-24
13690	7/19/2024	\$	6,993.75	Sod - Las Olas Restoration	Steve's Tree	Pay App 21	Jun-24
2183983	7/22/2024	\$	424.00	Landscape Tree Removal Permit	City of FLL	Pay App 21	Jun-24
14180	10/1/2024	\$	17,677.75	\$ 2,750.00 Isle of Palms Corner Restoration	Steve's Tree	Pay App 22	Aug-24
		\$	67,677.75	\$ 67,677.75			

Steve's Tree & Landscape - Dade

P.O Box 970223  
Miami, FL 33197  
(305) 233-0699  
mainoffice@stevestree.com  
www.stevestree.com

INVOICE

BILL TO	SHIP TO	INVOICE	13441
9455 Nw 104th	9455 Nw 104th	DATE	06/10/2024
Medley, FL 33178	Medley, FL 33178	TERMS	Due on receipt
		DUE DATE	06/10/2024

ESTIMATOR  
Alex

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Irrigation	All Irrigation materials per plan	1	1,950.00	1,950.00
Irrigation	Irrigation Service for installation	1	5,250.00	5,250.00
Irrigation	Irrigation repair on Palm Ave due to palm installation	1	1,300.00	1,300.00
SUBTOTAL				8,500.00
TAX				0.00
TOTAL				8,500.00
BALANCE DUE				<b>\$8,500.00</b>

Steve's Tree & Landscape - Dade

P.O Box 970223  
Miami, FL 33197  
(305) 233-0699  
mainoffice@stevestree.com  
www.stevestree.com

INVOICE

BILL TO	SHIP TO	INVOICE	13690
Ferreira Construction	Ferreira Construction	DATE	07/19/2024
6101 NW 74th Ave	6101 NW 74th Ave	TERMS	Due on receipt
Miami, FL 33166	Miami, FL 33166	DUE DATE	07/19/2024

ESTIMATOR  
MARK / ALEX

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Las Olas Project Sod install along Las Olas per walk through			
Landscape Materials	Palmetto Sod 7 pallets	7	350.00	2,450.00
Landscape Materials	Mulch ( Cypress )	25	4.50	112.50
Landscape Materials	25 bags 50/50 soil	25	3.25	81.25
Landscape Material Installation	Landscape Material Installation	3	1,450.00	4,350.00
Procurement / Delivery	Procurement & Material Delivery Included	1	0.00	0.00

SUBTOTAL	6,993.75
TAX	0.00
TOTAL	6,993.75
BALANCE DUE	\$6,993.75



CITY OF  
FORT LAUDERDALE



## RECEIPT

Receipt No.: 2183983

Receipt Date: 07/22/2024

Cashier:

Paid Online

Payer: David Pena

Payment Method:

Credit Card

Check No. / Payment Reference: 7216571109226408604009

Total Paid:

\$424.00

Permit No.: LND-TREE-23020059

Record Type: Landscape Tree Removal-Relocation Permit

Address: 100 N ANDREWS AVE, FORT LAUDERDALE 33301

Fee Description	Fee Amount	Prior Paid	Paid
PL-TREE-ODS	\$424.00	\$0.00	\$424.00
<b>Totals:</b>	<b>\$424.00</b>	<b>\$0.00</b>	<b>\$424.00</b>

Job#: 4358

CC: 9008-90008

Landscape Tree Removal  
Permit

Thank you for using LauderBuild, the City of Fort Lauderdale online permitting self-service portal

CITY HALL

100 North Andrews Avenue, Fort Lauderdale, FL 33301

WWW.FORTLAUDERDALE.GOV



Equal Opportunity Employer

Page 1 of 1

CAM #25-0187  
Exhibit 1  
Page 28 of 124

## Steve's Tree & Landscape - Dade

P.O Box 970223  
Miami, FL 33197  
+13052330699  
mainoffice@stevestree.com  
www.stevestree.com

## INVOICE

BILL TO  
Ferreira Construction  
6101 NW 74th Ave  
Miami  
FL  
33166

SHIP TO  
Ferreira Construction  
6101 NW 74th Ave  
Miami  
FL  
33166

INVOICE 14180  
DATE 10/01/2024  
TERMS Due on receipt  
DUE DATE 10/01/2024

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Plant Material	Green island ficus	30	12.00	360.00
Plant Material	Podocarps	5	36.00	180.00
Plant Material	Trinettes	12	30.00	360.00
Planting Service	Planting of all plants and clearing of area		1,250.00	1,250.00
Plant Material	Palm tree 5ft tall	2	300.00	600.00

Thank you for your business.

SUBTOTAL	2,750.00
TAX	0.00
TOTAL	2,750.00
BALANCE DUE	<b>\$2,750.00</b>

**Steve's Tree & Landscape - Dade**

P.O Box 970223  
Miami, FL 33197  
+13052330699  
mainoffice@stevestree.com  
www.stevestree.com

Approved by: David de la Pena  
Date: 10/01/2024  
Job#: 4358  
Cost Code: 9008-90008

**INVOICE**

**BILL TO**  
Ferreira Construction  
6101 NW 74th Ave  
Miami  
FL  
33166

**SHIP TO**  
Ferreira Construction  
6101 NW 74th Ave  
Miami  
FL  
33166

**INVOICE** 14180  
**DATE** 10/01/2024  
**TERMS** Due on receipt  
**DUE DATE** 10/01/2024

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Plant Material	Green island ficus	30	12.00	360.00
Plant Material	Podocarps	5	36.00	180.00
Plant Material	Trinettes	12	30.00	360.00
Planting Service	Planting of all plants and clearing of area		1,250.00	1,250.00
Plant Material	Palm tree 5ft tall	2	300.00	600.00

Thank you for your business.

SUBTOTAL	2,750.00
TAX	0.00
TOTAL	2,750.00
BALANCE DUE	<b>\$2,750.00</b>

Pay Item	Description
CO 1-5	Residence Service Directional Boring Set-ups with Pits Complete

16
----

#	ADDRESS	Date	FP&L
1	FPL Secondary 301 San Marco Dr (From TX Loc 153 to Meter 153.1)	23-Jan	1

#	ADDRESS	Date	ATT / Comcast
1	610 Lido Dr, Fort Lauderdale, FL 33301	16-Jul	1
2	418 Mola Ave, Fort Lauderdale, FL 33301	12-Apr	1
3	534 Bontona Ave, Fort Lauderdale, FL 33301	12-Apr	1
4	440 Mola Ave, Fort Lauderdale, FL 33301	17-Apr	1
5	324 Coconut Isle, Fort Lauderdale, FL 33301	17-Apr	1
6	524 Isle of Capri, Fort Lauderdale, FL 33301	23-Apr	1
7	305 Isle of Capri, Fort Lauderdale, FL 33301	23-Apr	1
8	301 Isle of Capri, Fort Lauderdale, FL 33301	23-Apr	1
9	505 Mola Ave, Fort Lauderdale, FL 33301	24-Apr	1
10	325/328 Coral Way, Fort Lauderdale, FL 33301	25-Apr	1
11	511 Lido Dr, Fort Lauderdale, FL 33301	29-Apr	1
12	430 Lido Dr, Fort Lauderdale, FL 33301 Left Side	20-Mar	1
13	430 Lido Dr, Fort Lauderdale, FL 33301 Right Side	20-Mar	1
14	ATT Secondary from HH #310 to median, Coconut Isle	25-Mar	1
15	ATT Secondary from HH #300 to seawall, Isle of Palms	25-Mar	1



Attachment B

MOT CREW		Daily Cost			
LABOR COSTS	Hourly Rate	Regular Hrs	Regular \$	Overtime Hrs	Overtime \$
Foreman	\$ 25.00	8	\$ 200.00	2	\$ 75.00
MOT Labor	\$ 18.46	8	\$ 147.68	2	\$ 55.38
			\$ 347.68		\$ 130.38
				Labor Cost	\$ 478.06
				Burden	\$ 336.89
				<b>TOTAL DAILY LABOR &amp; BURDEN</b>	<b>\$ 814.95</b>
EQUIPMENT COSTS		Hourly Rate	Hrs	Cost \$	
MOT Truck	\$ 29.65	8	\$ 237.20		
Foreman Truck	\$ 21.57	8	\$ 172.56		
			\$ 409.76		
				<b>TOTAL EQUIPMENT</b>	<b>\$ 409.76</b>
					<b>MOT CREW TOTAL COST \$ 1,224.71</b> Per Work Day

Payroll Burden Calculation			
No.	Item		Rate
1	FICA		7.65%
2	FUTA / SUTA		6.30%
3	Medical Insurance		29.20%
4	Holiday, Sick & Vacation Benefits		13.00%
5	Retirement Benefits		4.00%
6	Workers Comp. Ins.	W/C Code	Classification
		4000	Laborer
		4005	Pipelayer
		4001	Concrete
		4113	Equip Operator
		5507	Foreman
		4300	Teamster
Total - Payroll Burden:			70.47%

SUPERVISION		Daily Cost			
LABOR COSTS	Hourly Rate	Regular Hrs	Regular \$	Overtime Hrs	Overtime \$
Project Manager	\$ 62.50	8	\$ 500.00	0	\$ -
Superintendent	\$ 52.50	8	\$ 420.00	0	\$ -
Project Engineer	\$ 36.06	8	\$ 288.48	0	\$ -
			\$ 1,208.48		\$ -
				Labor Cost	\$ 1,208.48
				Burden	\$ 851.62
				<b>TOTAL DAILY LABOR &amp; BURDEN</b>	<b>\$ 2,060.10</b>
EQUIPMENT COSTS		Hourly Rate	Hrs	Cost \$	
Pickups (3 EA @ \$16.06/EA)	\$ 65.39	8	\$ 523.12		
			\$ 523.12		
				<b>TOTAL EQUIPMENT</b>	<b>\$ 523.12</b>
					<b>DAILY JOB OH TOTAL COST \$ 2,583.22</b> Per Work Day

COST OF PROJECT COMPOUND		Daily Cost			
Monthly Property Lease	\$ 4,815.00				\$ 222.40
				<b>TOTAL DAILY COST</b>	<b>\$ 222.40</b>
					<b>DAILY COMPOUND TOTAL COST \$ 222.40</b> Per Work Day

## Attachment C

## SUMMARY OF TOTAL DELAYS COSTS

TOTAL COST	\$ 33,937.46
5% MARK-UP	\$ 1,696.87
TOTAL	\$ 35,634.33

CREW	Classification	001	002	003	004	005	006	007	008	009	010	Total Hrs	Unit Price	Hrs Price
	Project Manager	2	4	3	2	4	1	1	1	3	3	24	\$	65.00 \$ 1,560.00
	Project Engineer	10	8	6	4	8	2	2	2	6	6	54	\$	50.00 \$ 2,700.00
	Superintendent	0	0	0	0	16	0	0	0	0	0	16	\$	52.00 \$ 832.00
	Foreman Civil	0	20	0	0	4	0	0	0	16	0	40	\$	34.00 \$ 1,360.00
	Operator Civil	0	0	0	0	4	8	0	0	24	0	36	\$	26.00 \$ 936.00
	Labor Civil	0	0	0	0	20	0	0	0	48	0	68	\$	22.00 \$ 1,496.00
	Foreman URD	16	0	20	18	8	12	8	8	12	30	132	\$	36.00 \$ 4,752.00
	Operator URD	0	0	8	0	4	8	8	16	0	0	44	\$	28.00 \$ 1,232.00
	Labor URD	40	40	44	36	12	24	16	0	24	64	300	\$	24.00 \$ 7,200.00
														SubTotal \$ 22,068.00

EQUIPMENT		001	002	003	004	005	006	007	008	009	010	Total Hrs	Unit Price	Hrs Price
T1822	Chevrolet Silverado 2500 Doubl	16		8		4	8	8				44	\$	32.90 \$ 1,447.60
EX1571	Miniexcavator 301	0	12		10	12		4		24	16	78	\$	15.41 \$ 1,201.98
M116	Box Truck - Isuzu NPR					12				8		20	\$	24.24 \$ 484.80
T2032	Foreman Pickup Truck	8	20	20	10		12	8	8	12	22	120	\$	22.93 \$ 2,751.60
T1881	Ford F-550 Service Truck W/ Al		8	20	10	4	12	8	8	12	24	106	\$	30.20 \$ 3,201.20
T1434	Foreman Pickup Truck					4						4	\$	32.42 \$ 129.68
T2136	Foreman Pickup Truck				8							8	\$	35.58 \$ 284.64
T1633	Superintendent Pickup Truck					8						8	\$	26.25 \$ 210.00
T1559	Pickup Truck					16						16	\$	26.61 \$ 425.76
T1478	Superintendent Pickup Truck					8						8	\$	26.24 \$ 209.92
T1482	Foreman Pickup Truck				4							4	\$	30.51 \$ 122.04
T2177	Foreman Pickup Truck									8		8	\$	32.91 \$ 263.28
T1514	Foreman Pickup Truck									16		16	\$	27.23 \$ 435.68
EX2152	Excavator 308E2						8					8	\$	55.98 \$ 447.84
T1419	Ford F-350 Service Truck										8	8	\$	31.68 \$ 253.44
T2232	Foreman Pickup Truck											0	\$	26.26 \$ -
														SubTotal \$ 11,869.46

Bontona Primary Cables SWO 5216 to make Conversion at Bontona. FPL software data with discrepancies from the field.

TOTAL	\$ 2,875.84
-------	-------------

001									
CREW	Classification				02/21	02/27	Total Hrs	Unit Price	Hrs Price
	Project Manager				1	1	2	\$ 65.00	\$ 130.00
	Project Engineer	2	2	2	2	2	10	\$ 50.00	\$ 500.00
	Superintendent						0	\$ 52.00	\$ -
	Foreman Civil						0	\$ 34.00	\$ -
	Operator Civil						0	\$ 26.00	\$ -
	Labor Civil						0	\$ 22.00	\$ -
	Foreman URD				8	8	16	\$ 36.00	\$ 576.00
	Operator URD						0	\$ 28.00	\$ -
	Labor URD				8	32	40	\$ 24.00	\$ 960.00
SubTotal									\$ 2,166.00
EQUIPMENT									
		22-Mar	23-Mar	24-Mar	21-Feb	21-Feb	Total Hrs	Unit Price	Hrs Price
T1822	Chevrolet Silverado 2500 Doubl				8	8	16	\$ 32.90	\$ 526.40
T2032	Foreman Pickup Truck					8	8	\$ 22.93	\$ 183.44
							0	\$ -	\$ -
SubTotal									\$ 709.84


WEDNESDAY, February 21

🗒️ ☐ Approved by David Pena   Monday, February 26, 2024 at 8:43 AM

More Actions ▾

🚫 Reject

✎ Revise

<div></div> <div>DAVID DE LA ...</div> <div>☉ Shift 1</div>	4358: Las Olas Isl...	Start/End	Total
	9017-90018 Switching Order Steps		
	0 LS		<div>🔍 Weekly Hours</div>
<div>👤 <b>DER002</b></div> <div>JORGE ARMAND...</div> <div>X</div> <div>FL labor</div>	8		8 32
<div>👤 <b>BER011</b></div> <div>Antonio Bernat Lo...</div> <div>X</div> <div>FL labor</div>	8		8 27
<div>👤 <b>088BR</b></div> <div>FRANKLIN BRYAN</div> <div>X</div> <div>FL labor</div>	8		8 32
<div>🚗 <b>T1822</b></div> <div>Chevrolet Silverad...</div>	4/4		4/4

Materials and Subcontract Items

No matching records found.

Diary and Photos

6 PM

10 PM

2 AM

6 AM

10 AM

2 PM

6 PM

10 PM

2 AM

6 AM

Powered by Visual Crossing Weather (<https://www.visualcrossing.com/>)

4358: Las Olas Isles Undergrounding











View ▾

No entries found.

**TUESDAY, February 27**

⊗ Reject    ✎ Revise

⊗ ○ Revised by   Tuesday, March 5, 2024 at 3:53 PM

<div></div> <div><b>LUIS TRONC...</b> ⌚ Shift 1</div>	4358: Las Olas Isles Undergrounding		<b>Start/End</b>	<b>Total</b>
	<b>9017-90018</b> Switching Order Steps	<b>1-90105</b> Holiday & Vacation		
	<div>E</div>			
	0 LS	0 LS		<div>Q Weekly Hours</div>
<div> <b>TRO001</b> LUIS TRONCOS... X FL labor</div>				8 37/1
<div> <b>GON030</b> FRANCISCO L G... X FL labor</div>				8 32
<div> <b>088BR</b> FRANKLIN BRYAN X FL labor</div>				8 37/4
<div> <b>BER011</b> Antonio Bernat Lo... X FL labor</div>				8 37/4
<div> <b>ORE003</b> Ricardo J Orellan... X FL labor</div>				8 29
<div> <b>T2488</b> FREIGHTLINER ...</div>				6/2
<div> <b>T1822</b> Chevrolet Silverad...</div>				3/5
<div> <b>T2032</b> CHEVROLET SIL...</div>				3/5
<div> <b>DER002</b> JORGE ARMAND... X FL labor</div>				8

**Materials and Subcontract Items**

No matching records found.

**Diary and Photos**

6 PM 10 PM 2 AM 6 AM 10 AM 2 PM 6 PM 10 PM 2 AM 6 AM

Powered by Visual Crossing Weather (<https://www.visualcrossing.com/>)

**4358: Las Olas Isles Undergrounding**

View ▾



**Diary** Last changed by Luis Troncoso on 2/28/2024 9:02:57 AM.



Performed SWO 5216-B-24 and took down 2  
phase riser

SWO 11837 Re-route Lid. Prechecking investigation locating primary cable at buried  
HH to re-route

<b>TOTAL</b>	<b>\$ 3,185.12</b>
--------------	--------------------

## 002

<b>CREW</b>	<b>Classification</b>	<b>03/26</b>	<b>03/27</b>	<b>04/01</b>	<b>04/02</b>	<b>Total Hrs</b>	<b>Unit Price</b>	<b>Hrs Price</b>
	Project Manager	1	1	1	1	4	\$ 65.00	\$ 260.00
	Project Engineer	2	2	2	2	8	\$ 50.00	\$ 400.00
	Superintendent					0	\$ 52.00	\$ -
	Foreman Civil	4	8	4	4	20	\$ 34.00	\$ 680.00
	Operator Civil					0	\$ 26.00	\$ -
	Labor Civil					0	\$ 22.00	\$ -
	Foreman URD					0	\$ 36.00	\$ -
	Operator URD					0	\$ 28.00	\$ -
	Labor URD	8	16	8	8	40	\$ 24.00	\$ 960.00
<b>SubTotal</b>								<b>\$ 2,300.00</b>
<b>EQUIPMENT</b>		<b>03/26</b>	<b>03/27</b>	<b>04/01</b>	<b>04/02</b>	<b>Total Hrs</b>	<b>Unit Price</b>	<b>Hrs Price</b>
T2032	Foreman Pickup Truck	4	8	4	4	20	\$ 22.93	\$ 458.60
EX1571	Miniexcavator 301		8	4		12	\$ 15.41	\$ 184.92
T1881	Ford F-550 Service Truck W/ Al	4		4		8	\$ 30.20	\$ 241.60
<b>SubTotal</b>								<b>\$ 885.12</b>

**TUESDAY, March 26**

Revised by Tuesday, April 2, 2024 at 11:48 AM

Reject

Revise



4358: Las Olas Isl...

Start/End

Total

9017-90018

Switching Order Steps

**LUIS TRONC...**

Shift 1

0 LS

Weekly Hours

**TRO001**

LUIS TRONCOS...

X

FL labor

8

8

32

**GON030**

FRANCISCO L G...

X

FL labor

8S1

8

32

**ORE003**

Ricardo J Orellan...

X

FL labor

8S1

8

32

**T1881**

Ford F-550 Servic...

3/5

3/5

**T2032**

CHEVROLET SIL...

3/5

3/5

## Materials and Subcontract Items

No matching records found.

## Diary and Photos

6 PM 10 PM 2 AM 6 AM 10 AM 2 PM 6 PM 10 PM 2 AM 6 AM

Powered by Visual Crossing Weather (<https://www.visualcrossing.com/>)

4358: Las Olas Isles Undergrounding

View



Diary

Last changed by Luis Troncoso on 3/27/2024 8:04:54 AM.



Performed SWO 12418-A-24 and completed loops

9523,9524 to the 5's



## Activity



**Revised by**

Tuesday, April 2, 2024 at 11:48 AM



**Approved by David Pena**

Wednesday, March 27, 2024 at 12:48 PM



**Revised by David Pena**

Wednesday, March 27, 2024 at 1:04 PM



**Approved by David Pena**

Wednesday, March 27, 2024 at 12:48 PM



**Submitted by Luis Troncoso**

Wednesday, March 27, 2024 at 7:56 AM

## Contact



**LUIS TRONCOSO JR**

📱 [Mobile Phone]

📞 3053428626

✉ [E-mail]

## WEDNESDAY, March 27

Reject

Revise

Revised by David Pena Thursday, March 28, 2024 at 2:35 PM



4358: Las Olas Isl...

Start/End

Total

9017-90018

Switching Order Steps

LUIS TRONC...

Shift 1

0 LS

Weekly Hours

TRO001

LUIS TRONCOS...

X

FL labor

8

8

32

GON030

FRANCISCO L G...

X

FL labor

8

8

32

ORE003

Ricardo J Orellan...

X

FL labor

8

8

32

T1881

Ford F-550 Servic...

3/5

3/5

T2032

CHEVROLET SIL...

4/4

4/4

## Materials and Subcontract Items

No matching records found.

## Diary and Photos

6 PM 10 PM 2 AM 6 AM 10 AM 2 PM 6 PM 10 PM 2 AM 6 AM

Powered by Visual Crossing Weather (<https://www.visualcrossing.com/>)

4358: Las Olas Isles Undergrounding

View



Diary

Last changed by Luis Troncoso on 3/28/2024 8:35:05 AM.



Dug up pit to locate cable 9172-52 found an old

SB photos attached



Photos & Docs (14)



CAM #25-0187

Exhibit 1

Page 41 of 124



## Activity



**Revised** by David Pena  
Thursday, March 28, 2024 at 2:35 PM



**Approved** by David Pena  
Thursday, March 28, 2024 at 2:06 PM



**Submitted** by Luis Troncoso  
Thursday, March 28, 2024 at 8:46 AM

## Contact



**LUIS TRONCOSO JR**

[Mobile Phone]

3053428626

[E-mail]

MONDAY, April 01

Approved by David Pena Thursday, April 4, 2024 at 7:20 AM

Reject Revise



4358: Las Olas Isl...  
9017-90018  
Switching Order Steps

Start/End Total

LUIS TRONC...

Shift 1

0 LS

Weekly Hours

TRO001

LUIS TRONCOS...

X

FL labor

8

8

40

GON030

FRANCISCO L G...

X

FL labor

8/1

8/1

40/4

ORE003

Ricardo J Orellan...

X

FL labor

8/1

8/1

40/4

T1881

Ford F-550 Servic...

3/5

3/5

T2032

CHEVROLET SIL...

3/5

3/5

Materials and Subcontract Items

No matching records found.

Diary and Photos

6 PM 10 PM 2 AM 6 AM 10 AM 2 PM 6 PM 10 PM 2 AM 6 AM

Powered by Visual Crossing Weather (<https://www.visualcrossing.com/>)

4358: Las Olas Isles Undergrounding

View



Diary

Last changed by Luis Troncoso on 4/2/2024 9:50:11 AM.



Performed 13606-A-24 and picked up clearance  
C-8767-24 and replaced 15 kva bushing



Photos & Docs (3)





## Activity



**Approved** by David Pena  
Thursday, April 4, 2024 at 7:20 AM



**Submitted** by Luis Troncoso  
Tuesday, April 2, 2024 at 9:43 AM

## Contact



**LUIS TRONCOSO JR**

📱 [Mobile Phone]








☎ 3053428626

✉ [E-mail]

TUESDAY, April 02

Revised by David Pena Monday, April 8, 2024 at 11:57 AM

Reject Revise

	4358: Las Olas Isles Undergrounding		Start/End	Total
	9017-90018 Switching Order Steps	200-13021 Splice Primary FP&L 1...		
LUIS TRONC...				
⌚ Shift 1	0 LS	0 EA	 Weekly Hours	
...				
 TRO001				8
LUIS TRONCOS...	4	4		40
X				
FL labor				
...				
 GON030				8/2
FRANCISCO L G...	4/1	4/1		40/4
X				
FL labor				
...				
 ORE003				8/2
Ricardo J Oreillan...	4/1	4/1		40/4
X				
FL labor				
...				
 T1881				4/4
Ford F-550 Servic...	2/2	2/2		
...				
 T2032				4/4
CHEVROLET SIL...	2/2	2/2		

Materials and Subcontract Items

No matching records found.

Diary and Photos

6 PM 10 PM 2 AM 6 AM 10 AM 2 PM 6 PM 10 PM 2 AM 6 AM

Powered by Visual Crossing Weather (<https://www.visualcrossing.com/>)

4358: Las Olas Isles Undergrounding View

Diary Last changed by Luis Troncoso on 4/5/2024 3:36:14 PM.

Removed old splice box also rerouted 9172-52 to the 9172-8 in vista

Photos & Docs (13)



## Activity



**Revised** by David Pena  
Monday, April 8, 2024 at 11:57 AM



**Approved** by David Pena  
Monday, April 8, 2024 at 10:38 AM



**Revised** by David Pena  
Monday, April 8, 2024 at 10:28 AM



**Revised** by David Pena  
Monday, April 8, 2024 at 10:28 AM



**Submitted** by Luis Troncoso  
Monday, April 8, 2024 at 7:49 AM

## Contact



**LUIS TRONCOSO JR**

[Mobile Phone]

3053428626

[E-mail]

Gonzalo's approvals for conversion at 529 and 534 Response on TX capacity and cable type. FPL software data with discrepancies from the field

<b>TOTAL</b>	<b>\$ 3,820.80</b>
--------------	--------------------

### 003

<b>CREW</b>	<b>Classification</b>	<b>04/08</b>	<b>04/09</b>	<b>04/23</b>	<b>Total Hrs</b>	<b>Unit Price</b>	<b>Hrs Price</b>
	Project Manager	1	1	1	3	\$ 65.00	\$ 195.00
	Project Engineer	2	2	2	6	\$ 50.00	\$ 300.00
	Superintendent				0	\$ 52.00	\$ -
	Foreman Civil				0	\$ 34.00	\$ -
	Operator Civil				0	\$ 26.00	\$ -
	Labor Civil				0	\$ 22.00	\$ -
	Foreman URD	4	8	8	20	\$ 36.00	\$ 720.00
	Operator URD			8	8	\$ 28.00	\$ 224.00
	Labor URD	4	16	24	44	\$ 24.00	\$ 1,056.00
<b>SubTotal</b>							<b>\$ 2,495.00</b>

<b>EQUIPMENT</b>		<b>04/08</b>	<b>04/09</b>	<b>04/10</b>	<b>Total Hrs</b>	<b>Unit Price</b>	<b>Hrs Price</b>
T2032	Foreman Pickup Truck	4	8	8	20	\$ 22.93	\$ 458.60
T1881	Ford F-550 Service Truck W/ Al	4	8	8	20	\$ 30.20	\$ 604.00
T1822	Chevrolet Silverado 2500 Doubl			8	8	\$ 32.90	\$ 263.20
<b>SubTotal</b>							<b>\$ 1,325.80</b>



**TUESDAY, April 23**

🚫 Reject

✎ Revise

🕒 Revised by Tuesday, April 30, 2024 at 11:52 AM

<div></div> <div><b>LUIS TRONC...</b></div> <div>🕒 Shift 1</div>	4358: Las Olas Isl...	<b>Start/End</b>	<b>Total</b>
	<b>200-60007</b> Install Single Phase S...		
	0 EA		<div>🔍 Weekly Hours</div>
<div><b>👤 TRO001</b> LUIS TRONCOS... X FL labor</div>	8		<div>8 32</div>
<div><b>👤 GON030</b> FRANCISCO L G... X FL labor</div>	8S1		<div>8 16</div>
<div><b>👤 ORE003</b> Ricardo J Orellan... X FL labor</div>	8S1		<div>8 24</div>
<div><b>👤 088BR</b> FRANKLIN BRYAN X FL labor</div>	8S1		<div>8 32</div>
<div><b>👤 URB003</b> JESUS A URBINA... X FL labor</div>	8S1		<div>8 32</div>
<div><b>👤 BER011</b> Antonio Bernat Lo... X FL labor</div>	8S1		<div>8 24</div>
<div><b>🚗 T1822</b> Chevrolet Silverad...</div>	3/5		<div>3/5</div>
<div><b>🚗 T2032</b> CHEVROLET SIL...</div>	3/5		<div>3/5</div>
<div><b>🚗 T1881</b> Ford F-550 Servic...</div>	3/5		<div>3/5</div>

## Materials and Subcontract Items

*No matching records found.*

## Diary and Photos

▼ Click to load

MONDAY, April 08

⊗ O Revised by Tuesday, April 16, 2024 at 2:20 PM

⊗ Reject

✎ Revise

<div><div></div><div>LUIS TRONC...</div><div>⌚ Shift 1</div></div>	4358: Las Olas Isles Undergrounding		Start/End	Total
	9017-90018	1-90105		
	Switching Order Steps	Holiday & Vacation		
	ⓔ			🔍 Weekly Hours
	0 LS	0 LS		
<div><div>👤 TRO001</div><div>LUIS TRONCOS...</div><div>X</div><div>FL labor</div></div>	8			8
				40/1
<div><div>👤 GON030</div><div>FRANCISCO L G...</div><div>X</div><div>FL labor</div></div>	8/1			8/1
				40/4
<div><div>👤 ORE003</div><div>Ricardo J Orellan...</div><div>X</div><div>FL labor</div></div>		P4		32
<div><div>👤 T1881</div><div>Ford F-550 Servic...</div></div>	4/4			4/4
<div><div>👤 T2032</div><div>CHEVROLET SIL...</div></div>	4/4			4/4

### Materials and Subcontract Items

No matching records found.

### Diary and Photos

6 PM

10 PM

2 AM

6 AM

10 AM

2 PM

6 PM

10 PM

2 AM

6 AM

Powered by Visual Crossing Weather (<https://www.visualcrossing.com/>)

4358: Las Olas Isles Undergrounding

View ▾

📅 Diary

Last changed by Luis Troncoso on 4/9/2024 9:01:07 AM.

⬆

4/8/2024

Single phase riser removed on 633 coral way 124'

OH removed on 703,600 royal plaza and removed riser on 700 royal plaza

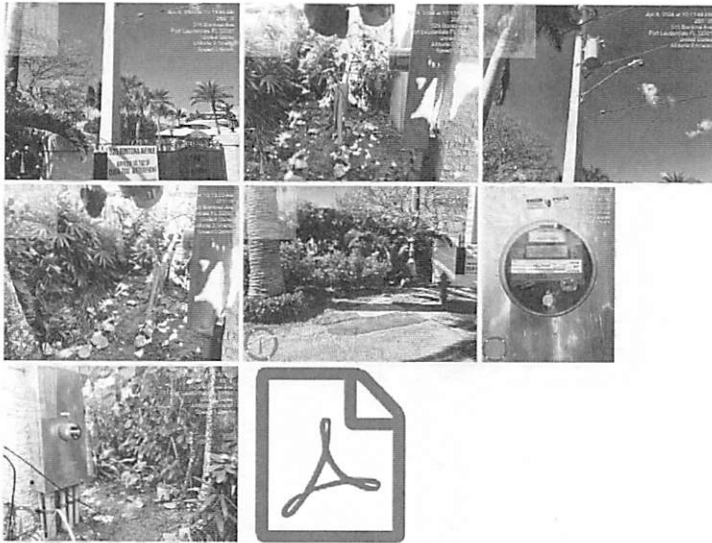
📷 Photos & Docs (8)

CAM #25-0187






Exhibit 1

Page 50 of 124

⬆




## Activity

-  **Revised** by  
Tuesday, April 16, 2024 at 2:20 PM
-  **Approved** by David Pena  
Friday, April 12, 2024 at 11:48 AM
-  **Revised** by David Pena  
Friday, April 12, 2024 at 12:07 PM
-  **Approved** by David Pena  
Friday, April 12, 2024 at 11:48 AM
-  **Submitted** by Luis Troncoso  
Tuesday, April 9, 2024 at 10:07 AM


## Contact



LUIS TRONCOSO JR

 [Mobile Phone]

 3053428626


 [E-mail]

TUESDAY, April 09

🚫 Reject

✎ Revise

🕒 ⌚ Revised by Tuesday, April 16, 2024 at 10:10 AM

<div></div> <div>LUIS TRONC...</div> <div>🕒 Shift 1</div>	4358: Las Olas Isl...	Start/End	Total
	9017-90018 Switching Order Steps		<div>🔍 Weekly Hours</div>
<div>👤 TRO001</div> <div>LUIS TRONCOS...</div> <div>X</div> <div>FL labor</div>	0 LS		
	8		8 40/1
	8/1		8/1 40/4
	8S1		8 32
	3/5		3/5
<div>👤 T1881</div> <div>Ford F-550 Servic...</div>	3/5		3/5
<div>👤 T2032</div> <div>CHEVROLET SIL...</div>	3/5		3/5

Materials and Subcontract Items

No matching records found.

Diary and Photos

6 PM10 PM2 AM6 AM10 AM2 PM6 PM10 PM2 AM6 AM

🌤️🌤️🌤️🌤️🌤️🌤️🌤️


Powered by Visual Crossing Weather (<https://www.visualcrossing.com/>)

4358: Las Olas Isles Undergrounding

View

📷

Photos & Docs (1)



CAM #25-0187  
Exhibit 1  
Page 52 of 124

## Activity



**Revised** by

Tuesday, April 16, 2024 at 10:10 AM



**Approved** by David Pena

Friday, April 12, 2024 at 11:49 AM



**Revised** by David Pena

Friday, April 12, 2024 at 12:07 PM



**Approved** by David Pena

Friday, April 12, 2024 at 11:49 AM



**Submitted** by Luis Troncoso

Friday, April 12, 2024 at 8:26 AM

## Contact



**LUIS TRONCOSO JR**

📱 [Mobile Phone]

☎ 3053428626

✉ [E-mail]

SWO 13631 Prechecking locating phase A primary cable from Gordon to Coconut,  
reroute to Bontona, parasite voltage.

<b>TOTAL</b>	<b>\$ 2,812.04</b>
--------------	--------------------

### 004

<b>CREW</b>	<b>Classification</b>	<b>05/02</b>	<b>05/03</b>	<b>Total Hrs</b>	<b>Unit Price</b>	<b>Hrs Price</b>
	Project Manager	1	1	2	\$ 65.00	\$ 130.00
	Project Engineer	2	2	4	\$ 50.00	\$ 200.00
	Superintendent			0	\$ 52.00	\$ -
	Foreman Civil			0	\$ 34.00	\$ -
	Operator Civil			0	\$ 26.00	\$ -
	Labor Civil			0	\$ 22.00	\$ -
	Foreman URD	16	2	18	\$ 36.00	\$ 648.00
	Operator URD			0	\$ 28.00	\$ -
	Labor URD	32	4	36	\$ 24.00	\$ 864.00

**SubTotal \$ 1,842.00**

<b>EQUIPMENT</b>		<b>05/02</b>	<b>05/03</b>	<b>Total Hrs</b>	<b>Unit Price</b>	<b>Hrs Price</b>
T2136	Foreman Pickup Truck	8		8	\$ 35.58	\$ 284.64
EX1571	Miniexcavator 301	8	2	10	\$ 15.41	\$ 154.10
T2032	Foreman Pickup Truck	8	2	10	\$ 22.93	\$ 229.30
T1881	Ford F-550 Service Truck W/ Al	8	2	10	\$ 30.20	\$ 302.00
				0	\$ -	\$ -
				0	\$ -	\$ -
				0	\$ -	\$ -
				0	\$ -	\$ -

**SubTotal \$ 970.04**

THURSDAY, May 02

Revised by Tuesday, May 7, 2024 at 11:46 AM

Reject Revise

<div><div></div><div>LANDY LUIS</div><div>Shift 1</div></div>	4358: Las Olas Isl...	Start/End	Total
	9017-90018 Switching Order Steps		
	N		Weekly Hours
	1 LS		
<div><div></div><div>SAN037</div><div>ADEL LOPEZ SA...</div><div>X</div><div>FL labor</div></div>			8
	8S2		32
<div><div></div><div>GON025</div><div>Yasmany Gonzale...</div><div>X</div><div>FL labor</div></div>			8
	8S2		32
<div><div></div><div>LUI001</div><div>LANDY LUIS</div><div>X</div><div>FL labor</div></div>			8
	8S2		32
<div><div></div><div>T2136</div><div>Chevy Silverado 3...</div></div>			5/3
	5/3		

Materials and Subcontract Items

No matching records found.

Diary and Photos

6 PM 10 PM 2 AM 6 AM 10 AM 2 PM 6 PM 10 PM 2 AM 6 AM

Powered by Visual Crossing Weather (<https://www.visualcrossing.com/>)

4358: Las Olas Isles Undergrounding

View


No entries found.


Activity


Revised by Tuesday, May 7, 2024 at 11:46 AM


Approved by David Pena Sunday, May 5, 2024 at 10:12 PM





 **Revised by**  
Tuesday, May 7, 2024 at 9:38 AM


 **Approved by David Pena**  
Sunday, May 5, 2024 at 10:12 PM

 **Revised by David Pena**  
Sunday, May 5, 2024 at 10:34 PM

 **Approved by David Pena**  
Sunday, May 5, 2024 at 10:12 PM

 **Revised by David Pena**  
Friday, May 3, 2024 at 11:34 AM

 **Revised by Landy Luis**  
Thursday, May 2, 2024 at 5:34 PM


 **Submitted by Landy Luis**  
Thursday, May 2, 2024 at 5:33 PM

## Contact



 [Mobile Phone]

 [Other Phone]

 [E-mail]

THURSDAY, May 02

Revised by Tuesday, May 7, 2024 at 11:46 AM

Reject Revise



4358: Las Olas Isl...  
9017-90018  
Switching Order Steps

Start/End Total

LUIS TRONC...

Shift 1

0 LS

Weekly Hours

TRO001

LUIS TRONCOS...

8S1

8

X

29

FL labor

GON030

FRANCISCO L G...

8/2

8/2

X

40/7

FL labor

ORE003

Ricardo J Orellan...

8S2

8

X

32

FL labor

T2032

CHEVROLET SIL...

3/5

3/5

T1881

Ford F-550 Servic...

3/5

3/5

Materials and Subcontract Items

No matching records found.

Diary and Photos

6 PM 10 PM 2 AM 6 AM 10 AM 2 PM 6 PM 10 PM 2 AM 6 AM

Powered by Visual Crossing Weather (<https://www.visualcrossing.com/>)

4358: Las Olas Isles Undergrounding


View


No entries found.


Activity




**Revised by**  
Tuesday, May 7, 2024 at 11:46 AM

 **Approved by David Pena**  
Sunday, May 5, 2024 at 10:23 PM

 **Revised by David Pena**  
Sunday, May 5, 2024 at 10:34 PM

 **Approved by David Pena**  
Sunday, May 5, 2024 at 10:23 PM


 **Submitted by Luis Troncoso**  
Sunday, May 5, 2024 at 11:57 AM


## Contact



**LUIS TRONCOSO JR**

 [Mobile Phone]

 3053428626

 [E-mail]

FRIDAY, May 03

Reject Revise

Revised by Tuesday, May 7, 2024 at 11:46 AM



4358: Las Olas Isles Undergrounding

9017-90018 Switching Order Steps 200-12524 24 Hand Dig & Backfill 200-11012 Install 1-2 FP&L Conduit

LUIS TRONC...

Shift 1 0 LS E 0 LF 0 FT

Start/End Total

Weekly Hours

TRO001 LUIS TRONCOS... 2 2 1A3 X FL labor

5 29

GON030 FRANCISCO L G... /2 X FL labor

8/2 40/7

088BR FRANKLIN BRYAN /2 X FL labor

8/2 40/4

ORE003 Ricardo J Orellan... S2 X FL labor

8 32

URB003 JESUS A URBINA... /2 X FL labor

8/2 40/4

<div>T1881</div> <div>Ford F-550 Servic...</div>	2/1	2/1	1/1
	5/3		
<div>T2032</div> <div>CHEVROLET SIL...</div>	2/1	2/1	1/1
	5/3		
<div>T1435</div> <div>GMC Sierra 3500...</div>	2/1	2/1	1/1
	5/3		

## Materials and Subcontract Items

No matching records found.


## Diary and Photos


6 PM10 PM2 AM6 AM10 AM2 PM6 PM10 PM2 AM6 AM

4358: Las Olas Isles Undergrounding

View


Photos & Docs (4)








## Activity


CAM #25-0187  
Exhibit 1  
Page 60 of 124


 **Revised by**  
Tuesday, May 7, 2024 at 11:46 AM


 **Approved by David Pena**  
Sunday, May 5, 2024 at 10:29 PM


 **Revised by**  
Tuesday, May 7, 2024 at 10:19 AM


 **Approved by David Pena**  
Sunday, May 5, 2024 at 10:29 PM

 **Revised by**  
Tuesday, May 7, 2024 at 9:38 AM

 **Approved by David Pena**  
Sunday, May 5, 2024 at 10:29 PM

 **Revised by David Pena**  
Sunday, May 5, 2024 at 10:34 PM

 **Approved by David Pena**  
Sunday, May 5, 2024 at 10:29 PM


 **Submitted by Luis Troncoso**  
Sunday, May 5, 2024 at 11:57 AM

## Contact



**LUIS TRONCOSO JR**

 [Mobile Phone]

 3053428626

 [E-mail]

SWO 6414 Two conduits needed from VS to existing SB. DB missile (BEST URD) to reroute cable Fiesta-Royal Plaza- Isle Palms. Sidewalk Restoration.

<b>TOTAL</b>	<b>\$ 4,685.60</b>
--------------	--------------------

## 005

CREW	Classification	01/22	01/29	02/06	02/07	Total Hrs	Unit Price	Hrs Price
	Project Manager	1	1	1	1	4	\$ 65.00	\$ 260.00
	Project Engineer	2	2	2	2	8	\$ 50.00	\$ 400.00
	Superintendent		8	4	4	16	\$ 52.00	\$ 832.00
	Foreman Civil			4		4	\$ 34.00	\$ 136.00
	Operator Civil			4		4	\$ 26.00	\$ 104.00
	Labor Civil		8	8	4	20	\$ 22.00	\$ 440.00
	Foreman URD	8				8	\$ 36.00	\$ 288.00
	Operator URD	4				4	\$ 28.00	\$ 112.00
	Labor URD	12				12	\$ 24.00	\$ 288.00

**SubTotal \$ 2,860.00**

EQUIPMENT		01/22	01/29	02/06	02/07	Total Hrs	Unit Price	Hrs Price
T1822	Foreman Pickup Truck	4				4	\$ 32.90	\$ 131.60
T1434	Foreman Pickup Truck	4				4	\$ 32.42	\$ 129.68
T1881	Ford F-550 Service Truck W/ Al	4				4	\$ 30.20	\$ 120.80
EX1571	Miniexcavator 301	4	8			12	\$ 15.41	\$ 184.92
T1633	Superintendent Pickup Truck		8			8	\$ 26.25	\$ 210.00
T1559	Pickup Truck		8	4	4	16	\$ 26.61	\$ 425.76
M116	Box Truck - Isuzu NPR		8	4		12	\$ 24.24	\$ 290.88
T1478	Superintendent Pickup Truck			4	4	8	\$ 26.24	\$ 209.92
T1482	Foreman Pickup Truck			4		4	\$ 30.51	\$ 122.04
						0	\$ -	\$ -

**SubTotal \$ 1,825.60**

MONDAY, January 22

Revised by David Pena Tuesday, January 30, 2024 at 12:43 PM

Reject Revise

<div><div></div><div>BRETT BAUB...</div><div>Shift 1</div></div>	4358: Las Olas Isles Undergrounding		Start/End	Total
	9017-90018 Switching Order Steps	200-13010 Secondary FPL4/0 HD...		
	N	E		Weekly Hours
	0 LS	0 FT		
<div><div>BAU002</div><div>BRETT BAUBLITZ</div><div>X</div><div>FL labor</div></div>	4	4		8 34/3
<div><div>088BR</div><div>FRANKLIN BRYAN</div><div>X</div><div>FL labor</div></div>	4	4		8 34/3
<div><div>T1822</div><div>Chevrolet Silverad...</div></div>	3/1	3/1		6/2
<div><div>HER039</div><div>CHRISTIAN M HE...</div><div>X</div><div>FL labor</div></div>	4/5	4		8/5 40/13.5
<div><div>AGU009</div><div>JOEL AGUITERA ...</div><div>X</div><div>FL labor</div></div>	4/5	4		8/5 40/13.5
<div><div>URB003</div><div>JESUS A URBINA...</div><div>X</div><div>FL labor</div></div>	4/2	4		8/2 40/15
<div><div>T1434</div><div>GMC Sierra 3500...</div></div>	3/1	3/1		6/2
<div><div>T1881</div><div>Ford F-550 Servic...</div></div>	3/1	3/1		6/2

Materials and Subcontract Items

No matching records found.

Diary and Photos

6 PM10 PM

2 AM6 AM10 AM2 PM6 PM10 PM

2 AM6 AM

CAM #25-0187

Exhibit 1

Page 63 of 124



4358: Las Olas Isles Undergrounding

View ▾



Photos & Docs (1)



## Activity



**Revised** by David Pena

Tuesday, January 30, 2024 at 12:43 PM



**Approved** by David Pena

Tuesday, January 30, 2024 at 12:42 PM



**Revised** by David Pena

Tuesday, January 30, 2024 at 12:41 PM



**Revised** by David Pena

Tuesday, January 30, 2024 at 12:40 PM



**Revised** by David Pena

Friday, January 26, 2024 at 2:44 PM



**Approved** by David Pena

Friday, January 26, 2024 at 2:23 PM



**Approved** by David Pena

Friday, January 26, 2024 at 2:20 PM



**Revised** by David Pena

Friday, January 26, 2024 at 2:20 PM



**Revised** by David Pena

Friday, January 26, 2024 at 2:19 PM

## Contact



BRETT BAUBLITZ



[Mobile Phone]



[Other Phone]








[E-mail]

MONDAY, January 29

Reject Revise

Approved by David Pena Sunday, February 4, 2024 at 12:36 PM

4358: Las Olas Isles Undergrounding		Start/End	Total
	10-10000 MOT	1-90101 Project Management/...	
MIGUEL TRA...	<span>E</span>		<span>Q Weekly Hours</span>
<span>Shift 1</span>	0 LS	0 LS	
 054BE			8/5.5
DIEUSEUL BENJ...	8/5.5		40/9.5
X			
FL labor			
 021TR			8/5.5
MIGUEL TRAVIESO		8/5.5	40/11
X			
FL labor			
 T1633			8
G C Sierra 1500 ...		8	
 T1559			6.3/7
Chevrolet Colorad...	6.3/7		

Materials and Subcontract Items

No matching records found.

Diary and Photos

6 PM 10 PM 2 AM 6 AM 10 AM 2 PM 6 PM 10 PM 2 AM 6 AM

Powered by Visual Crossing Weather (<https://www.visualcrossing.com/>)

4358: Las Olas Isles Undergrounding View

 Diary Last changed by Miguel Travieso on 1/31/2024 12:45:17 PM.

Steve's tree doesn't show up at job side today.

Benjamin right lane closure east bound at Las  
Olas Blvd, from Royal Plaza to Las Olas, and  
watching pedestrians.

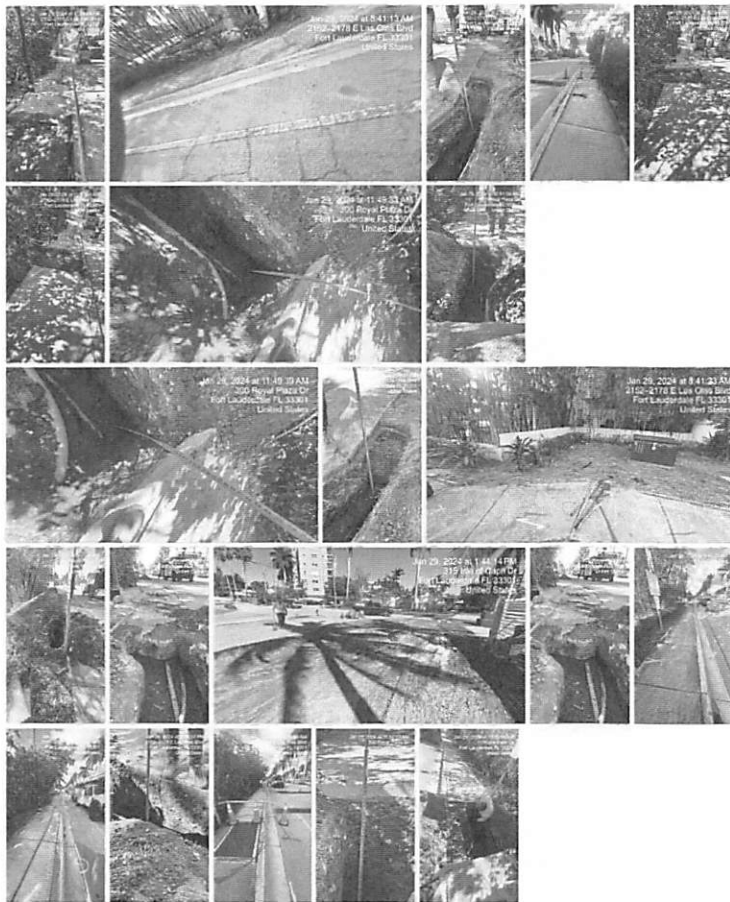
Juan Carlos's crew finishing at the staying area.

Brett's crew renumbering OG Loop (Bontona).

Best Underground Services 2 primary conduits  
from the vista switch on the right side of Royal  
Plaza and Las olas, to the 48" SPL box close to  
Isle of palms, (2) 2" conduits 155 LF.



Photos & Docs (21)



## Activity



**Approved** by David Pena

Sunday, February 4, 2024 at 12:36 PM



**Submitted** by Miguel Travieso

Tuesday, January 30, 2024 at 5:40 PM

## Contact



MIGUEL TRAVIESO

📱 [Mobile Phone]

☎ (786)717-8423

✉ [E-mail]

TUESDAY, February 06

🔄 ○ Revised by Tuesday, February 13, 2024 at 10:54 AM

🚫 Reject

✎ Revise

<div><div></div><div>10-10000</div><div>MOT</div></div>	4358: Las Olas Isles Undergrounding				Start/End	Total
	1-90001	9024-90024	1-90101			
	Final Cleanup & Punc...	Corrective Work for F...	Project Management/...			
<div>MIGUEL TRA...</div> <div>🕒 Shift 1</div> <div>📅</div>	0 LS	0 LS	0 LS	0 LS		<div>🔍 Weekly Hours</div>
<div>👤 069FE</div> <div>ARMANDO FERN...</div> <div>X</div> <div>FL labor</div>	4	4				8 32/30
<div>👤 MAR017</div> <div>JOSUE ANTONIO...</div> <div>X</div> <div>FL labor</div>	/2.5	/2.5				/5 32/22
<div>👤 024AR</div> <div>JUAN ARREDON...</div> <div>X</div> <div>FL labor</div>	S2/.5	S2/.5				/1 32/17
<div>👤 054BE</div> <div>DIEUSEUL BENJ...</div> <div>X</div> <div>FL labor</div>	8/1					8/1 40/4
<div>👤 060HE</div> <div>YOMIR HECHAV...</div> <div>X</div> <div>FL labor</div>						40
<div>👤 021TR</div> <div>MIGUEL TRAVIESO</div> <div>X</div> <div>FL labor</div>				8/1		8/1 40/6
<div>🔧 EX2163</div> <div>Gradaff X3300 V -...</div>		2.9/6.1				2.9/6.1
<div>🔧 T1478</div> <div>GMC Sierra 1500 ...</div>				8		8
<div>🔧 T1482</div> <div>GMC Sierra 2500 ...</div>	1.5/2.5	1.5/2.5				3/5
<div>🔧 T2551</div> <div>CHEVY SILVERA...</div>				5/3		5/3
<div>🔧 T1559</div> <div>Chevrolet Colorad...</div>	8					8

Materials and Subcontract Items

No matching records found.

Diary and Photos

8 PM

10 PM

2 AM

6 AM

10 AM

2 PM

6 PM

10 PM

2 AM

6 AM



Diary Last changed by Miguel Travieso on 2/8/2024 12:50:33 PM.



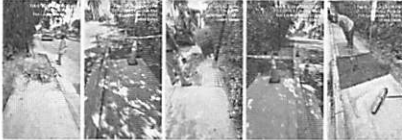
Armando's crew Cleaning east and wet corner on Royal Plaza and Las Olas, grading to por concrete slabs where we remove concrete to do the missile from the Vista switch to the SPL box.

Juan Carlos crew digging to expose the shallow conduits on Royal Plaza.

Steve's Tree doesn't show up at job site today.



Photos & Docs (5)



## Activity



**Revised by**

Tuesday, February 13, 2024 at 10:54 AM



**Approved by David Pena**

Monday, February 12, 2024 at 9:26 AM



**Revised by**

Tuesday, February 13, 2024 at 10:41 AM



**Approved by David Pena**

Monday, February 12, 2024 at 9:26 AM



**Revised by**

Monday, February 12, 2024 at 3:03 PM



**Approved by David Pena**

Monday, February 12, 2024 at 9:26 AM



**Approved by David Pena**

Monday, February 12, 2024 at 9:26 AM



**Submitted by Miguel Travieso**

Thursday, February 8, 2024 at 12:50 PM

## Contact



MIGUEL TRAVIESO

[Mobile Phone]







(786)717-8423

[E-mail]

WEDNESDAY, February 07

Reject Revise

Revised by David Pena Monday, February 12, 2024 at 9:51 AM

4358: Las Olas Isles Undergrounding		Start/End		Total
	10-10000 MOT	1-90101 Project Management/...	200-60007 Install Single Phase S...	
MIGUEL TRA...	<div>E</div>			<div>Q Weekly Hours</div>
Shift 1	0 LS	0 LS	0 EA	
 054BE				8/1
DIEUSEUL BENJ...	8/1			40/4
X				
FL labor				
 021TR				8/2
MIGUEL TRAVIESO		8/2		40/6
X				
FL labor				
 T1559				6.7/1.3
Chevrolet Colorad...	6.7/1.3			
 T1478				8
GMC Sierra 1500 ...		8		
 GOR002				8
IAN GORDON			8	24
X				
FL labor				

Materials and Subcontract Items

No matching records found.

Diary and Photos

6 PM	10 PM	2 AM	6 AM	10 AM	2 PM	6 PM	10 PM	2 AM	6 AM
------	-------	------	------	-------	------	------	-------	------	------

Powered by Visual Crossing Weather (<https://www.visualcrossing.com/>)

4358: Las Olas Isles Undergrounding

View

Diary Last changed by Miguel Travieso on 2/8/2024 1:20:35 PM.

IMTOP Concrete pour concrete D-curbs on

-Mola at the end (cul-de-sac) 35 LF , and house #431 left side 7 LF.

-Isle of Capri on house #314 left side 27 LF.

-Coral Way on house #302 left side 20 LF.

F-curb on Royal plaza and Las Olas west side 40 LF.

Sidewalk concrete slabs on Las Olas between Royal Plaza and Isle of Palms (5) slabs 25 LF x 5'.

Juan Carlos Crew pouring concrete duct banks on top of the shallow conduits on Isle of Palms houses #729, #400, #443. Royal Plaza houses, #401, #509, #516, #527. Coral Way houses #320, #405, #501, #336. Lido Dr on Las Olas west Corner, house #520.

Ian Gordon fixing street lights on Lido Dr and Royal Plaza.



Photos & Docs (21)



## Activity



**Revised** by David Pena

Monday, February 12, 2024 at 9:51 AM



**Approved** by David Pena

Monday, February 12, 2024 at 9:25 AM



**Revised** by Miguel Travieso

Thursday, February 8, 2024 at 3:51 PM



**Submitted** by Miguel Travieso

Thursday, February 8, 2024 at 12:53 PM

## Contact



MIGUEL TRAVIESO

[Mobile Phone]

(786)717-8423

[E-mail]



TX Relocation 300/310 Lido Dr. SWO 16842. To comply easement requirements

<b>TOTAL</b>	<b>\$ 2,953.60</b>
--------------	--------------------

**006**

<b>CREW</b>	<b>Classification</b>	<b>04/18</b>	<b>04/19</b>	<b>Total Hrs</b>	<b>Unit Price</b>	<b>Hrs Price</b>
	Project Manager		1	1	\$ 65.00	\$ 65.00
	Project Engineer		2	2	\$ 50.00	\$ 100.00
	Superintendent			0	\$ 52.00	\$ -
	Foreman Civil			0	\$ 34.00	\$ -
	Operator Civil		8	8	\$ 26.00	\$ 208.00
	Labor Civil			0	\$ 22.00	\$ -
	Foreman URD	4	8	12	\$ 36.00	\$ 432.00
	Operator URD		8	8	\$ 28.00	\$ 224.00
	Labor URD	8	16	24	\$ 24.00	\$ 576.00
<b>SubTotal</b>						<b>\$ 1,605.00</b>

<b>EQUIPMENT</b>		<b>04/18</b>	<b>04/19</b>	<b>Total Hrs</b>	<b>Unit Price</b>	<b>Hrs Price</b>
T2032	Foreman Pickup Truck	4	8	12	\$ 22.93	\$ 275.16
T1881	Ford F-550 Service Truck W/ Al	4	8	12	\$ 30.20	\$ 362.40
T1822	Foreman Pickup Truck		8	8	\$ 32.90	\$ 263.20
EX2152	Excavator 308E2		8	8	\$ 55.98	\$ 447.84
<b>SubTotal</b>						<b>\$ 1,348.60</b>

FRIDAY, April 19

Revised by Tuesday, April 23, 2024 at 1:46 PM

Reject

Revise

Next Codes >

LUIS TRONC...	4358: Las Olas Isles Undergrounding						Start/End	Total
	10-10000 MOT	200-11012 Install 1-2 FP&L Condui...	200-13018 Terminate Secondary F...	200-13019 Terminate Primary FP...	200-50001 FPL Single Phase Pad...	9017-90018 Switching Order Steps		
Shift 1	0 LS	0 FT	0 EA	0 EA	0 EA	0 LS		Weekly Hours
TRO001 LUIS TRONCOSO... X FL labor		2	2	2	2			8 37
GON030 FRANCISCO L G... X FL labor		2S.5	2S.5	2/.5	2/.5			8/1 37/1
088BR FRANKLIN BRYAN X FL labor		S2/.5	S2/.5	S2/.5	S2/.5			/2 32/28
ORE003 Ricardo J Orellan... X FL labor		2S.5	2S.5	2/.5	2/.5			8/1 37/19
BER011 Antonio Bernat Lo... X FL labor		S2.5	S2.5	S2.5	S2.5			24
087GO GUSTAVO GONZ... X FL labor	8							8 40/8
T2032 CHEVROLET SIL...		1/1	1/1	1/1	1/1			4/4
T1881 Ford F-550 Servic...		1/1	1/1	1/1	1/1			4/4
EX2152 Caterpillar 309-07...		.5/1.5	.5/1.5	.5/1.5	.5/1.5			2/6
T1822 Chevrolet Silverad...		1/1	1/1	1/1	1/1			4/4

Materials and Subcontract Items

No matching records found.

Diary and Photos

6:50

10:15M

2 AM

6 AM

10 AM

2 PM

6 PM

10 PM

2 AM

6 AM

Powered by Visual Crossing Weather (https://www.visualcrossing.com/)

4358: Las Olas Isles Undergrounding

View

Diary

Last changed by Luis Troncoso on 4/22/2024 7:25:25 AM.

Move tx 16052-2,3 2" closer to pavement performed SWO 16842-A-24and picked up clearance C-10517-24

Photos & Docs (11)
































## Activity


-  Revised by  
Tuesday, April 23, 2024 at 1:48 PM
-  Approved by David Pena  
Monday, April 22, 2024 at 7:53 AM
-  Revised by  
Tuesday, April 23, 2024 at 11:09 AM
-  Approved by David Pena  
Monday, April 22, 2024 at 7:53 AM
-  Revised by  
Monday, April 22, 2024 at 3:57 PM
-  Approved by David Pena  
Monday, April 22, 2024 at 7:53 AM
-  Revised by David Pena  
Monday, April 22, 2024 at 7:54 AM
-  Approved by David Pena  
Monday, April 22, 2024 at 7:53 AM
-  Submitted by Luis Troncoso  
Monday, April 22, 2024 at 6:55 AM

## Contact



**LUIS TRONCOSO JR**

 [Mobile Phone]

 3053428626

 [E-mail]

THURSDAY, April 18

Reject

Revise

Revised by Tuesday, April 23, 2024 at 1:46 PM



4358: Las Olas Isl...  
9017-90018  
Switching Order Steps

Start/End      Total

LUIS TRONC...

Shift 1

0 LS

Weekly Hours

TRO001

LUIS TRONCOS...

8

8

37

X

FL labor

GON030

FRANCISCO L G...

8S1

8

37/1

X

FL labor

ORE003

Ricardo J Orellan...

8S1

8

37/19

X

FL labor

T1881

Ford F-550 Servic...

5/3

5/3

T2032

CHEVROLET SIL...

3/5

3/5

Materials and Subcontract Items

No matching records found.

Diary and Photos

6 PM 10 PM 2 AM 6 AM 10 AM 2 PM 6 PM 10 PM 2 AM 6 AM

Powered by Visual Crossing Weather (<https://www.visualcrossing.com/>)

4358: Las Olas Isles Undergrounding

View



Diary

Last changed by Luis Troncoso on 4/19/2024 8:32:36 AM.



4/18/24

OH and riser removal

San Marco

311

301

310

300

320

331

341

411

441

431

440



Photos & Docs (5)



## Activity



**Revised by**

Tuesday, April 23, 2024 at 1:46 PM



**Approved by David Pena**

Friday, April 19, 2024 at 9:38 AM



**Revised by**

Monday, April 22, 2024 at 3:57 PM



**Approved by David Pena**

Friday, April 19, 2024 at 9:38 AM



**Revised by David Pena**

Friday, April 19, 2024 at 10:02 AM



**Approved by David Pena**

Friday, April 19, 2024 at 9:38 AM



**Submitted by Luis Troncoso**

Friday, April 19, 2024 at 8:13 AM

## Contact



LUIS TRONCOSO JR

📱 [Mobile Phone]

☎ 3053428626

✉ [E-mail]

TX Upgrade from 25 to 50 KVA at 440/444 Royal Plaza. Removing ground-strap

<b>TOTAL</b>	<b>\$ 1,810.88</b>
--------------	--------------------

**007**

<b>CREW</b>	<b>Classification</b>	<b>04/24</b>	<b>Total Hrs</b>	<b>Unit Price</b>	<b>Hrs Price</b>
	Project Manager	1	1	\$ 65.00	\$ 65.00
	Project Engineer	2	2	\$ 50.00	\$ 100.00
	Superintendent		0	\$ 52.00	\$ -
	Foreman Civil		0	\$ 34.00	\$ -
	Operator Civil		0	\$ 26.00	\$ -
	Labor Civil		0	\$ 22.00	\$ -
	Foreman URD	8	8	\$ 36.00	\$ 288.00
	Operator URD	8	8	\$ 28.00	\$ 224.00
	Labor URD	16	16	\$ 24.00	\$ 384.00

**SubTotal \$ 1,061.00**

<b>EQUIPMENT</b>		<b>04/24</b>	<b>Total Hrs</b>	<b>Unit Price</b>	<b>Hrs Price</b>
T2032	Foreman Pickup Truck	8	8	\$ 22.93	\$ 183.44
T1881	Ford F-550 Service Truck W/ Al	8	8	\$ 30.20	\$ 241.60
T1822	Foreman Pickup Truck	8	8	\$ 32.90	\$ 263.20
EX1571	Miniexcavator 301	4	4	\$ 15.41	\$ 61.64

**SubTotal \$ 749.88**

TRO001  
LUIS TRONCOS...  
**WEDNESDAY, April 24**  
Revised by Tuesday, April 30, 2024 at 11:52 AM

Reject Revise

GON030		4358: Las Olas Isles Undergrounding		P8	
FRANCISCO J. G...					16
X				Start/End	Total
FL labor		9017-90018	200-60007	1-90105	
		Switching Order Steps	Install Single Phase S...	Holiday & Vacation	
ORE003					
FRANKLIN BRYAN		4	4S1	E	
X		0 LS	0 EA	0 LS	Weekly Hours
FL labor					
ORE003				P8	
Ricardo J Orellan...					24
X					
FL labor					
URB003					
JESUS A URBINA...		4	4S1		32
X					
FL labor					
BER011					
Antonio Bernat Lo...		4	4S1		24
X					
FL labor					
T1822					
Chevrolet Silverad...		2/2	2/2		4/4
T2032					
CHEVROLET SIL...		2/2	2/2		4/4
T1881					
Ford F-550 Servic...		2/2	2/2		4/4

Materials and Subcontract Items

No matching records found.

Diary and Photos

6 PM 10 PM 2 AM 6 AM 10 AM 2 PM 6 PM 10 PM 2 AM 6 AM

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4358: Las Olas Isles Undergrounding

View



No entries found.

## Activity

-  **Revised by**  
Tuesday, April 30, 2024 at 11:52 AM
-  **Approved by David Pena**  
Monday, April 29, 2024 at 7:53 AM
-  **Revised by David Pena**  
Monday, April 29, 2024 at 8:04 AM
-  **Approved by David Pena**  
Monday, April 29, 2024 at 7:53 AM
-  **Revised by David Pena**  
Thursday, April 25, 2024 at 4:33 PM
-  **Revised by David Pena**  
Thursday, April 25, 2024 at 4:26 PM
-  **Submitted by Luis Troncoso**  
Wednesday, April 24, 2024 at 8:25 PM

## Contact



LUIS TRONCOSO JR

 [Mobile Phone]

 3053428626

 [E-mail]

Streetlights at Las Olas. SWO 20776 Re-energizing C-Phase

<b>TOTAL</b>	<b>\$ 1,326.04</b>
--------------	--------------------

**008**

<b>CREW</b>	<b>Classification</b>	<b>05/08</b>	<b>Total Hrs</b>	<b>Unit Price</b>	<b>Hrs Price</b>
	Project Manager	1	1	\$ 65.00	\$ 65.00
	Project Engineer	2	2	\$ 50.00	\$ 100.00
	Superintendent		0	\$ 52.00	\$ -
	Foreman Civil		0	\$ 34.00	\$ -
	Operator Civil		0	\$ 26.00	\$ -
	Labor Civil		0	\$ 22.00	\$ -
	Foreman URD	8	8	\$ 36.00	\$ 288.00
	Operator URD	16	16	\$ 28.00	\$ 448.00
	Labor URD		0	\$ 24.00	\$ -
<b>SubTotal</b>					<b>\$ 901.00</b>


<b>EQUIPMENT</b>		<b>05/08</b>	<b>Total Hrs</b>	<b>Unit Price</b>	<b>Hrs Price</b>
T2032	Foreman Pickup Truck	8	8	\$ 22.93	\$ 183.44
T1881	Ford F-550 Service Truck W/ Al	8	8	\$ 30.20	\$ 241.60
<b>SubTotal</b>					<b>\$ 425.04</b>

WEDNESDAY, May 08

🚫 Reject

✎ Revise

🕒 ⌚ Revised by David Pena Friday, May 10, 2024 at 9:26 PM

 LUIS TRONC... ⌚ Shift 1	4358: Las Olas Isl...	Start/End	Total
	9017-90018 Switching Order Steps		
	0 LS		<div>🔍 Weekly Hours</div>
👤 TRO001 LUIS TRONCOS... X FL labor	8		8 40/1
👤 GON030 FRANCISCO L G... X FL labor	8/1		8/1 40/4
👤 ORE003 Ricardo J Orellan... X FL labor	8/1		8/1 40/4
🚗 T2032 CHEVROLET SIL...	3/5		3/5
🚗 T1881 Ford F-550 Servic...	5/3		5/3

Materials and Subcontract Items

No matching records found.

Diary and Photos

6 PM 10 PM 2 AM 6 AM 10 AM 2 PM 6 PM 10 PM 2 AM 6 AM

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4358: Las Olas Isles Undergrounding

View ▾



Photos & Docs (16)





## Activity



**Revised** by David Pena  
Friday, May 10, 2024 at 9:26 PM



**Approved** by David Pena  
Friday, May 10, 2024 at 9:07 PM

CAM #25-0187  
Exhibit 1  
Page 83 of 124



Submitted by Luis Troncoso  
Friday, May 10, 2024 at 4:42 PM

## Contact



LUIS TRONCOSO JR

📱 [Mobile Phone]

☎ 3053428626

✉ [E-mail]

New SWO at Capri 3-phases riser pole. Install new SB, 3-splices.

<b>TOTAL</b>	<b>\$ 5,627.28</b>
--------------	--------------------

### 009

<b>CREW</b>	<b>Classification</b>	<b>05/17</b>	<b>05/30</b>	<b>5/31</b>	<b>Total Hrs</b>	<b>Unit Price</b>	<b>Hrs Price</b>
	Project Manager	1	1	1	3	\$ 65.00	\$ 195.00
	Project Engineer	2	2	2	6	\$ 50.00	\$ 300.00
	Superintendent				0	\$ 52.00	\$ -
	Foreman Civil		8	8	16	\$ 34.00	\$ 544.00
	Operator Civil	8	8	8	24	\$ 26.00	\$ 624.00
	Labor Civil	16	16	16	48	\$ 22.00	\$ 1,056.00
	Foreman URD	8	4		12	\$ 36.00	\$ 432.00
	Operator URD				0	\$ 28.00	\$ -
	Labor URD	16	8		24	\$ 24.00	\$ 576.00

**SubTotal \$ 3,727.00**

<b>EQUIPMENT</b>		<b>05/17</b>	<b>05/30</b>		<b>Total Hrs</b>	<b>Unit Price</b>	<b>Hrs Price</b>
T2032	Foreman Pickup Truck	8	4		12	\$ 22.93	\$ 275.16
T1881	Ford F-550 Service Truck W/ Al	8	4		12	\$ 30.20	\$ 362.40
T2177	Foreman Pickup Truck	8			8	\$ 32.91	\$ 263.28
M116	Box Truck - Isuzu NPR	8			8	\$ 24.24	\$ 193.92
EX1571	Miniexcavator 301	8	8	8	24	\$ 15.41	\$ 369.84
T1514	Foreman Pickup Truck		8	8	16	\$ 27.23	\$ 435.68

**SubTotal \$ 1,900.28**

FRIDAY, May 17

Reject

Revise

Approved by David Pena Sunday, May 19, 2024 at 2:23 PM

<div><div></div><div>MIGUEL TRA...</div><div>Shift 1</div></div>	4358: Las Olas Isl...	Start/End	Total
	10-10000 MOT		
	E	0 LS	<div>Weekly Hours</div>
<div><div>VAL009</div><div>YASIEL VALDES ...</div><div>X</div><div>FL labor</div></div>	8		8 40
<div><div>179RO</div><div>JUAN CARLOS R...</div><div>X</div><div>FL labor</div></div>	8/1		8/1 40/5
<div><div>T2177</div><div>Chevy Silverado 2...</div></div>	4/4		4/4
<div><div>054BE</div><div>DIEUSEUL BENJ...</div><div>X</div><div>FL labor</div></div>	8/1		8/1 40/9
<div><div>M116</div><div>Isuzu NPRHD Co...</div></div>	4/4		4/4

Materials and Subcontract Items

No matching records found.

Diary and Photos

6 PM10 PM2 AM6 AM10 AM2 PM6 PM10 PM2 AM6 AM

Powered by Visual Crossing Weather (<https://www.visualcrossing.com/>)

4358: Las Olas Isles Undergrounding

View

Diary

Last changed by Miguel Travieso on 5/17/2024 2:57:31 PM.

Juan Carlos crew proofing 4" conduits on Mola ave  
from #418 to #430. Then they work with Luis's  
crew on Isle of Capri and las Olas SE corner.

## Activity



**Approved** by David Pena  
Sunday, May 19, 2024 at 2:23 PM



**Revised** by Miguel Travieso  
Friday, May 17, 2024 at 8:27 PM



**Submitted** by Miguel Travieso  
Friday, May 17, 2024 at 2:33 PM

## Contact



**MIGUEL TRAVIESO**



[Mobile Phone]



(786)717-8423



[E-mail]



FRIDAY, May 17

Reject Revise

Revised by David Pena Tuesday, May 21, 2024 at 4:09 PM

<div><div></div><div>LUIS TRONC...</div><div>Shift 1</div></div>	<div>4358: Las Olas Isl...</div> <div>9017-90018</div> <div>Switching Order Steps</div> <div>0 LS</div>	<div>Start/End</div>	<div>Total</div> <div>Weekly Hours</div>
<div>TRO001</div> <div>LUIS TRONCOS...</div> <div>X</div> <div>FL labor</div>	8		8 40/14
<div>GON030</div> <div>FRANCISCO L G...</div> <div>X</div> <div>FL labor</div>	8/1		8/1 40/2
<div>ORE003</div> <div>Ricardo J Orellan...</div> <div>X</div> <div>FL labor</div>	8/1		8/1 40/16
<div>T1881</div> <div>Ford F-550 Servic...</div>	3/5		3/5
<div>T1419</div> <div>Ford F-550 12' Ra...</div>	3/5		3/5
<div>T2032</div> <div>CHEVROLET SIL...</div>	3/5		3/5

Materials and Subcontract Items

No matching records found.

Diary and Photos

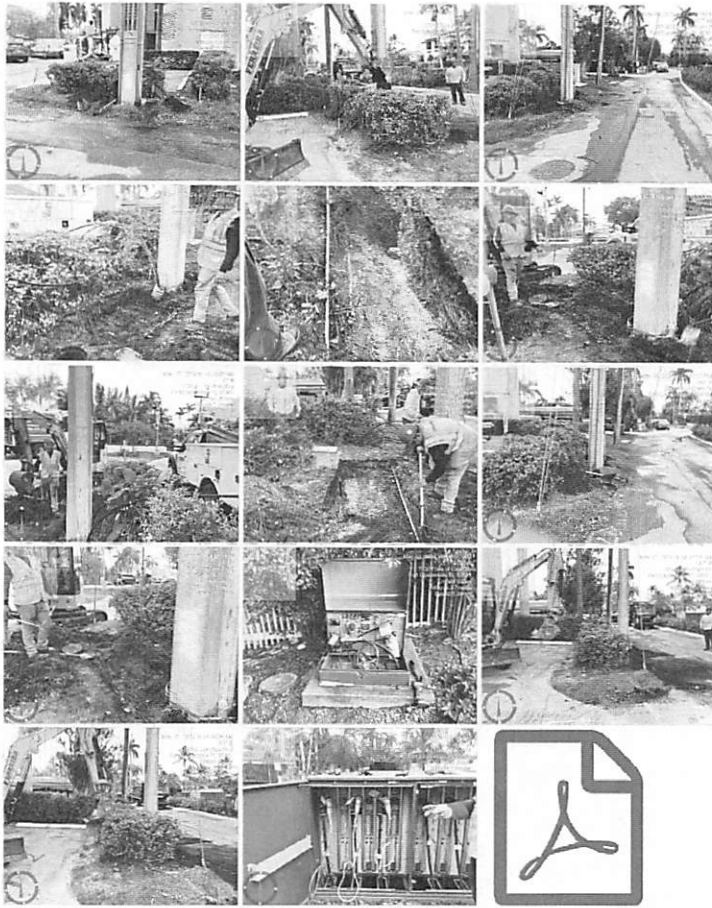
6 PM10 PM2 AM6 AM10 AM2 PM6 PM10 PM2 AM6 AM

4358: Las Olas Isles Undergrounding


View


Photos & Docs (15)


Powered by Visual Crossing Weather (https://www.visualcrossing.com/)



## Activity

 **Revised** by David Pena  
Tuesday, May 21, 2024 at 4:09 PM

 **Approved** by David Pena  
Tuesday, May 21, 2024 at 4:02 PM

 **Submitted** by Luis Troncoso  
Tuesday, May 21, 2024 at 4:00 PM


## Contact



**LUIS TRONCOSO JR**

 [Mobile Phone]


 3053428626

 [E-mail]

THURSDAY, May 30

[Reject](#) [Revise](#)

Revised by David Pena Friday, May 31, 2024 at 8:02 AM

<div></div> <div>RACIEL AVILA</div> <div>Shift 1</div>	4358: Las Olas Isl...	Start/End	Total
	<div>200-10530</div> <div>48 Poly Primary Pull Box</div> <div>N</div> <div>0 EA</div>		<div>Weekly Hours</div>
<div>AVI004</div> <div>RACIEL AVILA</div> <div>X</div> <div>FL labor</div>	8		8 32
<div>AVI002</div> <div>JUAN JOSE AVIL...</div> <div>X</div> <div>FL labor</div>	8		8 24
<div>AVI005</div> <div>RODOLFO AVILA ...</div> <div>X</div> <div>FL labor</div>	8		8 24
<div>025FL</div> <div>WEBERT FLEURY</div> <div>X</div> <div>FL labor</div>	8		8 24
<div>T1514</div> <div>GMC Sierra 3500 ...</div>	4/4		4/4

Materials and Subcontract Items


No matching records found.

Diary and Photos






6 PM10 PM2 AM6 AM10 AM2 PM6 PM10 PM2 AM6 AM

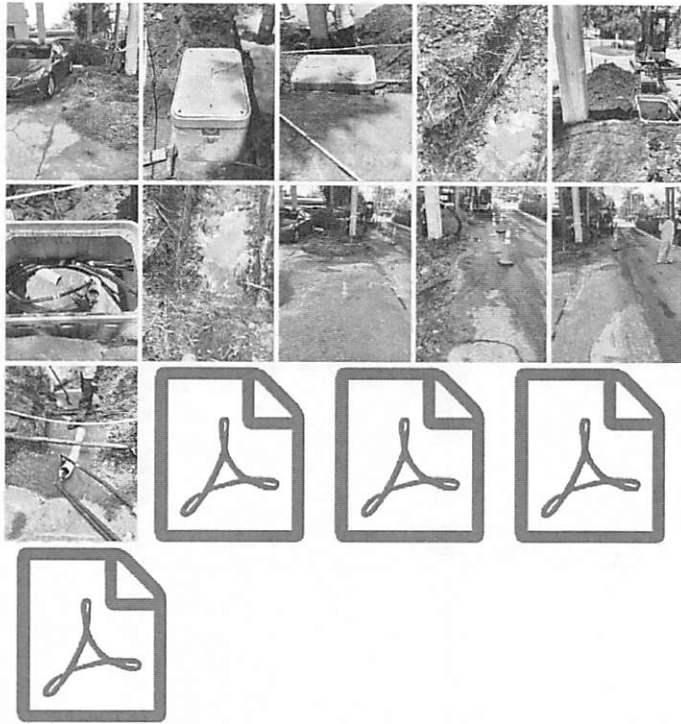
Powered by Visual Crossing Weather (<https://www.visualcrossing.com/>)

4358: Las Olas Isles UndergroundingView



Photos & Docs (20)





## Activity

-  **Revised** by David Pena  
Friday, May 31, 2024 at 8:02 AM
-  **Approved** by David Pena  
Friday, May 31, 2024 at 7:34 AM
-  **Approved** by David Pena  
Friday, May 31, 2024 at 7:33 AM
-  **Revised** by David Pena  
Friday, May 31, 2024 at 7:33 AM
-  **Revised** by David Pena  
Thursday, May 30, 2024 at 5:02 PM
-  **Revised** by David Pena  
Thursday, May 30, 2024 at 4:41 PM
-  **Revised** by Raciél Avila Camejo  
Thursday, May 30, 2024 at 4:35 PM
-  **Submitted** by Raciél Avila Camejo  
Thursday, May 30, 2024 at 4:34 PM

## Contact



RACIEL AVILA

📱 [Mobile Phone]

☎ [Other Phone]

CAM #25-0187  
Exhibit 1  
Page 91 of 124

THURSDAY, May 30

Revised by Tuesday, June 4, 2024 at 12:12 PM

Reject

Revise

<div><div></div><div>LUIS TRONC...</div><div>Shift 1</div></div>	4358: Las Olas Isles Undergrounding			Start/End	Total
	9017-90018 Switching Order Steps	200-13021 Splice Primary FP&L 1...	200-11012 Install 1-2 FP&L Conduit		
	0 LS	0 EA	0 FT		<div>Weekly Hours</div>
<div><div>TRO001</div><div>LUIS TRONCOS...</div><div>X</div><div>FL labor</div></div>	2	3S1	3S1		<div>8</div> <div>32</div>
<div><div>ORE003</div><div>Ricardo J Orellan...</div><div>X</div><div>FL labor</div></div>	2S1	3S1	3S1		<div>8</div> <div>33</div>
<div><div>GON030</div><div>FRANCISCO L G...</div><div>X</div><div>FL labor</div></div>	2S1	3S1	3S1		<div>8</div> <div>24</div>
<div><div>T1419</div><div>Ford F-550 12' Ra...</div></div>	2	2/1	2/1		<div>6/2</div>
<div><div>T2032</div><div>CHEVROLET SIL...</div></div>	2	2/1	2/1		<div>6/2</div>

Materials and Subcontract Items

No matching records found.


Diary and Photos


6 PM10 PM2 AM6 AM10 AM2 PM6 PM10 PM2 AM6 AM


Powered by Visual Crossing Weather (<https://www.visualcrossing.com/>)


4358: Las Olas Isles UndergroundingView


Photos & Docs (8)

























CAM #25-0187  
Exhibit 1  
Page 92 of 124

## Activity

-  **Revised by**  
Tuesday, June 4, 2024 at 12:12 PM
-  **Approved by David Pena**  
Friday, May 31, 2024 at 7:32 AM
-  **Revised by David Pena**  
Friday, May 31, 2024 at 8:02 AM
-  **Approved by David Pena**  
Friday, May 31, 2024 at 7:32 AM
-  **Submitted by Luis Troncoso**  
Thursday, May 30, 2024 at 4:50 PM

## Contact



**LUIS TRONCOSO JR**

 [Mobile Phone]

 3053428626

 [E-mail]

FRIDAY, May 31

Revised by David Pena Sunday, June 2, 2024 at 4:55 PM

Reject

Revise

<div><div></div><div>RACIEL AVILA</div><div>Shift 1</div></div>	4358: Las Olas Isl...	Start/End	Total
	200-10530 48 Poly Primary Pull Box		
	N 0 EA		Weekly Hours
	AVI004 RACIEL AVILA X FL labor		8 32
	AVI002 JUAN JOSE AVIL... 4113 OPERATOR: LOA...		8 24
	AVI005 RODOLFO AVILA ... 4108 OPERATOR: CO...		8 24
	025FL WEBERT FLEURY 4006 LABORER: PIPEL...		8 24
	T1514 GMC Sierra 3500 ...		5/3

Materials and Subcontract Items

No matching records found.



Diary and Photos

6 PM10 PM2 AM6 AM10 AM2 PM6 PM10 PM2 AM6 AM

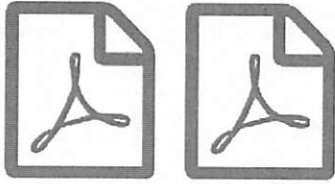
Powered by Visual Crossing Weather (<https://www.visualcrossing.com/>)

4358: Las Olas Isles UndergroundingView


Photos & Docs (7)



CAM #25-0187  
Exhibit 1  
Page 94 of 124




Activity



Revised

by David Pena


Sunday, June 2, 2024 at 4:55 PM



Approved

by David Pena


Sunday, June 2, 2024 at 4:49 PM



Revised

by Raciél Avila Camejo

Saturday, June 1, 2024 at 7:01 PM




Submitted


by Raciél Avila Camejo


Saturday, June 1, 2024 at 11:59 AM


Contact



RACIEL AVILA

 [Mobile Phone]

 [Other Phone]

 [E-mail]



Streetlights at las Olas. New SWO to connect new TX for streetlights. Install new conduits, new pad, new TX

<b>TOTAL</b>	<b>\$ 4,840.26</b>
--------------	--------------------

## 010

<b>CREW</b>	<b>Classification</b>	<b>06/26</b>	<b>06/27</b>	<b>06/28</b>	<b>Total Hrs</b>	<b>Unit Price</b>	<b>Hrs Price</b>
	Project Manager	1	1	1	3	\$ 65.00	\$ 195.00
	Project Engineer	2	2	2	6	\$ 50.00	\$ 300.00
	Superintendent				0	\$ 52.00	\$ -
	Foreman Civil				0	\$ 34.00	\$ -
	Operator Civil				0	\$ 26.00	\$ -
	Labor Civil				0	\$ 22.00	\$ -
	Foreman URD	6	8	16	30	\$ 36.00	\$ 1,080.00
	Operator URD				0	\$ 28.00	\$ -
	Labor URD	16	16	32	64	\$ 24.00	\$ 1,536.00

**SubTotal \$ 3,111.00**

<b>EQUIPMENT</b>		<b>06/26</b>	<b>06/27</b>	<b>06/28</b>	<b>Total Hrs</b>	<b>Unit Price</b>	<b>Hrs Price</b>
T2032	Foreman Pickup Truck	6	8	8	22	\$ 22.93	\$ 504.46
T1881	Ford F-550 Service Truck W/ Al	8	8	8	24	\$ 30.20	\$ 724.80
EX1571	Miniexcavator 301		8	8	16	\$ 15.41	\$ 246.56
T1419	Ford F-350 Service Truck			8	8	\$ 31.68	\$ 253.44

**SubTotal \$ 1,729.26**

WEDNESDAY, June 26

⌛ Reject

✎ Revise

⌛ Revised by Monday, July 1, 2024 at 2:08 PM



4358: Las Olas Isl...  
9017-90018  
Switching Order Steps

Start/End      Total

LUIS TRONC...

⌚ Shift 1

0 LS

🔍 Weekly Hours

👤 TRO001

LUIS TRONCOS...  
X  
FL labor

6A2

6  
38/3

👤 GON030

FRANCISCO L G...  
X  
FL labor

8

8  
40/12

👤 BER011

Antonio Bemat Lo...  
X  
FL labor

8

8  
40/8

👤 T2032

CHEVROLET SIL...

3/3

3/3

Materials and Subcontract Items

No matching records found.

Diary and Photos

6 PM   10 PM   2 AM   6 AM   10 AM   2 PM   6 PM   10 PM   2 AM   6 AM

Powered by Visual Crossing Weather (<https://www.visualcrossing.com/>)

4358: Las Olas Isles Undergrounding

View ▾



Photos & Docs (1)






## Activity


-  **Revised by**  
Monday, July 1, 2024 at 2:08 PM
-  **Approved by David Pena**  
Monday, July 1, 2024 at 7:32 AM
-  **Revised by**  
Monday, July 1, 2024 at 1:46 PM
-  **Approved by David Pena**  
Monday, July 1, 2024 at 7:32 AM
-  **Revised by**  
Monday, July 1, 2024 at 11:34 AM
-  **Approved by David Pena**  
Monday, July 1, 2024 at 7:32 AM
-  **Approved by David Pena**  
Monday, July 1, 2024 at 7:32 AM
-  **Submitted by Luis Troncoso**  
Wednesday, June 26, 2024 at 2:42 PM


## Contact



LUIS TRONCOSO JR

 [Mobile Phone]

 3053428626







 [E-mail]

THURSDAY, June 27

Revised by Monday, July 1, 2024 at 11:34 AM

Reject

Revise

4358: Las Olas Isles Undergrounding				Start/End	Total
	200-11012 Install 1-2 FP&L Conduit	200-12524 24 Hand Dig & Backfill	200-13015 PrimaryFPL 1CC-1/0 ...		
LUIS TRONC...	<div><div>Shift 1</div><div>0 FT</div><div>E</div></div>	<div><div>0 LF</div><div>E</div></div>	<div><div>0 FT</div></div>	<div><div>Weekly Hours</div></div>	
 TRO001 LUIS TRONCOS... X FL labor	3	3	2/1		8/1 38/3
 GON030 FRANCISCO L G... X FL labor	3/1	3/1	2/1		8/3 40/12
 LEO008 JEINY LEON X FL labor	3S1	3S1	2S1		8 32/1
 T2032 CHEVROLET SIL...	1/2	2/1	1/1		4/4
 EX2530 CATERPILLAR 30...	1/2	2/1	1/1		4/4

Materials and Subcontract Items

No matching records found.

Diary and Photos

6 PM 10 PM 2 AM 6 AM 10 AM 2 PM 6 PM 10 PM 2 AM 6 AM

Powered by Visual Crossing Weather (<https://www.visualcrossing.com/>)

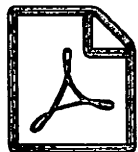
4358: Las Olas Isles Undergrounding

View







Diary Last changed by Luis Troncoso on 6/28/2024 8:50:00 AM.

Hand dug pit to expose primary that needs to be intercepted to cut in PMTX photos attached to time sheet

Photos & Docs (1)



## Activity

-  **Revised by**  
Monday, July 1, 2024 at 11:34 AM
-  **Approved by David Pena**  
Monday, July 1, 2024 at 7:37 AM
-  **Revised by David Pena**  
Monday, July 1, 2024 at 7:42 AM
-  **Approved by David Pena**  
Monday, July 1, 2024 at 7:37 AM
-  **Revised by David Pena**  
Monday, July 1, 2024 at 7:36 AM
-  **Submitted by Luis Troncoso**  
Friday, June 28, 2024 at 8:45 AM

## Contact



**LUIS TRONCOSO JR**

 [Mobile Phone]

 3053428626

 [E-mail]

FRIDAY, June 28

Revised by Monday, July 1, 2024 at 11:34 AM

Reject Revise



4358: Las Olas Isles Undergrounding

Start/End Total

200-10100 200-50001 200-13019  
6 Single Phase Transf... FPL Single Phase Pad... Terminate Primary FP...

LUIS TRONC...

Shift 1

0 EA

0 EA

0 EA

Weekly Hours

TRO001

LUIS TRONCOS...

X

FL labor

3

3

2

8

38/3

GON030

FRANCISCO L G...

X

FL labor

3/1

3/1

2

8/2

40/12

LEO008

JEINY LEON

X

FL labor

3S1

3/1

2

8/1

32/1

BER011

Antonio Bernat Lo...

X

FL labor

3/1

3/1

2

8/2

40/8

HEV001

Carlos Hevia

X

FL labor

3/1

3/1

2

8/2

40/10

GON025

Yasmany Gonzale...

X

FL labor

3/1

3/1

2

8/2

40/10

T1419

Ford F-550 12' Ra...

2/2

2/2

4/4

T2032

CHEVROLET SIL...

1/2

1/2

1/1

3/5

EX2530

CATERPILLAR 30...

1/2

1/2

1/1

3/5

Materials and Subcontract Items

No matching records found.

Diary and Photos

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Powered by Visual Crossing Weather (<https://www.visualcrossing.com/>)

4358: Las Olas Isles Undergrounding

View

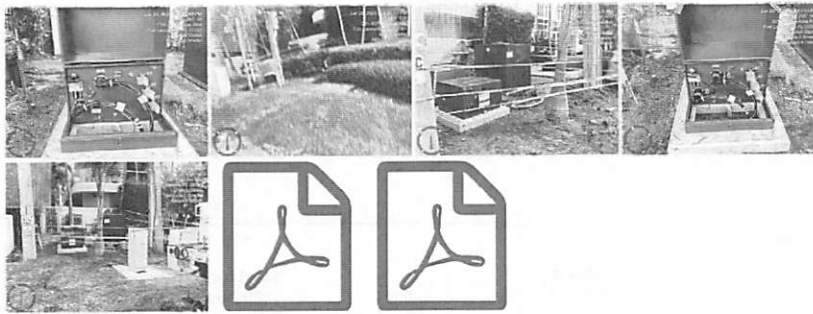


Diary Last changed by Luis Troncoso on 6/28/2024 4:50:10 PM.

Cut in new 50 kva PMTX and switched in to energize it



Photos & Docs (7)



## Activity



**Revised** by

Monday, July 1, 2024 at 11:34 AM



**Approved** by David Pena

Monday, July 1, 2024 at 7:43 AM



**Revised** by David Pena

Monday, July 1, 2024 at 7:50 AM



**Approved** by David Pena

Monday, July 1, 2024 at 7:43 AM



**Submitted** by Luis Troncoso

Friday, June 28, 2024 at 4:49 PM

## Contact



LUIS TRONCOSO JR

[Mobile Phone]

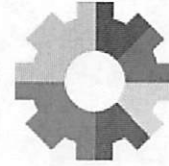
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[E-mail]

**Rental Rate Blue Book®, O&O Rates Report for T2518 in FCC Master**

July 2, 2024

**Chevrolet SILVERADO 2500HD LT 4X2 GAS**  
 Light Duty Trucks

 Size Class:  
**2**  
 Weight:  
**N/A**

**Configuration for SILVERADO 2500HD LT 4X2 GAS**

Power Mode	Gasoline	Wheelbase	141.6 Inches
Model Trim	LT	Gross Vehicle Weight Rating	9900 Pounds

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$3,380.00	USD \$945.00	USD \$235.00	USD \$35.00	USD \$29.31	USD \$48.51
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2022: 98.59%)	(USD \$47.59)	(USD \$13.31)	(USD \$3.31)	(USD \$0.49)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$3,332.41</b>	<b>USD \$931.70</b>	<b>USD \$231.69</b>	<b>USD \$34.51</b>	<b>USD \$29.31</b>	<b>USD \$48.24</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	USD \$10.22
Idling Rate	USD \$37.30

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	22%	USD \$743.60/mo
Overhaul (ownership)	46%	USD \$1,554.80/mo
CFC (ownership)	15%	USD \$507.00/mo
Indirect (ownership)	17%	USD \$574.60/mo
Fuel (operating) @ USD 3.43	62.67%	USD \$18.37/hr

Revised Date: 3rd quarter 2024

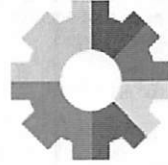


## Rental Rate Blue Book®, O&O Rates Report for T1822 in FCC Master

July 2, 2024

GMC/CHEVY K2500  
On-Highway Light Duty Trucks

Size Class:  
**300 hp & Over**  
Weight:  
N/A



### Configuration for K2500

Axle Configuration	4.0 x 4.0	Cab Type	Crew
Horsepower	360.0 hp	Power Mode	Gasoline
Ton Rating	3.0 / 4.0		

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$790.00	USD \$220.00	USD \$55.00	USD \$8.00	USD \$28.42	USD \$32.91
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2019: 99.79%)	(USD \$1.69)	(USD \$0.47)	(USD \$0.12)	(USD \$0.02)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$788.31</b>	<b>USD \$219.53</b>	<b>USD \$54.88</b>	<b>USD \$7.98</b>	<b>USD \$28.42</b>	<b>USD \$32.90</b>

### Non-Active Use Rates

Standby Rate	Hourly	USD \$2.91
Idling Rate		USD \$27.93

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	34%	USD \$268.60/mo
Overhaul (ownership)	35%	USD \$276.50/mo
CFC (ownership)	13%	USD \$102.70/mo
Indirect (ownership)	18%	USD \$142.20/mo
Fuel (operating) @ USD 3.43	82.51%	USD \$23.45/hr

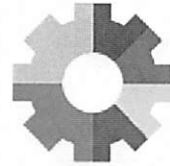
Revised Date: 3rd quarter 2024

## Rental Rate Blue Book®, O&O Rates Report for T1462 in FCC Master Composite

July 2, 2024

Miscellaneous 6X4 50GVW DSL 400  
On-Highway Truck Tractors

Size Class:  
45,001 - 60,000 lbs  
Weight:  
N/A



### Configuration for 6X4 50GVW DSL 400

Axle Configuration	<b>6X4</b>	Horsepower	<b>400.0</b>
Maximum Gross Vehicle Weight	<b>50000.0 lbs</b>	Power Mode	<b>Diesel</b>

### Configuration for 14-P

Hopper Capacity	<b>14.0 cu yd</b>	Power Mode	<b>PTO</b>
Water System Capacity	<b>1500.0 gal</b>		

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$7,065.00	USD \$1,980.00	USD \$495.00	USD \$75.00	USD \$62.04	USD \$102.18
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year *	(USD \$850.16)	(USD \$238.30)	(USD \$59.57)	(USD \$9.03)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$6,214.84</b>	<b>USD \$1,741.70</b>	<b>USD \$435.43</b>	<b>USD \$65.97</b>	<b>USD \$62.04</b>	<b>USD \$97.35</b>

### Non-Active Use Rates

Standby Rate	Hourly	USD \$23.94
Idling Rate	Hourly	USD \$71.16

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$3,785.00	USD \$1,060.00	USD \$265.00	USD \$40.00	USD \$51.02	USD \$72.53
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2006: 100%)	(USD \$380.50)	(USD \$106.56)	(USD \$26.64)	(USD \$4.02)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$3,404.50</b>	<b>USD \$953.44</b>	<b>USD \$238.36</b>	<b>USD \$35.98</b>	<b>USD \$51.02</b>	<b>USD \$70.36</b>

### Non-Active Use Rates

Standby Rate	Hourly	USD \$12.77
Idling Rate	Hourly	USD \$55.19

Revised Date: 3rd quarter 2024

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$3,280.00	USD \$920.00	USD \$230.00	USD \$35.00	USD \$11.02	USD \$29.66
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2006: 85.68%)	(USD \$469.66)	(USD \$131.74)	(USD \$32.93)	(USD \$5.01)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$2,810.34</b>	<b>USD \$788.26</b>	<b>USD \$197.07</b>	<b>USD \$29.99</b>	<b>USD \$11.02</b>	<b>USD \$26.99</b>

**Non-Active Use Rates**

Standby Rate

Idling Rate

Revised Date: 3rd quarter 2024

**Hourly**

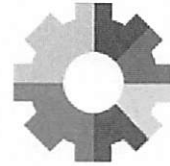
USD \$11.18

USD \$15.97

**Rental Rate Blue Book®, O&O Rates Report for T2032 in FCC Master**

July 2, 2024

**Miscellaneous 4X4 1 3/4 310 CREW DIESEL**  
 On-Highway Light Duty Trucks

 Size Class:  
**300 hp & Over**  
 Weight:  
**N/A**

**Configuration for 4X4 1 3/4 310 CREW DIESEL**

Axle Configuration	<b>4X4</b>	Cab Type	<b>Crew</b>
Horsepower	<b>310.0</b>	Power Mode	<b>Diesel</b>
Ton Rating	<b>1 3/4</b>		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$885.00	USD \$250.00	USD \$63.00	USD \$9.00	USD \$17.91	USD \$22.94
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2019: 99.79%)	(USD \$1.89)	(USD \$0.53)	(USD \$0.13)	(USD \$0.02)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$883.11</b>	<b>USD \$249.47</b>	<b>USD \$62.87</b>	<b>USD \$8.98</b>	<b>USD \$17.91</b>	<b>USD \$22.93</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	USD \$3.26
Idling Rate	USD \$18.63

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	34%	USD \$300.90/mo
Overhaul (ownership)	35%	USD \$309.75/mo
CFC (ownership)	13%	USD \$115.05/mo
Indirect (ownership)	18%	USD \$159.30/mo
Fuel (operating) @ USD 3.66	75.99%	USD \$13.61/hr

Revised Date: 3rd quarter 2024

## Rental Rate Blue Book®, O&O Rates Report for T1881 in FCC Master Composite

July 2, 2024

### Miscellaneous BB1A40

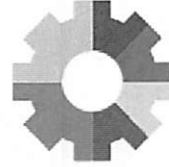
Articulating Boom Aerial Lifts For Truck Mounting

Size Class:

31 - 40 ft

Weight:

3340 lbs



### Configuration for BB1A40

Boom Configuration	Overcenter	Material Handling	Yes
Maximum Platform Height	31.0 - 40.0 ft	Power Mode	Hydraulic

### Configuration for 4X4 1 3/4 310 CREW DIESEL

Axle Configuration	4X4	Cab Type	Crew
Horsepower	310.0	Power Mode	Diesel
Ton Rating	1 3/4		

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$1,725.00	USD \$485.00	USD \$122.00	USD \$18.00	USD \$20.48	USD \$30.28
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year *	(USD \$15.07)	(USD \$4.23)	(USD \$1.06)	(USD \$0.16)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$1,709.93</b>	<b>USD \$480.77</b>	<b>USD \$120.94</b>	<b>USD \$17.84</b>	<b>USD \$20.48</b>	<b>USD \$30.20</b>

### Non-Active Use Rates

Standby Rate	Hourly	USD \$6.50
Idling Rate		USD \$23.33

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$840.00	USD \$235.00	USD \$59.00	USD \$9.00	USD \$2.57	USD \$7.34
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2017: 100%)	(USD \$9.76)	(USD \$2.73)	(USD \$0.69)	(USD \$0.10)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$830.24</b>	<b>USD \$232.27</b>	<b>USD \$58.31</b>	<b>USD \$8.90</b>	<b>USD \$2.57</b>	<b>USD \$7.29</b>

### Non-Active Use Rates

Standby Rate	Hourly	USD \$3.25
Idling Rate		USD \$4.72

Revised Date: 3rd quarter 2024

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$885.00	USD \$250.00	USD \$63.00	USD \$9.00	USD \$17.91	USD \$22.94
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2017: 99.4%)	(USD \$5.32)	(USD \$1.50)	(USD \$0.38)	(USD \$0.05)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$879.68</b>	<b>USD \$248.50</b>	<b>USD \$62.62</b>	<b>USD \$8.95</b>	<b>USD \$17.91</b>	<b>USD \$22.91</b>

**Non-Active Use Rates**

**Hourly**

Standby Rate

USD \$3.25

Idling Rate

USD \$18.61

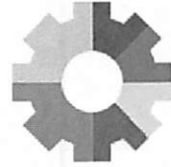
Revised Date: 3rd quarter 2024

## Rental Rate Blue Book®, O&O Rates Report for T1434 in FCC Master

July 2, 2024

GMC/CHEVY 3500HD  
On-Highway Light Duty Trucks

Size Class:  
**300 hp & Over**  
Weight:  
N/A



### Configuration for 3500HD

Axle Configuration	4.0 x 4.0	Cab Type	Crew
Horsepower	360.0 hp	Power Mode	Gasoline
Ton Rating	1.0		

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$735.00	USD \$205.00	USD \$51.00	USD \$8.00	USD \$28.27	USD \$32.45
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2017: 99.4%)	(USD \$4.42)	(USD \$1.23)	(USD \$0.31)	(USD \$0.05)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$730.58</b>	<b>USD \$203.77</b>	<b>USD \$50.69</b>	<b>USD \$7.95</b>	<b>USD \$28.27</b>	<b>USD \$32.42</b>

### Non-Active Use Rates

Standby Rate	Hourly	USD \$2.70
Idling Rate		USD \$27.60

### Rate Element Allocation

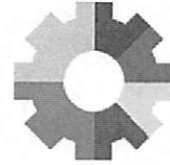
Element	Percentage	Value
Depreciation (ownership)	34%	USD \$249.90/mo
Overhaul (ownership)	35%	USD \$257.25/mo
CFC (ownership)	13%	USD \$95.55/mo
Indirect (ownership)	18%	USD \$132.30/mo
Fuel (operating) @ USD 3.43	82.95%	USD \$23.45/hr

Revised Date: 3rd quarter 2024

**Rental Rate Blue Book®, O&O Rates Report for T2136 in FCC Master**

July 2, 2024

**Miscellaneous 4X4 1 383 CREW GAS**  
 On-Highway Light Duty Trucks

 Size Class:  
**300 hp & Over**  
 Weight:  
 N/A

**Configuration for 4X4 1 383 CREW GAS**

Axle Configuration	<b>4X4</b>	Cab Type	<b>Crew</b>
Horsepower	<b>383 hp</b>	Power Mode	<b>Gasoline</b>
Ton Rating	<b>1</b>		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$930.00	USD \$260.00	USD \$65.00	USD \$10.00	USD \$30.30	USD \$35.58
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2020: 99.9%)	(USD \$0.94)	(USD \$0.26)	(USD \$0.07)	(USD \$0.01)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$929.06</b>	<b>USD \$259.74</b>	<b>USD \$64.93</b>	<b>USD \$9.99</b>	<b>USD \$30.30</b>	<b>USD \$35.58</b>

**Non-Active Use Rates**

Standby Rate	Hourly	USD \$3.43
Idling Rate		USD \$30.23

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	34%	USD \$316.20/mo
Overhaul (ownership)	35%	USD \$325.50/mo
CFC (ownership)	13%	USD \$120.90/mo
Indirect (ownership)	18%	USD \$167.40/mo
Fuel (operating) @ USD 3.43	82.34%	USD \$24.95/hr

Revised Date: 3rd quarter 2024

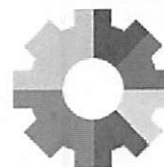


# Rental Rate Blue Book®, O&O Rates Report for T1633 in FCC Master

July 2, 2024

GM/CHEVY 1500  
On-Highway Light Duty Trucks

Size Class:  
200 - 299 hp  
Weight:  
N/A



## Configuration for 1500

Axle Configuration	4.0 x 2.0	Cab Type	Conventional
Horsepower	280.0 hp	Power Mode	Gasoline
Ton Rating	1.0 / 2.0		

## Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$675.00	USD \$190.00	USD \$48.00	USD \$7.00	USD \$22.43	USD \$26.27
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2018: 99.67%)	(USD \$2.22)	(USD \$0.62)	(USD \$0.16)	(USD \$0.02)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$672.78</b>	<b>USD \$189.38</b>	<b>USD \$47.84</b>	<b>USD \$6.98</b>	<b>USD \$22.43</b>	<b>USD \$26.25</b>

## Non-Active Use Rates

	Hourly
Standby Rate	USD \$2.48
Idling Rate	USD \$22.06

## Rate Element Allocation

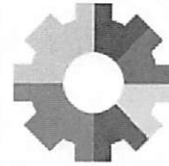
Element	Percentage	Value
Depreciation (ownership)	34%	USD \$229.50/mo
Overhaul (ownership)	35%	USD \$236.25/mo
CFC (ownership)	13%	USD \$87.75/mo
Indirect (ownership)	18%	USD \$121.50/mo
Fuel (operating) @ USD 3.43	81.32%	USD \$18.24/hr

Revised Date: 3rd quarter 2024

**Rental Rate Blue Book®, O&O Rates Report for T1478 in FCC Master**

July 2, 2024

**GMC/CHEVY 1500**  
 On-Highway Light Duty Trucks

 Size Class:  
**200 - 299 hp**  
 Weight:  
 N/A

**Configuration for 1500**

Axle Configuration	4.0 x 2.0	Cab Type	Conventional
Horsepower	280.0 hp	Power Mode	Gasoline
Ton Rating	1.0 / 2.0		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$675.00	USD \$190.00	USD \$48.00	USD \$7.00	USD \$22.43	USD \$26.27
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2017: 99.4%)	(USD \$4.06)	(USD \$1.14)	(USD \$0.29)	(USD \$0.04)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$670.94</b>	<b>USD \$188.86</b>	<b>USD \$47.71</b>	<b>USD \$6.96</b>	<b>USD \$22.43</b>	<b>USD \$26.24</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	USD \$2.48
Idling Rate	USD \$22.05

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	34%	USD \$229.50/mo
Overhaul (ownership)	35%	USD \$236.25/mo
CFC (ownership)	13%	USD \$87.75/mo
Indirect (ownership)	18%	USD \$121.50/mo
Fuel (operating) @ USD 3.43	81.32%	USD \$18.24/hr

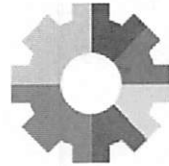
Revised Date: 3rd quarter 2024

## Rental Rate Blue Book®, O&O Rates Report for T1482 in FCC Master

July 2, 2024

GMC/CHEVY C2500  
On-Highway Light Duty Trucks

Size Class:  
300 hp & Over  
Weight:  
N/A



### Configuration for C2500

Axle Configuration	4.0 x 2.0	Cab Type	Crew
Horsepower	322.0 hp	Power Mode	Gasoline
Ton Rating	3.0 / 4.0		

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$830.00	USD \$235.00	USD \$59.00	USD \$9.00	USD \$25.82	USD \$30.54
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2017: 99.4%)	(USD \$4.99)	(USD \$1.41)	(USD \$0.35)	(USD \$0.05)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$825.01</b>	<b>USD \$233.59</b>	<b>USD \$58.65</b>	<b>USD \$8.95</b>	<b>USD \$25.82</b>	<b>USD \$30.51</b>

### Non-Active Use Rates

Standby Rate	Hourly	USD \$3.05
Idling Rate		USD \$25.67

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	34%	USD \$282.20/mo
Overhaul (ownership)	35%	USD \$290.50/mo
CFC (ownership)	13%	USD \$107.90/mo
Indirect (ownership)	18%	USD \$149.40/mo
Fuel (operating) @ USD 3.43	81.25%	USD \$20.98/hr

Revised Date: 3rd quarter 2024



## Rental Rate Blue Book®, O&O Rates Report for T2177 in FCC Master

July 2, 2024

GMC/CHEVY K2500

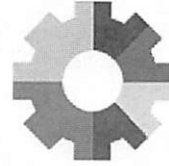
On-Highway Light Duty Trucks

Size Class:

300 hp & Over

Weight:

N/A



### Configuration for K2500

Axle Configuration	4.0 x 4.0	Cab Type	Crew
Horsepower	360.0 hp	Power Mode	Gasoline
Ton Rating	3.0 / 4.0		

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$790.00	USD \$220.00	USD \$55.00	USD \$8.00	USD \$28.42	USD \$32.91
Adjustments						
Region ( 100%)	-	-	-	-		
Model Year (2021: 99.95%)	(USD \$0.43)	(USD \$0.12)	(USD \$0.03)	(USD \$0.00)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$789.57	USD \$219.88	USD \$54.97	USD \$8.00	USD \$28.42	USD \$32.91

### Non-Active Use Rates

	Hourly
Standby Rate	USD \$2.92
Idling Rate	USD \$27.94

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	34%	USD \$268.60/mo
Overhaul (ownership)	35%	USD \$276.50/mo
CFC (ownership)	13%	USD \$102.70/mo
Indirect (ownership)	18%	USD \$142.20/mo
Fuel (operating) @ USD 3.43	82.51%	USD \$23.45/hr

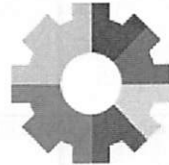
Revised Date: 3rd quarter 2024

# Rental Rate Blue Book®, O&O Rates Report for T1514 in FCC Master

July 2, 2024

GMC/CHEVY C3500 HD  
On-Highway Light Duty Trucks

Size Class:  
300 hp & Over  
Weight:  
N/A



## Configuration for C3500 HD

Axle Configuration	4.0 x 2.0	Cab Type	Crew
Horsepower	300.0 hp	Power Mode	Gasoline
Ton Rating	1.0		

## Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$625.00	USD \$175.00	USD \$44.00	USD \$7.00	USD \$23.69	USD \$27.24
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2018: 99.67%)	(USD \$2.05)	(USD \$0.58)	(USD \$0.14)	(USD \$0.02)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$622.95</b>	<b>USD \$174.42</b>	<b>USD \$43.86</b>	<b>USD \$6.98</b>	<b>USD \$23.69</b>	<b>USD \$27.23</b>

## Non-Active Use Rates

	Hourly
Standby Rate	USD \$2.30
Idling Rate	USD \$23.09

## Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	34%	USD \$212.50/mo
Overhaul (ownership)	35%	USD \$218.75/mo
CFC (ownership)	13%	USD \$81.25/mo
Indirect (ownership)	18%	USD \$112.50/mo
Fuel (operating) @ USD 3.43	82.52%	USD \$19.55/hr

Revised Date: 3rd quarter 2024

**Rental Rate Blue Book®, O&O Rates Report for EX2152 in FCC Master**

July 2, 2024

**Caterpillar 308E2 CR (disc. 2020)**  
 Crawler Mounted Hydraulic Excavators

 Size Class:  
 6.5 - 8.4 mt  
 Weight:  
 N/A

**Configuration for 308E2 CR (disc. 2020)**

Horsepower	65.0 hp	Operating Weight	18519 lbs
Power Mode	Diesel		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$6,370.00	USD \$1,785.00	USD \$445.00	USD \$67.00	USD \$19.80	USD \$55.99
Adjustments						
Region ( 100%)	-	-	-	-		
Model Year (2019: 99.96%)	(USD \$2.52)	(USD \$0.71)	(USD \$0.18)	(USD \$0.03)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$6,367.48</b>	<b>USD \$1,784.29</b>	<b>USD \$444.82</b>	<b>USD \$66.97</b>	<b>USD \$19.80</b>	<b>USD \$55.98</b>

**Non-Active Use Rates**

	<b>Hourly</b>
Standby Rate	USD \$21.35
Idling Rate	USD \$40.70

**Rate Element Allocation**

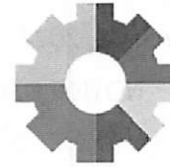
Element	Percentage	Value
Depreciation (ownership)	31%	USD \$1,974.70/mo
Overhaul (ownership)	41%	USD \$2,611.70/mo
CFC (ownership)	17%	USD \$1,082.90/mo
Indirect (ownership)	11%	USD \$700.70/mo
Fuel (operating) @ USD 3.66	22.83%	USD \$4.52/hr

Revised Date: 3rd quarter 2024

**Rental Rate Blue Book®, O&O Rates Report for T1419 in FCC Master**

July 2, 2024

**Ford F-350 SD**  
 On-Highway Light Duty Trucks

 Size Class:  
**300 hp & Over**  
 Weight:  
 N/A

**Configuration for F-350 SD**

Axle Configuration	4.0 X 4.0	Cab Type	Crew
Horsepower	362.0 hp	Power Mode	Gasoline
Ton Rating	1.0		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$630.00	USD \$175.00	USD \$44.00	USD \$7.00	USD \$28.13	USD \$31.71
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2016: 99.28%)	(USD \$4.52)	(USD \$1.26)	(USD \$0.32)	(USD \$0.05)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$625.48</b>	<b>USD \$173.74</b>	<b>USD \$43.68</b>	<b>USD \$6.95</b>	<b>USD \$28.13</b>	<b>USD \$31.68</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	USD \$2.31
Idling Rate	USD \$27.13

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	34%	USD \$214.20/mo
Overhaul (ownership)	35%	USD \$220.50/mo
CFC (ownership)	13%	USD \$81.90/mo
Indirect (ownership)	18%	USD \$113.40/mo
Fuel (operating) @ USD 3.43	83.83%	USD \$23.58/hr

Revised Date: 3rd quarter 2024



CITY OF  
**FORT LAUDERDALE**



March 21, 2022

Contract Number: 12453-613

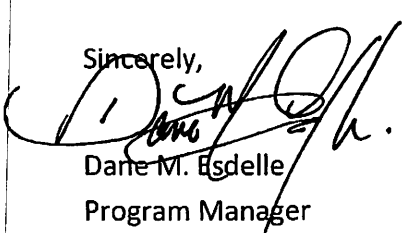
NOTICE FOR: Danny Garcia  
Ferreira Construction Southern Division Co. Inc.  
9455 NW 104<sup>TH</sup> Street  
Medley, FL 33178

FROM: Antoinette T. Butler  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

SUBJECT: Project Number 11715, Las Olas Undergrounding of Overhead Utilities  
Notice to Proceed for **CONSTRUCTION**

1. This is your authorization to commence work under this Contract starting on 3/17/2022, with final completion of the work, including all punch list and permit close-out items, on 9/16/2022. The work shall be carried out regularly and uninterrupted with sufficient force to ensure its completion within the time specified in the Contract.
2. An electronic copy of the City's approved payment form will be provided for your use in processing all applications for payment. Please reference purchase order number PP222886 on all applications for payment.
3. The City's Project Manager for this project will be Antoinette T. Butler, Project Manager. Please direct all communications to Antoinette T. Butler, at (954) 828-3714, or at [AButler@fortlauderdale.gov](mailto:AButler@fortlauderdale.gov).

Sincerely,

  
Dane M. Esdelle  
Program Manager

c: Alan Dodd, Director - Public Works  
Omar Castellon, Assistant Public Works Director - Engineering  
Victor Carosi, Chief Engineer  
File

REV.05.NTPC  
Revision Date: 9/21/2021  
Approved by: Victor Carosi

**PUBLIC WORKS DEPARTMENT**  
100 N ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301  
TELEPHONE (954) 828-5772, FAX (954) 828- 5074  
[WWW.FORTLAUDERDALE.GOV](http://WWW.FORTLAUDERDALE.GOV)

Equal Opportunity Employer

CAM #25-0187  
Exhibit 1  
Page 119 of 124

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## PURCHASE ORDER

VISIT [WWW.FORTLAUDERDALE.GOV](http://WWW.FORTLAUDERDALE.GOV) FOR BUSINESS OPPORTUNITIES



City of Fort Lauderdale  
Procurement Services Division  
100 North Andrews Avenue  
6<sup>th</sup> Floor  
Fort Lauderdale, FL 33301

Federal Tax-Exempt ID: 59-6000319

State Sales Tax No. 85-8013875578C-1

Purchase Order Number	Change Order Number
92	5
Purchase Order Date	Change Order Date
2022-10-14	February 27, 2024 9:24:30 AM EST
PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, SHIPPING AND DELIVERY DOCUMENTS	

Ship To	Submit Invoice To
PBLC WRKS ENGRG - Public Works Department Engineering  101 NE 3rd Avenue Suite 1420  Fort Lauderdale FL 33301	Accounts Payable  100 North Andrews Avenue  Fort Lauderdale FL 33301  <a href="mailto:AcctsPayable@fortlauderdale.gov">AcctsPayable@fortlauderdale.gov</a>
Procurement Agent of Record	Deliver To
CLEMENTE, DAVID  <a href="mailto:dclemente@fortlauderdale.gov">dclemente@fortlauderdale.gov</a>	

Vendor	
14685 - FERREIRA CONSTRUCTION SOUTHERN DIVISION CO INC  9455 NW 104 ST  MEDLEY FL 33178  DANNY GARCIA US-305-805-6900	
Freight Terms	Shipping Terms
F.O.B. DESTINATION	

### Purchase Order Comment

Las Olas Isles Undergrounding of Overhead Utilitie - "This Purchase Order replaces prior PO Number PP222886 for the remaining balance. Vendor is to update its system and invoice(s) must reflect this new PO number above". Commission Approved: CC,12/21/2021 Contract Number: 12453-613 Expiration Date: N/ABid No: 12453-613  
Change Order No. 1 - Change Order No. 1- 10/14/22; Completed for internal purposes only to reflect changes on the Purchase Order to add retainage at the header level and to create an inverted PO (i.e. unit dollar amount will be reflected in the quantity field for receiving purposes).  
Change Order No. 2 - Change Order No. 2- 10/21/22; To properly reflect retainage by changing from PO Header Level to PO Line Level.

Payment Terms	Discount Days	Discount Percent	First Net Days

Lines						
Line	Item	Description	Quantity	Unit Cost	UOM	Extended Amount
3	CO3 P11715 QUANTITY PO92	CO3 P11715 Quantity PO92	591,306.4900	1.0000	EA	591,306.49
Contract	0		Commodity Code	913-89	Delivery Date	2024-02-12

Line Comments

### Purchase Order Trailer Comment

--

**Purchase Order  
Total**

6,392,597.49

**\*NOTE:** PO DELEGATED APPROVAL/ISSUANCE AUTHORITY

THIS PO HAS BEEN REVIEWED AND APPROVED BY THE  
CHIEF PROCUREMENT OFFICER OR ON BEHALF OF IN THE  
FOLLOWING MANNER:

- ☐ Up to \$5,000: Senior Procurement Specialist /  
Procurement Specialist
- ☐ Over \$5,000 and up to \$99,999: Procurement  
Administrator
- ☐ Over \$99,999: Chief Procurement Officer

## GLENN MARCOS

**\*Glenn Marcos, CPPO, CPPB, FCPM, FCPA**

**CHIEF PROCUREMENT OFFICER/ASSISTANT FINANCE DIRECTOR-  
PROCUREMENT AND CONTRACT**

**VENDOR INSTRUCTIONS:**

All terms and conditions of the solicitation and/or the contract/agreement cited  
herein, if applicable, and the PO General Terms and Conditions at the location  
referenced below are hereby incorporated by reference and part of this order.

Purchase Order (PO) Terms and Conditions



Department of State / Division of Corporations / Search Records / Search by Entity Name /

## Detail by Entity Name

Foreign Profit Corporation

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO. INC.

### Cross Reference Name

FERREIRA CONSTRUCTION CO. INC.

### Filing Information

Document Number F04000001981

FE/EIN Number 22-3334957

Date Filed 04/09/2004

State NJ

Status ACTIVE

### Principal Address

31 TANNERY ROAD  
BRANCBURG, NJ 08876

Changed: 01/09/2007

### Mailing Address

31 TANNERY ROAD  
BRANCBURG, NJ 08876

Changed: 01/09/2007

### Registered Agent Name & Address

FERREIRA, NELSON  
600 OCEAN DRIVE UNIT #7A  
JUNO BEACH, FL 33408

Address Changed: 01/05/2021

### Officer/Director Detail

#### **Name & Address**

Title President

FERREIRA, NELSON  
600 Ocean Drive  
Unit #7A  
Juno Beach, FL 33408

Title SR VP

GARCIA, DICTINIO  
2836 Biarritz Drive  
Palm Beach Gardens, FL 33410

Title SEC, TREASURER

PACHECO, LOU  
197 CAROL JEAN WAY  
BRANCBURG, NJ 08876

Title SR VP

DELPOME, BRIAN  
124 PATRICK AVE  
EMERSON, NJ 07630

Title VP

Seelman, Michael C  
16 Ramar Street  
Flanders, NJ 07836

Title SR VP

VLIET, NANCY  
19 Thomas Rd  
Glen Gardner, NJ 08826

Title Sr. Vice President/ CFO

Killian, Jerome  
30 Horseshoe Dr  
Hillsborough, NJ 08844

Title VP

CIABATTARI, JOHN  
1654 SW Foxpoint Trail  
PALM CITY, FL 34990

Title VP

GARCIA, DANNY  
9804 SW 161 PLACE  
MIAMI, FL 33196

Title VP

HIGGINBOTHAM, ROBERT

12362 152nd St N  
JUPITER, FL 33478

Title Professional Surveyor

Lee, Joshua R  
1218 Georgia Ave  
West Palm Beach, FL 33401

**Annual Reports**

Report Year	Filed Date
2021	01/05/2021
2022	01/03/2022
2022	03/30/2022

**Document Images**

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<a href="#"><u>01/10/2005 -- ANNUAL REPORT</u></a>	<a href="#">View Image in PDF format</a>
<a href="#"><u>04/09/2004 -- Foreign Profit</u></a>	<a href="#">View Image in PDF format</a>